

**European tender
open procedure
concerning
Purchasing a Scanning Probe Microscope**

Colophon

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• If a not yet fully completed assignment is used, only the actual results of the current assignment apply.	27
• For all reference contracts, the Tenderer - or a third party on whose technical ability Tenderer relies in the context of the Tender - must have acted as the main contractor or, as the case may be, the ultimate responsible party for the overall contract;	27
• The Tenderer must provide a brief description of the reference assignment and the Services performed for each reference assignment that shows that the requested core competencies (and the requested (experience) requirements) are met;	27
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1. Glossary

Terms starting with a capital letter in this Descriptive Document have the following meaning. Terms not mentioned in this glossary but defined in the Procurement Act have the meaning in accordance with the Procurement Act.

Tender documents

All documents brought into the tender procedure by the Contracting Authority, including also the Contract Notice and the Note(s) of Inquiry.

Procurement Act

Procurement Act 2012. The Procurement Act can be consulted at wetten.overheid.nl.

Contracting authority

A service as referred to in section 1.1 of the Procurement Act 2012, in this NWO-I/ARCNL

Descriptive Document

The present document including its annexes.

Combination

The collaboration between companies to jointly submit a tender to jointly perform the contract.

Combinant

A participant in a combination.

Form

An attachment to be completed and or signed by tenderer.

Purchase conditions

The General Conditions of Purchase of Supplies and Services ADMINISTRATIVE SERVICE 2017

Tenderer

An economic operator or partnership invited by the Contracting Authority to submit a Tender to be considered for the performance of the Contract.

Registration

The tender submitted by a Tenderer under the present tender procedure.

Note(s) of Inquiry

The document(s) containing questions asked by potential Tenderers and anonymised by the Contracting Authority about the tendering procedure and the Tender Documents, including the Contracting Authority's answers to these questions.

Assignment

The contract as described in the Tender Documents.

Client

Netherlands Organisation for Scientific Research (NWO-I).

Contractor

The Tenderer(s) awarded the Contract and with whom the Client has entered into the Agreement(s).

Agreement

The agreement, including any annexes, to be concluded with [one Contractor] [[*number of* Contractors] for the Contract as a result of this tender procedure.

Programme of requirements

The programme of requirements to be met by the requested product, service and/or work (Annex 7). These are so-called performance conditions, unless explicitly shown otherwise.

Partnership

Two or more entrepreneurs jointly submitting a Tender.

TenderNed

The digital online procurement platform used for the entire procurement process.

UEA

The Uniform European Tender Document as included as Annex 5 to this Descriptive Document.

Please note that the optional grounds for exclusion applicable to the present procurement procedure derive from this annex.

2. Organisation and contract to be awarded

Organisation

The Netherlands Organisation for Scientific Research (NWO), based in The Hague, is one of the main science funders in the Netherlands, ensuring quality and innovation in science. NWO invests almost 900 million euros annually in curiosity-driven research, research related to societal challenges and research infrastructure. NWO funds almost 6,300 research projects at universities and knowledge institutions.

NWO's institutes organisation (NWO-I), based in Utrecht, is an independent foundation belonging to NWO. NWO-I manages nine scientific institutes in fields including physics, space research, mathematics & computer science, criminology, and marine research. NWO-I's office consists of central departments that provide support to the institutes and the board of the foundation.

NWO and NWO-I are both contracting authorities within the meaning of the Procurement Act. They are each responsible for the procurement of products, services or works required by them and organising (European) tender procedures for this purpose.

NWO-I is acting as the contracting authority for this tender, hereinafter referred to as Contracting Authority, and will therefore enter into an Agreement with Contractor(s).

Client

Stichting Nederlandse Wetenschappelijk Onderzoek Instituten located at Winthontlaan 2 in Utrecht ("NWO-I"), concerning working for one research institute for this tender:

- Advanced Research Centre for Nanolithography ("ARCNL").

The Advanced Research Centre for Nanolithography (ARCNL) focuses on fundamental physics and chemistry in the context of technologies for (nano)lithography, mainly for the semiconductor industry. ARCNL is a public-private partnership established in 2014 by the Netherlands Organisation for Scientific Research (NWO), the University of Amsterdam (UvA), the Vrije Universiteit (VU) and semiconductor equipment manufacturer ASML. In 2022, the University of Groningen (RUG) joined as an associate partner.

ARCNL combines the best of both worlds. As a research institute, ARCNL fulfils its role in the academic community. For instance, ARCNL publications are peer-reviewed and group leaders teach at universities and contribute to conferences. At the same time, research questions are mainly driven by the application of industrial partner ASML, which also benefits from the resulting flow of technological ideas. This unique position allows ARCNL to contribute to future technological developments. ARCNL started in 2014. A year earlier, ASML had issued a tender. The company wanted to establish a new research institute to feed the organisation with fundamental knowledge. A group of Amsterdam-based research organisations came up with the winning bid. ARCNL started as a department of AMOLF and in 2015 the institute continued as an independent research institute.

ARCNL now employs some 60 ambitious young researchers from all over the world. They are trained to do fundamental research at the highest level while working closely with industry. ARCNL is thus cultivating a new generation of enterprising researchers. They know how to follow their curiosity while being guided by the challenges of industry. For more information about ARCNL and its functions, see www.arcnl.nl.

3. Description of the Assignment

3.1 Purpose of tender procedure, desired situation

The Contracting Authority's objective is to enter into an Agreement for the supply of an Ultra High Vacuum Scanning Probe Microscope. The purpose of this tender is to conclude an agreement with one Tenderer for the performance of the Assignment as defined and specified in the Tender Documents. The Contract will be awarded to the Tenderer with the most economically advantageous Tender. The most economically advantageous Tender will be determined on the basis of the best price-quality ratio.

Subscription to part or parts of the Assignment is not possible.

Desired situation:

The Contracting Authority intends to have the Scanning Probe Microscope operational no later than 1 September 2025. Given the complexity of such a microscope, the aim is not to develop an instrument (or have one developed) but to link up with a proven concept that matches the requested functionalities.

The following are at least part of the brief:

- Assembly of the microscope on Contractor's premises in accordance with Programme of Requirements and Tender;
- Aftercare phase after delivery;
- Other possible items for delivering the microscope in working order.

Out of scope:

The maintenance of the delivered product.

3.2 Duration, scope and renewal of the Agreement

The indicative size/value of the Assignment is €495.000 ex VAT for delivery.

By submitting an offer, Tenderer declares to meet all the requirements set out in this request for offer and agree to the terms and conditions set out.

The **maximum** price for this order is **€ 495. 000 ,- excluding VAT.**

Bidders commit to this amount on pain of exclusion from the tender.

Tenderer is invited to submit a tender based on this descriptive document in accordance with the terms and conditions set out in this descriptive document.

3.4 Merging parts Assignment

The Contracting Authority is of the opinion that the Order concerns one public contract because the various components of the public contract as such fulfil one economic and one technical function. The Contracting Authority is therefore of the opinion that there is no combination of multiple public contracts within the meaning of Section 1.5(1) of the Public Procurement Act.

3.5 Plots

The Contracting Authority does not consider it appropriate to subdivide the (combined) Contract into several lots. The reasons for this are the same as the Contracting Authority's reasons for combining the various public contracts into the Contract. Indeed, if the (amalgamated) Order were to be divided into several lots by the Contracting Authority, the benefits of amalgamation would be nullified.

4. Tender procedure

4.1 European public procurement procedure

For the procurement of the Contract, the Contracting Authority uses the European public procurement procedure. This choice is in line with the Contracting Authority's procurement policy. The Procurement Act applies to this procurement procedure.

This tender procedure has been set up on the basis of the 2012 Procurement Act. Otherwise, this procedure and the resulting Agreement are governed by Dutch law, to the exclusion of the Vienna Sales Convention.

The Contracting Authority considers it appropriate and proportionate for the procurement of the present Contract to use the European open tender procedure. A European open tender procedure therefore appears to generate the most competition for the Purchase. In addition, the Contracting Authority is of the opinion that preparing a Tender for this tender procedure does not constitute such an effort for the Tenderers that it is obliged to organise a European open tender procedure.

4.2 Contact person

All communication about the tendering procedure must be conducted via TenderNed¹ and exclusively with the Contracting Authority's contact person. Tenderers are not permitted - on pain of exclusion - to contact the Contracting Authority in the context of the tendering procedure by any means other than TenderNed and in any manner other than prescribed in the Tender Documents. Tenderers are also not permitted to have contact with persons other than the Contracting Authority's contact person regarding the course of the tendering procedure.

¹ For the use of TenderNed, the Contracting Authority refers to TenderNed's User Guide for Entrepreneurs

(<https://www.tenderned.nl/cms/tenderned-voor-ondernemingen>) and Terms of Use

(<https://www.tenderned.nl/cms/gebruiksvoorwaarden>). For help and support in using TenderNed, please contact TenderNed's Service Desk by telephone: 0800 836 33 76 or e-mail: servicedesk@tenderned.nl.

Direct contact between Tenderers and the Contracting Authority can only take place if the following cases occur:

- > the Tenderer intends to submit a formal objection regarding the tender procedure in accordance with Section 4.16 ("Legal Protection") Descriptive Document, or
- > the Tenderer experiences problems with the submission of questions/comments for the purposes of the Information Notice as described in Section 4.6 ("Information Notice") Descriptive Document due to a malfunction of TenderNed, or
- > the Tenderer experiences problems with the submission of the Tender, as described in Section 4.7 ("Submission of Tender") Descriptive Document, due to a malfunction of TenderNed.

In case direct contact is allowed under the Tender Documents and the given exception situation arises, the Tenderer may contact - stating the name of the tender procedure - only:

Contact details	
Contact name	Jan Berends
Job Title	Procurement consultant
Email address	berends@hollandinkoopprofessionals.nl
Deputy name	Jorrieke Buis
Job Title	Procurement consultant
Email address	buis@hollandinkoopprofessionals.nl

4.3 Planning

The following schedule is envisaged:

Activity	Date
Send announcement TenderNed and Descriptive document available on TenderNed	07 June 2024
Deadline for submitting written questions for Information Notice 1	20 June 2024 – 10:00
Transmission of Memorandum of Understanding 1	28 June 2024
Deadline for submitting written questions for Information Notice 2	5 July 2024 – 10:00
Sending last Letter of Inquiry	12 July 2024
Deadline for submission Registration via digital safe	1 August 2024 – 10:00
Transmission of provisional award intention	15 August 2024
End of expiry period	4 September 2024
Final award	5 September 2024
Effective date Agreement	6 September 2024

Tenderers cannot derive any rights from this schedule. The Contracting Authority is entitled to change the planning of the tendering procedure. The Contracting Authority will inform Tenderers of changes to the schedule in a timely manner.

4.4 Letter of Inquiry

Questions in response to the Tender Documents should be submitted to the Contracting Authority via TenderNed no later than the date and time from the schedule (see Section 4.3). The Tenderers are obliged to use TenderNed's questioning tool for this purpose. All timely and properly submitted questions and amendment proposals will be answered anonymously by the Contracting Authority in a timely manner. Both the anonymised questions and change proposals and the answers will be published on TenderNed by means of an Information Notice. In the event of conflict with the Descriptive Document, the Notice of Information takes precedence. Any subsequent Notice of Information issued takes precedence over the earlier Notice of Information.

The Contracting Authority may decide to organise one or more additional rounds of information. The Contracting Authority will announce this in good time through TenderNed. If an additional information round is held, tenderers may only submit questions in response to the immediately preceding Information Notice. Questions or comments that do not relate to the immediately preceding Information Notice will not be answered, unless, in the opinion of the Contracting Authority, this would lead to disproportionate situations.

In principle, only questions/change proposals received within the period stated in the schedule will be considered. It is at the Tenderers' expense and risk if the Contracting Authority cannot answer questions.

The Contracting Authority draws the attention of Tenderers to the provisions of Section 2.53(3) Aw. This includes a possibility for Contracting Authorities to answer questions confidentially if the answer to that question would harm a legitimate economic interest of the questioner. When requesting the confidential treatment of questions or proposed amendments, the questioner must substantiate why public answering will result in damage to its legitimate economic interests. The Contracting Authority may decide not to keep a question or proposal confidential. The Contracting Authority will then inform the relevant Tenderer of its reasons. The questioner will then have the opportunity to withdraw its question or have it answered in public.

4.5 Reporting (alleged) inaccuracy, illegality or irregularity

The Tender Documents have been compiled with care. If a Tenderer believes that information or a provision in the Tender Documents made available is inaccurate, unlawful or otherwise irregular, that Tenderer should draw the Contracting Authority's attention to that alleged inaccuracy, unlawfulness or irregularity via TenderNed's question-and-answer module as soon as possible, but no later than 05 July 2024 at 10:00 am.

After this date, the Tenderer can no longer rely on that inaccuracy, illegality or irregularity and the Tenderer has processed its rights to base any claim thereon.

4.6 Submission of Tender

The Tender must be submitted via TenderNed no later than the date and time stated in the Tender Schedule (Section 4.3) and placed in TenderNed's digital safe. The Contracting Authority discards Tenders that have not been submitted correctly, on time, in full or not (completely) in the TenderNed digital safe.

The Tenders will be opened digitally through TenderNed's tender vault after the date and time from the schedule by two employees of the Contracting Authority.

The Contracting Authority advises Tenderers to start uploading all documents in a timely manner and not wait until the last moment to submit the Tender via TenderNed. Tenderers are expressly reminded that merely uploading the Tender in TenderNed is not sufficient for submission. The Tender is not submitted until the authorisation code received via SMS is also entered and accepted by TenderNed. To submit the Tender on time, that code must be entered before the end of the Tender Period. Only after entering the SMS authentication will the Tender be placed in the digital vault and only then will the Tender be submitted.

4.7 Content Entry

The Tender consists of all documents indicated in the Tender Documents to be submitted with the Tender. In this context, the Contracting Authority refers Tenderers to the Tender checklist (Appendix 1). The Contracting Authority discards incomplete Tenders unless there is a rectifiable omission and/or discarding would be disproportionate in the individual case. The Contracting Authority will assess whether overruling is proportionate. This assessment is the Contracting Authority's own and exclusive consideration.

It is not permitted to make changes and/or deletions and/or additions to fixed texts of the annexes. Changing and/or deleting fixed texts and/or adding text will result in exclusion from the Tender, unless exclusion would be disproportionate. This assessment is the Contracting Authority's own and exclusive consideration.

4.8 Tender evaluation process

The Tenders will be evaluated in accordance with the steps below:

- Step 1: assessment of formal requirements
- Step 2: completeness and completeness assessment
- Step 3: assessment of grounds for exclusion
- Step 4: assessment of suitability requirements
- Step 5: assessment of minimum award requirements/Programme of Requirements
- Step 6: assessment of award criteria
- Step 7: verification phase
- Step 8: final award

Explanatory steps:

Step 1: assessment of formal requirements

First of all, the Contracting Authority determines whether a Tender meets the formal requirements (as stated in Section 4.6 Descriptive Document). This includes, for example, that the Tender has been submitted in the correct manner and, for example, also the signing of the documents. Tenders that do not comply with these requirements will be set aside and will not be considered further, unless there is a defect that can be remedied or setting aside would be disproportionate in an individual case. Only those Tenders that comply will proceed to Step 2 for further evaluation.

Step 2: completeness and completeness assessment

Subsequently, the Contracting Authority will check whether a Tender has been drawn up and completed fully and completely (as indicated, inter alia, in Section 4.7 of the Descriptive Document). Tenders that do not meet these requirements will be set aside and will not be considered further. Only those Tenders that comply will proceed to Step 3 for further assessment.

Step 3: assessment of grounds for exclusion

The Contracting Authority will assess, based on the UEA(s) submitted by the Tenderer, whether the Tenderer (including members of the Partnership, subcontractor, third party) does not fall under one or more of the applicable grounds for exclusion. If a Tenderer is excluded from participation in the further tender process, the Tender of the relevant Tenderer will be set aside and will not be considered further. Only those Tenders that are not (provisionally) excluded will proceed to Step 4 for further evaluation.

After receipt of the evidence or otherwise, it may turn out in the course of the tendering procedure (or afterwards) that an exclusion ground does indeed apply to the Tenderer and the UEA was therefore filled in incorrectly. In such cases, the Contracting Authority reserves the right to exclude the relevant Tenderer and/or dissolve or terminate the Agreement concluded.

Step 4: assessment of suitability requirements

The Contracting Authority will then assess whether the Tenderer meets the required suitability requirements. Tenders that show that the Tenderer does not meet the suitability requirements will be set aside and will not be considered further. Only those Tenders that show that Tenderer meets the suitability requirements will proceed to Step 5 for further assessment.

Step 5: assessment of minimum requirements

The Contracting Authority then assesses whether the Tender meets the minimum requirements (Chapter 8). The requirements must be met by the Tenderer without reservation. The requirements apply as knock-out criteria. A Tender that does not - or only conditionally - meet the requirements will be set aside and will not be considered for further assessment. Only Tenders that meet the requirements will proceed to Step 6 for further assessment.

Step 6: assessment of award criteria

Finally, the Contracting Authority assesses the remaining Tenders on the basis of the award criteria. The Tenderer with the highest total score will qualify for the award of the Contract and only the Tender of this Tenderer will proceed to step 7 for further assessment, unless this Tender fails to achieve the minimum score(s), if any, on any of the award criteria used. In

case none of the Tenders achieve the minimum scores used, the Tender has failed and the Contracting Authority will have to withdraw the tender procedure.

If and to the extent that at any time, but until final award, it appears that a Tender should still be set aside, the Contracting Authority will re-evaluate the award criteria using a relative assessment method and (if necessary) adjust the ranking on the result of that re-evaluation.

Step 7: verification phase

At the verification interview, the Tenderer must demonstrate to the Contracting Authority that it can meet the requirements set out in the Schedule of Requirements and wishes and the other performance requirements when performing the Contract.

If and to the extent that the provisional winner does not meet the requirements as assessed by the Contracting Authority at step 7, the Contracting Authority will assess the Tender of the initially succeeding Tenderer at step 7 and so on - if this Tender also does not meet the requirements - until a Tender meets the requirements of step 7, or no Tenderers remain.

Step 8: final award

If the requirements of step 7 are met, the Contract is ready for final award. However, final award is a separate step and may be omitted for all kinds of reasons. The Contracting Authority reserves full contractual freedom in this context. The Agreement is only concluded if and to the extent that both contracting parties have signed the Agreement.

NB The Contracting Authority reserves the right at any stage of the tender procedure to request a Tenderer to provide an explanation of the Tender. This is a right of the Contracting Authority and not legally enforceable by Tenderers. The Contracting Authority points out that in case a Tenderer is asked to explain its Tender, the explanation must be received by the Contracting Authority within two (2) working days from the dispatch of the Contracting Authority's request, unless the Contracting Authority communicates otherwise. The explanation may not change the Tender (in substance). If these conditions are not met, the Contracting Authority will disregard the explanation when further assessing the Tender.

4.9 Reimbursement of costs Entry

Costs (to be) incurred by the Tenderer for preparing the Tender will not be reimbursed by the Contracting Authority. In the event of an early termination of the Tender procedure, the Contracting Authority will decide in a specific case whether and, if so, what tender amount will be reimbursed to the Tenderers concerned.

4.10 Variants

Entries with variants are not allowed. Such Tenders will be set aside as invalid.

4.11 Conditions

Tenders with conditions are not allowed. Tenders with conditions attached or made subject to conditions will be discarded.

4.12 Legal signature

Signing of the Tender should be done by an officer duly authorised to act (independently) on behalf of the Tenderer and, where appropriate, by the duly authorised representative of the Partnership.

The Tenderer must demonstrate in its Tender that the signatory(ies) is/are authorised to represent the legal entity/legal entities in question, unless that authorisation is evidenced by the Chamber of Commerce register and an extract from that register is enclosed with the Tender. The Contracting Authority may provide a remedy for non-compliance with this requirement, but is in no way obliged to do so (within the framework of the proportionality principle).

When the Commercial Register states that two or more persons have joint power of representation, the documents must also be signed by all these persons.

4.13 complaint scheme

The complaints procedure is described in the document 'Complaints handling in procurement' (see Annex B). Complaints relating to this tender may be sent by a Tenderer to the e-mail address: klachtenmeldpunt@nwo.nl

If in the opinion of Tenderer this complaint handling has not been dealt with to the satisfaction of the complainant, then Tenderer may direct the complaint to the Commission of Tender Experts. The complaint can be submitted through the complaint form which can be found on the website: <https://www.commissievanaanbestedingsexperts.nl/klachtenformulier>.

The Committee of Tender Experts is an independent body set up by the Ministry of Economic Affairs. To avoid any delay in the tendering procedure, Tenderer is requested to do so without delay and not to wait until after submission of the Tender.

The Contracting Authority reserves the right to suspend the tender procedure if a complaint has been filed, but is not obliged to do so.

The complaints procedure is not intended to obtain any necessary clarifications regarding the provisions of the Tender Documents. For this purpose, a Tenderer can make use of the opportunity to ask questions as described in Section 2.5 of this Descriptive Document.

4.14 Settlement of disputes

Any dispute regarding this tender will be submitted exclusively to the competent court in The Hague. Only Dutch law will apply.

4.15 Information on bidders' obligations.

Information on the obligations with regard to the provisions on taxation, environmental protection, labour protection and working conditions applicable in the Netherlands and applicable to the Tenderer's operations during the term of the Agreement can be obtained from:

For provisions on taxation: the Tax Authority; www.belastingdienst.nl

-For provisions on environmental protection: the Ministry of Infrastructure and the Environment; www.rijksoverheid.nl/ministeries/ienm

For provisions on employment protection and working conditions: the Ministry of Social Affairs and Employment: www.rijksoverheid.nl/ministeries/szw

4.16 Language

All correspondence and submissions to be made in this tender shall be in the English or Dutch language or shall be accompanied by an English translation.

4.17 Term of enforcement

The period of validity of the Tender is 6(six) months from the day on which the Tender was made.

In the event that summary proceedings have been instituted and the standstill period expires before judgment has been rendered, the standstill period shall be extended by operation of law to 60 calendar days from the day on which the judgment at first instance was rendered.

The Contracting Authority may also request Tenderers to explicitly extend the period of validity of their Tender. This will not entitle a Tenderer to award the Contract.

4.18 False statements

The Contracting Authority reserves the right to verify the accuracy of all information provided, whether or not in consultation with the Tenderer. In this context, the Contracting Authority reserves the right to verify the accuracy of all information provided, or have it verified, by means of, for example, an interview, company visits, obtaining further information and/or gaining insight into the products and/or services to be provided. The Tenderer is obliged to cooperate in this. This verification can also extend to the information provided in the previous stages.

The Contracting Authority emphasises that statements that subsequently turn out to contain inaccuracies or contain commitments that are not (or cannot be) fulfilled will be regarded by the Contracting Authority as false statements within the meaning of Section 2.87(1)(h) of the Procurement Act. For this reason, the requested information should be provided very carefully. False statements in or during the tendering procedure may also constitute a reason for the Contracting Authority to proceed with dissolution and/or termination (with immediate effect) of the concluded Agreement.

A report is made of a verification (interview) which forms part of the Agreement.

4.19 Ambiguities and irregularities

PLEASE NOTE: By submitting a Tender, a Tenderer unconditionally and unreservedly declares that it agrees to all provisions of the definitive Agreement[s] and the applicable Procurement Documents, or at least that agreement to the Procurement Documents is the minimum requirement for tendering (knock-out). As a result, Tenderers who do not bring ambiguities,

inconsistencies and/or irregularities in the Tender Documents to the Contracting Authority's attention by means of the Information Memorandum at the latest will lose their right to invoke these ambiguities, inconsistencies and/or irregularities at a later stage.

4.20 Confidentiality

The Tenderer is obliged to treat the information provided by the Contracting Authority as confidential, under penalty of invalidity of the Tender and exclusion from this tender procedure. The Tenderer shall also impose this obligation on the parties and consultants to be engaged by it. The Contracting Authority will also treat the information provided by the Tenderer as confidential. The latter, however, is subject to the caveat that, as part of the duty to state reasons, the Contracting Authority must inform rejected Tenderers of the characteristics and relative advantages of the winning Tender.

4.21 General conditions

Applicable are the Conditions of Purchase.

General terms and conditions of the Tenderer, in whatever form or denomination, are expressly not applicable and are expressly rejected (in advance). A Tenderer who declares general terms and conditions applicable to its Tender will be excluded from further participation in the tender procedure.

4.22 Withdrawal of tender procedure

The Contracting Authority reserves the right to temporarily suspend and/or withdraw the tender procedure until the time of final award.

If withdrawal of the tender procedure is at issue, the Contracting Authority will determine whether or not Tenderers will receive a tender cost allowance and, if so, the amount thereof

5 Opportunities to subscribe

5.1 Introduction

This chapter sets out the various options and conditions to regarding the manner in which a Tender may be submitted.

The following ways can be used to participate in the tender, namely as:

- > self-employed Tenderer, without recourse to a third party / subcontractor
- > self-employed Tenderer, using a third party/subcontractor
- > Partnership, without recourse to a third party / subcontractor
- > Partnership, relying on a third party / subcontractor

A company may be involved in a Tender only once: either as an independent Tenderer, or as a member of a Cooperative Association or as a subcontractor.

5.2 Independent Tenderer

A company can submit a Tender as an independent Tenderer. For this purpose, the independent Tenderer must complete and validly sign (among others) the UEA fully, correctly, unconditionally and without any reservation with its Tender.

5.3 Partnership

A Collaborative Association may submit a Tender. If a Collaborative Entity submits a Tender, all members of the Collaborative Entity shall be jointly and severally liable jointly and severally for the proper and timely performance of the Order.

The Partnership must submit with its Tender a UEA filled in completely, correctly, unconditionally and without reservation and signed in a legally valid manner by each member - i.e. from each individual participating company.

In addition, the Partnership must submit a completed and signed 'Partnership Declaration' (Annex 15) with its Tender. This declaration must show that the members of the Partnership are jointly and severally liable for the full and correct performance of the Agreement in all its parts. In addition, this statement should state the name of the member of the Partnership who will act as representative (spokesperson) on behalf of the Partnership and who is authorised to represent and bind the Partnership and who will serve as a single point of contact for the Contracting Authority. The Contracting Authority also wishes to ascertain from this statement why it is tendering in Partnership and which member of the Partnership will perform which part of the Engagement.

Combinants may bring legal claims based on the Contracting Authority's non-compliance with the procurement rules in the present procurement procedure only jointly. Failure to comply with this rule will result in inadmissibility of the litigating combinant(s) and forfeiture of rights.

The Statement of Cooperation cannot be interpreted as a power of attorney in court. If and insofar as a consortium member challenges the award decision also on behalf of the other consortium member(s) by means of summary proceedings, that authority (power of attorney) to litigate on behalf of the other consortium member(s) must be explicitly evident from the body of the writ of summons. Non-compliance or incomplete compliance with this requirement leads to forfeiture of rights, as the relevant summons was then not issued de jure.

5.4 Subcontracting

The Tenderer is permitted to engage one or more subcontractors for the performance of the Contract. These subcontractors must be listed in the UEA to Part IIB. Subcontractors are parties that will perform an independent part of the Engagement, not to be confused with suppliers. These subcontractors named in the Tender should also be deployed for the execution of the Engagement, unless the Contracting Authority agrees in writing not to deploy or replace this subcontractor.

Substitution, engagement of other subcontractors or the further engagement of subcontractors during the performance of the Order requires the Contracting Authority's prior consent.

The Tenderer is and remains the prime contractor and point of contact for the Contracting Authority during the tendering procedure and performance of the Contract. The Tenderer is fully liable for compliance with all obligations arising from the Agreement.

If a Tenderer involves subcontractors in the execution of the Order, the Order will only be awarded to this Tenderer if the subcontractor(s) does/do not fall under one or more of the stipulated grounds for exclusion (paragraph 6.1). The Tenderer must submit the UEA for each of these subcontractors when submitting its Tender, or, as the case may be, when performing the Order.

Each of these subcontractors must declare in the UEA (among other things) that it does not fall under one or more of the stipulated grounds for exclusion (section 6.1). The subcontractor must fully complete and validly sign the following sections of the UEA:

- > Part II, parts A and B (subcontractor details)
- > Part III, sections A, B, and C (grounds for exclusion)
- > Part VI (signature)

If a Tenderer involves a subcontractor in the performance of the Order to which a ground for exclusion as referred to in Section 6.1 of this Descriptive Document applies, the Tenderer shall ensure that this subcontractor is replaced. Section 5.5.4 applies.

Please note that the following evidence will be requested from the Tenderer to whom the Contracting Authority intends to award the Contract in the award decision:

- > An extract from the Trade Register of the subcontractor(s), which must not be older than six months at the time of submitting the Tender.
- > The names of the legal representatives of the subcontractor(s) involved in the performance of the Order.

The Contracting Authority shall require the Tenderer to whom the Contracting Authority awards the Contract to notify the Contracting Authority of any changes in the aforementioned subcontractor data during the performance of the Contract.

5.5 Reliance on third parties in meeting suitability requirements

5.5.1 General

A Tenderer who cannot independently meet the stated suitability requirements of Chapter 7 of this Descriptive Document may rely on the financial and economic standing and/or technical or professional capacity of one or more third parties. A third party may be any other natural or legal person, regardless of the legal nature of the Tenderer's (including the members of the Partnership) links with that natural or legal person.

If tendering with (a) third party/parties, the Tenderer shall submit with the Tender a UEA completed separately by (each of) such third party/parties.

Both the Tenderer and the third party/parties must complete the UEA in full and sign it validly.

The Tenderer should complete the following sections of the UEA:

- > *Part II, parts A, B and C (for C, the Tenderer should fill in that it relies on (a) third party/parties, for which suitability requirement it relies on (a) third party/parties and for each suitability requirement which third party/parties it relies on)*
- > *Part III, parts A, B and C (grounds for exclusion)*
- > *Part IV*
- > *Part VI (signing).*

The third party/parties should complete the following sections of the UEA:

- > *Part II, sections A and B (third-party data)*
- > *Part III, sections A, B and C (grounds for exclusion)*
- > *Part IV (suitability requirements) in so far as relevant to the use of this third party's resources*
- > *Part VI (signing).*

The Tenderer to whom the Contracting Authority intends to award the Contract, should submit the 'Third Party Resources Statement' (Annex 16), completed and signed by himself and the third party, on the basis of which the third party declares that the Tenderer will have the resources of this third party that are necessary for the execution of the Contract. In addition, the Tenderer must submit all evidence demonstrating that the grounds for exclusion do not apply to the third party on whose technical and professional capacity it relies (see also Section 6.2 Descriptive Document).

5.5.2 Appeal to technical and professional competence

If under the suitability requirements for technical competence and professional competence - paragraph 0 (reference requirement) and paragraph 7.5 (quality management system) - the resources of a third party are called upon, then this third party must actually be used by the Tenderer as a subcontractor for the performance of the Contract.

This third party cannot be replaced during the performance of the Engagement, unless the Contracting Authority gives its prior consent. Permission will in any event be withheld in the event that replacement of the third party results in a change as referred to in Section 2.163a Aw and one or more of Sections 2.163b through 2.163g Aw cannot be invoked.

If the Tenderer relies on the technical and professional competence of (a) third party/parties, the Tenderer shall submit a (list of) reference project(s) of such third party/parties on whose technical and professional competence the Tenderer relies (Annex 6).

5.5.3 Reliance on financial and economic capacity

If the Tenderer relies on the financial and economic capacity of a third party/parties, both the Tenderer and the third party/parties on whose/whose financial and economic capacity the Tenderer relies shall be jointly and severally liable for the performance of the Contract, if the Contract is awarded to the relevant Tenderer.

The Tenderer to whom the Contracting Authority intends to award the Contract on the basis of the award decision and who relies on the financial and economic standing of one or more third parties, must also submit, within seven calendar days of the date of the award decision, the documents that replace the documents that the Tenderer must submit to prove that it meets the suitability requirements regarding financial and economic standing.

5.5.4 Substitute third party(ies)

If a Tenderer relies on a third party in the performance of the Contract to which a ground for exclusion as referred to in Section 6.1 of this Descriptive Document applies, the Contracting Authority will reject the reliance on the suitability of the third party or parties in question in writing and the Contracting Authority will give the Tenderer a one-off opportunity to replace the rejected third party in question. Replacement will, however, not be permitted in the event that replacement of the third party results in a modification as referred to in Section 2.163a Aw and one or more of Sections 2.163b through 2.163g Aw cannot be invoked.

The recourse to the substitute third party or parties shall furthermore be subject to all rules as mentioned in paragraphs 5.5.1 to 5.5.3.

An appeal to (a) substitute third party/parties should, where applicable, be submitted within seven calendar days from the date of the rejection of the third party/parties relied on by the Tenderer, unless the Contracting Authority communicates otherwise. Within the applicable response period, all documents required by the Contracting Authority for invoking the substitute third party or parties must therefore have been uploaded in TenderNed and be available for assessment by the Contracting Authority. Failure to submit the required documents on time or at all will result in the Tender being rejected.

6 Grounds for exclusion

6.1 Grounds for exclusion

The Tenderer will be assessed on the grounds for exclusion. The Tenderer declares by means of a legally valid signature of the UEA whether or not the grounds for exclusion apply to him. If one or more of the grounds for exclusion applies/apply to the Tenderer, the Tenderer will be excluded from participating in the tender procedure, unless exclusion would be disproportionate.

In the event that one or more grounds for exclusion apply, the Tenderer can explain in the UEA why exclusion is disproportionate. In doing so, the Tenderer must at least explain which self-cleansing measures as referred to in Section 2.87a of the Dutch Procurement Act he/she has taken to demonstrate his/her reliability. This explanation should be attached to the Tender. However, the Contracting Authority may ask clarification questions in response to the explanation provided. The Tenderer's answers to these questions may be taken into account by the Contracting Authority in its assessment.

If the Tenderer is a Collaborative and a ground for exclusion applies to one or more of the members of that Collaborative, the Collaborative as a whole will be excluded unless it would be

disproportionate. Also in this case, the Collaborative may invoke Sections 2.87a Aw and/or Section 2.88 Aw.

6.2 Evidential grounds for exclusion

In order to prove that none of the aforementioned grounds for exclusion apply to the Tenderer (including members of the Partnership, subcontractor and/or third party), the submission of the UEA and the declaration therein that no grounds for exclusion apply will suffice with the Tender.

At least the following (Dutch) evidence will be requested from the Tenderer to whom the Contracting Authority intends to award the Contract in the award decision. The Contracting Authority reserves the right to request additional evidence.

Using the evidence provided, the Tenderer must demonstrate, within seven calendar days of dispatch of the award decision, that none of the specified grounds for exclusion apply to the Tenderer. The Contracting Authority may apply a different response period. Failure to meet this deadline in full will result in the Tender being rejected.

Exclusion ground	Dutch means of evidence
Sections 2.86(2) and (3) and 2.87(1) parts c and d Procurement Act	A Procurement Statement of Conduct* that is not older than two years at the time of submission of the Tender.
Article 2.87(1)(b) Procurement Act	An extract from the Trade Register that is not older than six months at the time of filing the Registration.
Sections 2.86(4) and 2.87(1)(j) Procurement Act	A statement from the Inland Revenue that is not older than six months at the time of filing the Registration.

*The Certificate of Conduct for Procurement can be applied for at the Central Organ Certificate of Good Conduct (COVOG). For more information, see: www.justis.nl, where the application form for the Certificate of Conduct for Procurement can also be downloaded.

In addition, the Contracting Authority also accepts evidence from another Member State of the European Union or from the country of origin or establishment of the Tenderer (including members of the Partnership, subcontractor, third party). This evidence must show that the ground for exclusion does not apply.

The Contracting Authority draws the attention of Tenderers to the fact that some evidence may take some time to obtain. Tenderers are advised to request the supporting documents at the earliest possible stage so that they can be provided in a timely manner - after a possible request by the Contracting Authority. If the Tenderer - after being requested to do so by the Contracting Authority - fails to submit the supporting documents in a timely manner, the Tenderer will be set aside.

7 Eligibility requirements

7.1 Introduction

In this tender, suitability requirements apply to the following subjects:

1. competence to perform the professional activities
2. financial and economic capacity
3. technical and professional competence

The Tenderer must meet all the suitability requirements set out in the subsections below. If a Tenderer does not or not fully comply with one or more suitability requirements, the Contracting Authority will discard the Tender.

In Part IV of the UEA, Tenderer must declare that all suitability requirements (referred to in the UEA as 'selection criteria') are met. Tenderer declares that by ticking the answer 'yes' in Part IV of the UEA.

For Partnerships submitting a Tender as Tenderers, the Partnership as a whole must meet all the suitability requirements. Each of the members of the Partnership must tick 'yes' in Part IV of the UEA.

7.2 Competence to perform the professional activities

Eligibility requirement 1: Entry in national trade register

The Tenderer must be registered in the professional or trade register in force in its country of origin at the time of submission of the Tender, on pain of exclusion from the tendering procedure. If the Tenderer registers as a Cooperative Association, all members of the Cooperative Association must be registered in the professional or trade register applicable in the country of origin at the time of submission of the Tender, on pain of exclusion of the Cooperative Association from the tendering procedure. If a tender is submitted with one or more subcontractors, the subcontractors must also be registered in the professional or trade register applicable in the country of origin at the time of submission of the Tender, on pain of exclusion of the Tenderer.

Evidence:

To prove that the Tenderer meets this requirement, the UEA must be submitted at the time of Tender (Part IV, section a tick).

In addition, the Tenderer will be asked to submit an extract from the professional or trade register with the Tender. This extract may not be older than six months prior to the deadline for submission of the Tender.

7.3 Financial and economic capacity

Eligibility requirement 2: Unqualified audit opinion without a going concern paragraph

The Tenderer must be sufficiently financially and economically sound to perform the Contract successfully. The Tenderer must therefore, on pain of exclusion from the tendering procedure, have an unqualified auditor's report regarding the financial statements for the most recently completed financial year. This unqualified auditor's report may not contain a so-called continuity paragraph (i.e. a mandatory explanatory paragraph due to serious uncertainty about the continuity of the Tenderer).

If Tenderer is not required to have its financial statements audited by an external auditor because its company qualifies as a 'small legal entity' or a 'micro legal entity' within the meaning of Section 11 of Title 9 Civil Code Book 2, the following shall apply:

- > The Tenderer who is a 'small legal entity' or a 'micro legal entity' must be sufficiently financially and economically strong to be able to perform the Contract successfully.
- > Therefore, the Tenderer who is a 'small legal entity' or a 'micro legal entity' should, on pain of exclusion from the tender procedure, have a composition statement.

If a Partnership submits a Tender then it is required that at least one of the members of the Partnership meets this suitability requirement.

Evidence:

To prove that the Tenderer meets this requirement, the submission of the UEA (Part IV, section a tick) will suffice at the time of Tender.

From the Tenderer to whom the Contracting Authority intends to award the Contract, a copy of the unqualified auditor's report or copy of the composition report will be requested in the award decision. The Tenderer must provide this evidence to the Contracting Authority within seven calendar days of the dispatch of the intention to award.

Eligibility requirement 3: Insurance

The Tenderer must, on penalty of exclusion from the tendering procedure, have a business liability insurance with a minimum coverage of € 1,000.000 per claim capped at € 2,500.000 per insurance year. This insurance must take effect no later than the day on which performance of the Agreement commences. The insurance must be in place and valid during the entire term of the Agreement, including any renewal options therein.

Evidence:

To prove that the Tenderer meets this requirement, the submission of the UEA (Part IV, section a tick) will suffice at the time of Tender.

From the Tenderer to whom the Contracting Authority intends to award the Contract, the award decision will request the means of proof from which at least the insurance coverage follows. This evidence may be, for example, a copy of the policy schedule, or a copy of the insurance contract. The Tenderer must provide this proof to the Contracting Authority within seven calendar days of the dispatch of the intention to award.

7.4 Technical competence and professional competence

Eligibility requirement 3: References

By signing the UEA, Tenderer declares that Tenderer meets the suitability requirement below. The Contracting Authority wishes to contract a Tenderer who has demonstrable experience in providing a Scanning Probe Microscope with Ultra High Vacuum as described in this Descriptive Document. By submitting at least one reference, or as many more as necessary, for each core competency, the Tenderer must demonstrate that it has sufficient expertise and experience in relation to the scope of the contract - whether in Combination/Subcontracting or not - by meeting the core competencies set out below:

Core competences : Building a Scanning Probe Microscope

- **Broad experience in the development and construction of both Scanning Tunnelling Microscope and Atomic Force Microscope:** Demonstrated expertise in the design, construction and optimisation of these advanced measurement instruments.
- **Expertise in atomic resolution imaging:** Demonstrated competence in designing, building and optimising systems capable of imaging graphene or similar crystalline materials at atomic resolution. This implies that individual atoms and missing atoms in the crystal should be visible in the STM images, without image processing except corrections for the slope of the sample with respect to the scanner.
- **Expertise in measuring tunnelling current:** Demonstrated competence in designing, building and optimising systems that can measure tunnelling current while varying the voltage difference between tip and sample over a range of at least ± 10 volts. The tip is held at a fixed height relative to the sample during the measurement. The STS measurement shall be possible - as defined by the user - at a point, along a line or in a square plane. The system shall be able to couple measured $I(V)$ curves to a user-added lock-in amplifier.
- **Transfer satisfaction statement:** Ability to provide a satisfaction statement from a current user (e.g. University/Scientific institute), including detailed measurement results, demonstrating that the Scanning Tunnelling Microscope and the Atomic Force Microscope supplied are fully functional and meet all technical requirements.
- **Supply of measurement results from previous projects:** Supply measurement results of previously delivered and operational Scanning Probe Microscopes, in accordance with the specifications as stated in the tender documents, to confirm the performance and reliability of the equipment.

The reference assignment(s) further meet the following requirements:

- Recipient should use the Statement of References for submitting references (see Annex D);
- All reference assignment(s) must have been performed/performed within the past period of not more than five (5) years (counting back from the closing date of the Tender). The reference assignment may have been started before this period;
- If a not yet fully completed assignment is used, only the actual results of the current assignment apply.
- For all reference contracts, the Tenderer - or a third party on whose technical ability Tenderer relies in the context of the Tender - must have acted as the main contractor or, as the case may be, the ultimate responsible party for the overall contract;
- The Tenderer must provide a brief description of the reference assignment and the Services performed for each reference assignment that shows that the requested core competencies (and the requested (experience) requirements) are met;
- The Tenderer unreservedly agrees to the Contracting Authority contacting the specified contact persons without the Contracting Authority having to notify the Tenderer.
- A reference assignment may be submitted for several core competences. This means that Tenderer (Combination) can actually meet the stated experience requirements with one reference assignment, provided this reference assignment meets all the core competences mentioned above.

8 Minimum requirements and implementation requirements

The Schedule of Requirements (Appendix E) contains minimum and performance requirements applicable to the Contract. On penalty of exclusion from the tendering procedure, the Tenderer must meet all the minimum requirements included in the Statement of Requirements and indicated as such in the Statement of Requirements. If nothing is indicated, the requirement is an execution requirement.

The Tenderer must also declare that it will comply with the performance requirements stated in the Schedule of Requirements during the performance of the Contract. To this end, the Tenderer must attach the fully completed and duly signed Declaration of Conformity (Appendix F) to its Tender, on penalty of exclusion from further participation in the tendering procedure.

In this compliance statement, the Tenderer must declare, by lawfully signing this appendix, that its Tender meets the minimum requirements set and that it will meet the performance requirements during the performance of the Contract. A Tenderer will be excluded from further participation in the tendering procedure if this declaration has not been appended to its Tender and/or has not been signed in a legally valid manner and/or it may emerge from the other contents of its Tender that it will not comply with the Schedule of Requirements.

If, during the term of the Agreement, it turns out that the Tenderer does not meet one or more minimum requirements and/or performance requirements, even though the Tenderer has declared that it meets all minimum requirements and performance requirements, this will be regarded as non-compliance with the Agreement. In such a case, the Contracting Authority is entitled to terminate the Contract.

9 Award criteria and evaluation

9.1 Award criterion best value for money

All Tenders that have not been excluded from the tendering procedure in accordance with the previous chapters and have been found valid by the Contracting Authority will be assessed on the basis of the award criterion: the most economically advantageous tender based on the best price-quality ratio.

The ranking (from high to low/from low to high) in the overall scores determines the most economically advantageous Tender. The Contracting Authority awards the Contract to the Tenderer who has submitted the Tender with the best price-quality ratio. This is the Tenderer with the highest score in the final ranking.

The award criteria consist of quality and price criteria. The qualitative criteria and the price criteria are valued differently. A total of 750 points can be obtained with the qualitative criteria. A total of 250 points can be obtained with the price criteria. Thus, the qualitative criteria together weigh 75% in the assessment and the price criteria 25%. The award criteria are listed in the table below:

Award criteria	Maximum number of points
<i>Award criteria with a view to quality</i>	
G1. Technical solution	300 points
G2. Technical wishes	200 points
G3. Project organisation	100 points
G4. Software/reporting/presentation	150 points
<i>Award criteria with a view to price</i>	
G5. Price	250 points
Total	1000 points

For the qualitative award criteria, points are awarded using assessment ratings ranging from excellent to no response. These ratings are awarded by the assessment team according to the assessment method described in Section 9.3 of this Descriptive Document. Subsequently, for each award criterion the awarded assessment rating is converted into the corresponding number of points using the table below and the formula below:

Points score = maximum points score * percentage achieved

Rating	Percentage of maximum points to be achieved	Notes
Excellent	100% of the maximum possible points	Together, the description of the subjects is perfectly in line with the objectives of the Contract and the Contracting Authority's requirements as expressed in the award criterion. Your tender provides added value and offers surprising or innovative elements. The Contracting Authority is confident that the

		Tenderer will be able to achieve in practice what it describes. The Tenderer's elaboration demonstrates a very good understanding of the Engagement and optimal consideration of the Contracting Authority's needs. This gives the Contracting Authority the conviction that the Tenderer will meet the requirement as described in the award criterion to the maximum extent in relation to the Tender documents as a whole.
Good	80% of the maximum possible points	The description of the subjects is (in combination) in line with the objectives of the Contract and the Contracting Authority's wishes as expressed in the award criterion. The Contracting Authority is confident that the Tenderer will be able to fulfil what it describes in practice, that it thus meets the wishes as described in the award criterion in relation to the Tender Documents as a whole.
Sufficient	60% of the maximum possible points	The description of the subjects is sufficiently in line (interrelationship) with the objectives of the Contract and the Contracting Authority's requirements as expressed in the award criterion. The Contracting Authority sees no risk that the Tenderer will not be able to achieve what it describes in practice, but is not (entirely) convinced of the effectiveness of the elaboration in view of the award criterion in relation to the Tender Documents as a whole.
Moderate	40% of the maximum points to be obtained	The description of the subjects is (in combination) moderately in line with the objectives of the Tender and the Contracting Authority's wishes as expressed in the award criterion. The Contracting Authority sees some risk that, in practice, the Tenderer will not (fully) meet the requirement as described in the award criterion in relation to the Tender Documents as a whole.
Insufficient	20% of the maximum points to be obtained	The elaboration lacks the description of one or more of the requested aspects and/or the description of the subjects (which are described in the elaboration) does not (in mutual coherence) sufficiently match the objectives of the Contract and the Contracting Authority's requirements as expressed in the award criterion. The Tender does not demonstrate real, realistic and/or adequate alignment with the Contracting Authority's desire as described in the award criterion in relation to the Tender Documents as a whole.

No reply	0% of maximum points to be achieved	The Tenderer provides no description or a description that does not reflect any of the requested aspects. The Tenderer does not provide relevant information.
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For the Contracting Authority, it is unacceptable if a Tenderer scores lower than sufficient on an award criterion. In case a Tender score lower than sufficient on one or more award criteria, the Tenderer is excluded

The Contracting Authority points out that Tenderers should prepare their interpretation of the qualitative sub-award criteria as concretely and demonstrably as possible. A concrete, demonstrable and substantiated interpretation will be assessed higher than a general and/or abstract description. Moreover, the interpretation of the qualitative sub-award criteria will become part of the Agreement to be concluded. Tenderers will therefore - in the event of the award of the Contract - be bound by what they include in the Tender.

Award criterion 1: Technical solution

Contracting Authority is looking for an external supplier to help us fulfil our requirements. Following any relevant passages from the Statement of Requirements and the other Tender Documents, a plan of approach should be elaborated for the development process from contract award to delivery of a final, ready-to-use Scanning Probe Microscope. This should address at least the following aspects:

- Technical Outline Solution (A4): An initial proposal, shown as a diagram, of the technical components and their interrelationships through which the functionality defined in tender will be realised. The sketch should also provide insight into the technical infrastructure required for the application to be realised. Concrete product proposals **must be** made directly for the technical components in the diagram, this should be demonstrated with previous measurements at other similar institutions. The objective of the diagram is to gain insight into the supplier's approach. What choices were made to ensure which functionality? New insights during the execution of the assignment may lead to changes that cause the finally realised technical infrastructure to deviate from the sketch.

The description should not exceed ten (10) pages A4 (single-sided, Arial font, font size 10).

Assessment aspects

In assessing this sub-award criterion, at least:

This award criterion is a functional award criterion. Therefore, to assess the extent to which the offered product meets the Contracting Authority's requirements, the Contracting Authority wishes to see at least the above-mentioned topics reflected in the description. With regard to award criterion 1 Functionality, the Contracting Authority will leave the other topics that the Tenderer considers important to demonstrate to the Contracting Authority that the Scanning Probe Microscope is the most suitable to be described to the Tenderer's own interpretation and creativity. In doing so, the Contracting Authority assumes that these are included in the price unless very explicitly stated by the Tenderer that this is not the case. This means that these

topics are emphatically not separate award criteria and all topics therefore fall under award criterion 1 Technical Solution.

Review

To assess this award criterion, the Contracting Authority would in any event like to see the above-mentioned topics reflected. The other topics that Tenderer deem important for answering this award criterion are left to your own interpretation and creativity by the Contracting Authority. This means that the aforementioned topics are emphatically not separate award criteria.

Award criterion 2: Technical wishes

Further to any relevant passages from the Statement of Requirements and the other Tender Documents, Tenderer shall complete Appendix B - Technical Wishes. The topics to be covered include at least:

- Answering whether the wish named by Contracting Authority is part of the offer;
- If a wish is part of the offer an explanation of how the relevant wish will be fulfilled

The assessment will specifically consider:

- The extent to which the approach is fleshed out is as creative, thoughtful, effective and efficient as possible;

Appendix B Technical Wishlists the Award Criteria on Technical Wishes respectively. Tenderer shall answer these Award Criteria as per the conditions specified in Appendix B.

Award criterion 3 : Project organisation and Planning

What is Tenderers vision for this project and where are the risks? How does Tenderer eliminate the risks as much as possible? We are referring here to the risks that lie with the client. Contracting authority assumes that Tenderer have managed their own risks. The planning should at least cover the following aspects:

- Approach to the process, including (time) schedule (on A4 format), including phasing with key activities, possible interrelationships and milestones;
- The possibility of being present or having contact for inspections by or on behalf of the Contracting Authority, whereby the critical moments (at least 2) in the production process should be named so that the Contracting Authority can take them into account.
- When are the milestones "Presentation preliminary design Scanning Probe Microscope." and "Presentation final design"
- Production planning in line with the principles mentioned in tender documents
- Proposal for/description of Factory Acceptance Test and Site Acceptance Test (describe period of hardware delivery up to the moment of actual Site Acceptance Test)
- What work will Tenderer undertake and what does Tenderer expect from the Contracting Authority?
- Degree of flexibility of Tenderer regarding the delivery date issued.
- Elaboration of the activities (incl. global schedule) of the on-site installation at ARCNL assuming the aforementioned delivery date.

- Project structure, composition of Tenderer's project organisation (incl. roles, tasks, responsibilities);
- Division of duties and responsibilities between Tenderer and the Contracting Authority including any required resources and any information to be provided from the Contracting Authority;
- How to shape interim evaluation and coordination on the drafts and desired adjustments;
- A proposed payment schedule and acceptance times based on the schedule below:
 1. Initial payment on delivery of an approved plan.
 2. Second payment after approval in on-site construction process At an accepted and operational on-site Client.
 3. Third payment after delivering an accepted and operational device on-site Client.

The assessment will specifically consider:

- The extent to which the approach is taken as creatively, thoughtfully, effectively and efficiently as possible;
- The extent to which tasks and responsibilities are assigned to the right organisation and/or resources;
- The manner in which employees of the Contracting Authority are involved;
- The extent and manner in which evaluation, alignment and adjustment are possible.
- Planning around risks and feasibility related to implementation and roll-out of the system;

The description should not exceed six (6) pages A4 (single-sided, Arial font, font size 10).

Award criterion 4: Software/Reporting/Presentation

Software/reporting

Further to any relevant passages from the Programme of Requirements and the other Tender Documents, the Tenderer must describe the offered software solution as experienced by the user and which supports to record, analyse and visualise the performance of the Scanning Probe Microscope. The topics include at least:

- What are the levels of system access and what can be done globally when logging in under those levels?
- What is Tenderers estimate of the training required for an operator. What training is included in the job?
- What types of measurements can the software run and how is data saved/processed/plotted/exported?

Presentation

For the presentation, only tenderers will be invited who, if they obtain the maximum number of points on the presentation component, can still qualify as the most economically advantageous tenderer on the basis of best value for money.

The invitation to the presentation will be sent via Tenderned. The presentation will be held on <07-08-2024>. Tenderer is requested to keep this date free. The location where the demonstration will take place will be announced in the invitation.

A maximum of 30 minutes per tenderer will be available for the presentation. The contracting authority will then have 30 minutes for questions. The contracting authority does not award a score for each subtopic, but assesses the overall picture of the presentation.

The presentation should cover at least the following:

- Ease of operation
- Explanation of concept and solutions offered
- Technical realisation and hydrogen capabilities;
- Distinctiveness of the solution offered
- Look and feel

The description should not exceed six (6) pages A4 (single-sided, Arial font, font size 10).

Award criterion 5: Price

The Tenderer will be assessed on the Tender Price (cell C30). To this end, Tenderer should complete the yellow shaded cells in Annex J "Price Sheet" in full, sign validly and attach the Price Sheet in xls(x) and .pdf file to its Tender in TenderNed.

The Tender Price must be complete and include all costs, that is, it must be inclusive of all Services and related supplies mentioned in the Tender Documents, travel, accommodation and administration costs, parking costs, transportation, cost of all necessary materials and any further other costs).

The established ceiling amount for the entire Assignment is **€ 495.000,- (excluding VAT)**. The all-inclusive total price shall include all costs for the performance of the present Engagement, and shall not exceed the ceiling amount. If the ceiling amount is exceeded, Tenderer will be excluded from the tender and the Tender will be set aside.

An explanation of how to fill in the price sheet is described there.

All prices should be entered in accordance with the Excel file (Price Sheet). The total sum of the price sheet serves as the starting point for the price assessment. If any differences arise between the price sheet and the above starting points, the price sheet is binding.

Bidders may be excluded if:

There are calculation errors on the price sheets or prices are not entered;

There is no exclusive use of the price sheet provided;

If prices have been quoted elsewhere in the tender (regardless of size or nature). The Tenderer is solely responsible for the accuracy and completeness of the information entered.

Final score price:

The total sum of the (Excel) price sheet counts as the final score on the criterion price.

Review price:

The total price for the use of the system will be determined by the bidder as follows:

- Once the prices are entered, the spreadsheet calculates the entry price;
- The bidder offering the lowest price will receive the maximum number of points.
- The remaining bidders will receive a score in proportion to the lowest price;
- The number of points is awarded according to the formula below: $\text{Score} = \frac{\text{lowest/price offered}}{\text{lowest/price offered}} * \text{maximum number of points}$.
-

NB 'Price lowest' represents the lowest price offered and 'price offered' represents the price offered by the relevant Tenderer.

Example (fictitious, to clarify the systematics):

Tenderer X offers a total tender price of €12,000 and tenderer Y offers a total tender price of €15,000. Tenderer X offers the lowest price and receives the maximum number of 200 points. The number of points of Tenderer Y is calculated as follows: $\text{Score} = (\frac{€12,000}{€15,000}) * 200 = 160$ points.

Anti-tampering clause

When completing the price sheet and determining the prices to be quoted, the Tenderer must observe the following principles on pain of exclusion. The Contracting Authority will discard Tenders that violate one or more of the following requirements, unless this would be disproportionate in the individual case. This assessment is the Contracting Authority's own and exclusive consideration. The Contracting Authority will provide sound reasons for any decision to set aside a Tender, in order to offer the Tenderer adequate legal protection.

- > All prices should be rounded to two decimal places.
- > All prices must be quoted in euros.
- > All prices must be quoted excluded of sales tax (VAT)
- > All prices are inclusive of all incidental expenses, such as (but not limited to) travel and accommodation. This means that apart from the rates quoted by the Tenderer, the Contracting Authority owes nothing to the Tenderer.
- > Submission of an unrealistic or manipulative Tender is prohibited.
- > Tendering with an unrealistic total price is prohibited. Thus, Tenderer is not allowed to tender below its cost price. Unrealistic prices are prices that cannot be justified from the Tenderer's cost perspective.
- > Tendering with negative or zero rates is prohibited;
- > The award form should be completed in full.
- > Tenderer shall not be allowed to offer the prices in any other manner than through the prescribed price sheet in Annex 12.
- > The Contracting Authority does not check whether prices have been entered and passed on correctly.
- > The Tenderer is solely responsible for the accuracy and completeness of the data entered.

9.2 Assessment process

The Contracting Authority has formed an evaluation team for this tender consisting of at least 5 evaluators from different disciplines in the role of subject matter experts and end users. The

assessment team has a chairman who does not assess himself. The chairman distributes the assessment tasks among the members of the assessment team.

The evaluation of the Tenders on the award criteria will take place in two stages:

Phase 1: assessment of qualitative award criteria (1 to 4)

The Tenders are first assessed by the evaluation team on the basis of the qualitative award criteria. The tender prices (for award criterion 5 (price)) are not known to the evaluators at that time.

All members of the assessment team individually assess each Tender per qualitative award criterion and assign an assessment rating for each qualitative award criterion.

Following the individual assessment of the Tenders on the qualitative award criteria, a plenary meeting of the assessment team will take place. During this meeting, the individual assessment results for each qualitative award criterion are discussed. For each qualitative award criterion, the assessors involved discuss their individual assessments and explain why they have arrived at a particular assessment. An assessment mark (rating) is then determined by all assessors by consensus (i.e. no average assessment mark). If necessary, the assessment results are adjusted during the plenary discussion. The final assessment results are finalised by the full assessment team during the plenary session. Rounding of marks takes place to two decimal places.

Once the final assessment for each qualitative award criterion has been determined, the Tenderer will be awarded the corresponding number of points for each qualitative award criterion. For each Tenderer, the total score for the qualitative sub-award criteria will then also be jointly determined.

Stage 2: assessment of award criterion 5 (price)

Once the evaluation of the Tenders based on the qualitative award criteria has taken place, the Tenders will be evaluated based on award criterion 6 (price) using the formula disclosed in Section 9.2.

If the Tenderer with lowest price is still excluded or proves to be invalid after the provisional award, the price sub-award criterion will be reassessed.

Stage 3: Final assessment of the award criterion of the most economically advantageous tender on the basis of 'best price-quality ratio'.

The Tenderer that scored the most points on award criterion Price and the qualitative award criteria together submitted the Tender with the best price-quality ratio. The Contracting Authority intends to award the Contract to this Tenderer.

If two or more Tenders ended up as the highest after assessment, the Contracting Authority intends to award the Contract to the Tenderer that achieved the highest score on award criterion 1. If two or more Tenders were awarded the highest score after assessment and these Tenders achieved the same score for award criterion 2, lots will be drawn to determine

which Tenderer the Contracting Authority will award the Contract to. The protocol for drawing lots will be announced to the relevant Tenderers if a draw is necessary.

Stage 4: possible verification discussion

The Contracting Authority may decide to hold a verification discussion with the Tenderer to whom it intends to award the Contract during the suspension and objection period. This meeting is aimed at any clarification and verification of the Tender compared to the Schedule of Requirements and wishes. If the verification meeting reveals that the Tender does not satisfy the requirements set out in the tendering procedure, the Tender will be declared invalid. If the Tenderer awarded the Contract is also the Tenderer with the lowest price, the Contracting Authority will re-evaluate the sub-award criterion regarding price and establish a new ranking order. The Contracting Authority will then award the Contract to the Tenderer that submitted the Tender with the best price-quality ratio after the new assessment on the sub-award criterion. The stage described in this paragraph will apply to its determination.

Phase 5: Final award

After assessing the supporting documents and any verification discussion, the Contracting Authority may proceed with the final award. To this end, the Agreement will be signed by both parties. The Contracting Authority points out that the Agreement has only been concluded and the Contract is therefore only definitively awarded when the Agreement has been validly signed by all contracting parties.

Annex 1 Checklist Entry

The first part of the table below lists all the documents, which must be submitted by Tenderer, under penalty of exclusion from the tender procedure, with Tender.

The second part of the table includes all documents, which must be submitted by the Tenderer to whom the Contracting Authority intends to award the Contract within seven calendar days of a request to that effect from the Contracting Authority.

On Submission:	
1	Uniform European tender document
2	Commercial register extract
3	Reference order form
4	Statement of compliance with minimum requirements
5	Elaboration of award criteria
6	Price sheet

Submit after sending award decision:	
1	Procurement Code of Conduct
2	Tax authority declaration
3	Proof of insurance
4	Proof quality management system
5	Copy of unqualified auditor's report or composition report

Appendix A	Standard form questions
Appendix B	Technical wishes
Appendix C	ARIV
Appendix D	Standard form special references
Appendix E	Program of requirements
Appendix F	Statement of requirements approved
Appendix G	Model agreement
Appendix H	UEA
Appendix I	Agreement on contractual terms
Appendix J	Pricelist

To be found separately on TenderNed.

