

Descriptive Document

XPS System for PLD Research Cluster

European tendering according to public procedure

TenderNed number
490799

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On the instructions of: NWO-I\DIFFER

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Contents

Definition of terms	4
1 – Introduction	6
1.1 General	6
1.2 DIFFER	6
1.3 Reason and purpose of the invitation to tender.....	6
1.4 Sustainability	7
2 – The Contract.....	8
2.1 Description of the Scope of the Contract.....	8
2.2 Changing the Contract.	9
2.3 Conflict of interest in respect of future invitations to tender	10
2.4 Form of contract, contractual conditions and term	10
3 – Tendering procedure	11
3.1 Introduction; communication; schedule	11
3.2 Provision of information	12
3.3 Submitting Tenders and opening	12
3.4 Award	13
3.5 Complaints procedure for the invitation to tender	14
4 – Options to submit a tender	15
4.1 Submitting a tender independently or in Combination	15
4.2 Deployment of Subcontractors	15
4.3 Reliance on Third Parties in respect of the Eligibility Requirements	15
4.4 Reliance on financial and economic ability of the parent group	16
4.5 Tenderers of one group	16
5 – Rules for the Tender and conditions for participating in the tendering procedure	17
5.1 Layout and composition of the Tender.....	17
5.2 Submitting the Tender via TenderNed	17
5.3 Language.....	17
5.4 Agreement with the tendering procedure	18
5.5 Signature of Tender	18
5.6 Reservations of the Contracting Authority	18
5.7 Compensation of costs	18
5.8 Statement of prices, rates and costs	18
5.9 Manipulative Tenders.....	18
5.10 Unconditional Tender	18
5.11 Term of validity	18
5.12 Intellectual property	19
5.13 Influencing the assessment	19
5.14 Exclusion as a result of discontinuation of business activities or takeover	19
5.15 Brand names	19
5.16 Inaccuracies in the Descriptive Document	19
5.17 Contradictions and lack of clarity in the Tender.....	19
6 – Selection stage	20
6.1 Grounds for Exclusion	20
6.2 Eligibility requirements with regard to financial and economic capacity	21
6.3 Eligibility requirements with regard to technical and professional competence	22
7 – Award stage	24
7.1 Award criteria.....	24
7.2 Award model	24
7.3 Assessment Award Criteria	24
7.4 Award Criteria	25

Definition of terms

In this document and the rest of the Specifications, the following terms, if indicated with an initial capital, have the following meanings ascribed to them:

Contracting Authority

The Institutes Organization of NWO (NWO-I) / DIFFER

Public Procurement Act 2012

Act of 1 November 2012 containing new rules regarding invitations to tender (Public Procurement Act 2012), as published in the Bulletin of Acts and Decrees 2012, 542 and amended by act of 22 June 2016 to amend the Public Procurement Act 2012 in connection with the implementation of Public Procurement Directives 2014/23/EU, 2014/24/EU and 2014/25/EU, as published in the Bulletin of Acts and Decrees 2016, 241. Other information can be found on www.wetten.nl and www.pianoo.nl.

Descriptive Document

This document, including Annexes, in which the Contracting Authority describes the Contract, the tender procedure, the Grounds for Exclusion, the Eligibility Requirements and the Award Criteria. The Descriptive Document forms part of the Specifications.

Specifications

The information made available in the Tendering Environment for the Candidates (including the Descriptive Documents and the Annexes), in which the organisation of the Contracting Authority and the Contract, as well the tender procedure, the requirements and the Award Criteria are described and explained.

Annexes

Annexes forming part of the Descriptive Document. They form an integral part of the Descriptive Document.

Combination

Partnership of businesses that submit one Tender together to provide the products and/or services that are requested in this invitation to tender. These businesses are jointly and severally liable for the performance of all obligations that ensue from the Agreement if the Contract is awarded to the combination.

Combination Member

A person, business or organisation that forms part of a Combination.

Third Party

Another entity the Tenderer relies on in respect of satisfying the Eligibility Requirements. This third party is not necessarily the same as a Subcontractor.

Candidate

The person, business or organisation that is interested in competing for the Contract.

Eligibility Requirements

The requirements on the basis of which the Tenderer's eligibility is tested.

Proportionality Guide

The guideline as published in the Bulletin of Acts and Decrees 2016, 32830, in which the proportionality principle as referred to in Sections 1.10(3), 1.13(3) and 1.16(3) of the Public Procurement Act 2012 is given content.

Award Criteria

The criteria on the basis of which the best price-quality ratio is determined.

Purchase Conditions

The General Government Terms and Conditions for Purchase 2018 (ARIV-2018) of DIFFER.

Tenderer

A Candidate that has submitted a Tender for this invitation to tender.

Tender

The tender that the Tenderer has submitted by means of the TenderNed platform on the basis of the Specifications.

TenderNed

The website used by the Contracting Authority as a platform to support the whole of communication and implementation of this invitation to tender.

Subcontractor

A supplier/service provider engaged by the Contractor to perform part of the contract, under the responsibility of the Contractor as principal contractor. The Contractor always remains fully responsible and liable for the Contract, the Contract's performance and its results. This subcontractor is not necessarily the Third Party as referred to in the Descriptive Document.

Contract

The contract as described in the Specifications.

Contractor

The Tenderer with whom the Contracting Authority concludes an Agreement in the context of this invitation to tender.

Agreement

The agreement between the Client and the Contractor for the delivery of one or more products or for the provision of a service, as described in the Descriptive Document.

Tendering Environment

The digital environment created within TenderNed and made accessible for the Candidates for the benefit of this tendering procedure. The name and number given to this Tendering Environment: XPS System for PLD Research Cluster, TenderNed identifier 490799.

ESPD

European Single Procurement Document. A statement of the Tenderer on the financial condition, the competencies and the suitability of its business, which is used as provisional proof that the required conditions of the tendering procedure are met. To limit the administrative burden, the Contracting Authority can request the supporting documents from the winning Tenderer(s) in the verification stage.

Use of the European standard form, the European Single Procurement Document (ESPD), is required. The ESPD is available in TenderNed.

Grounds for Exclusion

The grounds for exclusion from participation in the tendering procedure as referred to in the ESPD. This refers to the grounds for exclusions of Sections 2.86 and 2.87 of the Public Procurement Act 2012.

Question & Answer Module

A module within the Tendering Environment in which Candidates can ask questions and the Contracting Authority can provide answers. The Question & Answer Module can also include clarifications and explanations to the Specifications. The Contracting Authority ensures that the questions and answers are visible to all Candidates by publishing them in the Tendering Environment. The answers provided in the Question & Answer Module are binding and decisive and prevail over the original information in the Specifications. If there are multiple answers, the content of the final answer prevails.

1 – INTRODUCTION

1.1 General

This Descriptive Document contains information on the European Tender “XPS System for PLD research cluster” of DIFFER.

DIFFER invites Candidates to submit a Tender on the basis of the information in this Descriptive Document and the rest of the Specifications. Tenderers shall meet the requirements in this Descriptive Document and the Annexes.

DIFFER performs this European tendering by means of the electronic tendering platform TenderNed.

DIFFER uses a European public tendering procedure in accordance with the Public Procurement Act.

1.2 DIFFER

DIFFER is the Dutch Institute for Fundamental Energy Research, one of the 9 institutes of the Dutch Research Council (NWO). Its mission is to perform leading fundamental research on materials, processes, and systems for a global sustainable energy infrastructure. DIFFER hosts unique user facilities for energy and materials research. DIFFER cooperates with universities, universities of applied sciences, research institutes and companies that can further develop the technology of our energy research into commercially scalable solutions. In addition, DIFFER plays an active national and international role in bringing together various parties within the energy community. DIFFER believes that it is only through collaboration that groundbreaking energy solutions for the future can be realized. For more details about DIFFER, please refer to our webpage: www.differ.nl

1.3 Reason and purpose of the invitation to tender

In the coming years, the DIFFER strategy focusses on four main actions (strategy report 2023-2028):

1. Strengthening the focus on the DIFFER mission. DIFFER research was, is and will be focused on materials, processes, and systems in the fields of solar fuels and fusion energy. Within this context, DIFFER extends research to other energy applications.
2. Opening up DIFFER’s research facilities to more internal and external users. DIFFER’s flagship facilities are Magnum-PSI and Upgraded Pilot-PSI for fusion research, the Ion Beam Facility for materials research for nuclear fusion and fission, and solar fuels. These facilities are highly relevant to academic and private partners in solar fuels and fusion research.
3. Investing in new research facilities. Those investments focus on research into materials for energy. They are centered around fabrication and characterization of high-performing materials for energy applications.
4. Enhancing relations with academia, applied research, industry and society. DIFFER valorizes science in co-development with industry and through technology transfer. DIFFER fosters interaction with academia, applied research institutes, society, and private nuclear fusion endeavors, where these are in line with our own scientific interests and strategy.

In view of actions 1 and 3, high quality metal-oxide thin films are of special interest as such films show promising potential in increasing the performance of electrodes, electrolytes, catalysts and membranes for a large variety of applications. Metal-oxide thin films can therefore play a vital role in realizing the energy transition. However, there are two major challenges:

- 1) Well-controlled deposition and growth of high quality, well-tuned, and reproducible metal-oxide thin films of complex stoichiometry on large and imperfect substrates are complex

processes that are not fully understood yet. As a consequence, the production of (industrial) large area thin films is still highly empirical.

- 2) The combination of several metals in an oxide composition yields millions of possible combinations. Most of them have never been investigated before. As such, much (academic) seminal work has yet to be done.

DIFFER has the ambition to overcome these challenges and has therefore initiated the design and realization of a Pulsed Laser Deposition (PLD) research facility for the fabrication and characterization of high-performing metal-oxide thin films for energy applications in academic and industrial research on small (1 inch) and large (4 inch) substrates. The facility will be open to internal and external users. Hence, DIFFER requires the PLD research facility to be easy to use by multiple people in parallel, to be highly reliable and to have very little down-time.

The workhorse of the PLD research facility is a PLD research cluster composed of a small area (1 inch) PLD system, a large area (4 inch) PLD system (both including multiple in-situ diagnostics), a sputter system, an in-situ storage, and an XPS system which are all connected to a single linear vacuum transfer-line.

The purpose of this European tendering is to conclude an Agreement between DIFFER and one Contractor for the design, realization and installation of the XPS system for the research cluster.

1.4 Sustainability

NWO- DIFFER is a research institute that contributes to societal issues in the field of sustainability and energy transition through innovative solutions. We develop and apply sustainable innovations in close cooperation with our environment. Students and staff have an active role in this. Our green campus inspires us to operate sustainably. The focus for both research and operations is on the environment and sustainability.

Due to the nature of the contract, no Award Criteria in the area of sustainability will be used in this tender. Still, we ask all our clients to consider sustainability outside of the Tendering procedure.

2 – THE CONTRACT

This chapter describes the Contract. The contract description, *Annex A – XPS Award Criteria*, the Purchase Conditions and the Social Conditions statement form one whole.

2.1 Description of the Scope of the Contract

2.1.1 Within the scope of the Contract

The scope of the Contract is the design, realization and installation of an XPS system for the PLD Research Cluster at DIFFER. The offered XPS system shall meet the **hard requirements (HR)** listed in Table 1.

Tenderers that offer an XPS system that does not meet the set of hard requirements shall be excluded from the tender.

The performance of each offered XPS system will be evaluated with respect to a selection of hard requirements. That is, by offering an XPS system that performs better than the minimal values stated within the hard requirements, tenderers can obtain additional quality points and improve their cost per quality point score. Tenderers are referred to *Annex A – XPS Award Criteria* for a detailed overview of all the scoring criteria.

Table 1: Hard requirements (HR).

HR1	The base pressure of the main chamber shall be $1 \cdot 10^{-8}$ mbar or lower.
HR2	The XPS system shall have a DN160CF flange and valve or equivalent diameter flange and valve to connect to the existing vacuum transfer system for transferring a 5-inch carrier with samples loaded (flange centre at 1150 mm from ground).
HR3	The XPS system shall have a hemispherical analyser with: - A DLD, MCP or comparable detector for fast measurements.
HR4	The XPS shall have a monochromatic Al K α source with: - Footprint diameter upper range of at most 2 mm in any direction at source angle of 55 degrees.
HR5	The XPS system should have magnetic shielding (μ -metal or Helmholtz coils) to compensate a static magnetic field up to 50 μ T (0.5 G) and a time varying component up to 0.3 μ T (3.0 mG) (RMS).
HR6	The XPS system shall have a motorized and software-controlled sample manipulator or stage with: - A substrate holder that accepts substrate carriers (with samples loaded) of 5 inch and 2 inch in diameter and up to 0.5 mm thick. - A sufficient range of motion for XPS analysis at any point on the surface of an area of 4-inch. - Sample current monitoring.
HR7	The XPS system should have a flood gun.
HR8	The XPS system shall have integrated software for data acquisition and analysis which shall support: - The pre-programming of measurement sequences. - The automated acquisition and storage of data collected during automated, sequentially executed, pre-programmed measurement sequences. - Off-line data analysis on other computer than the measurement computer.
HR9	The XPS system shall have integrated process control software that shall support: - Vacuum system control.
HR10	The XPS system shall have vacant flanges in line of sight of the sample for possibly attaching: - A residual gas analyzer. - An ion gun for cleaning purposes and depth profiling.

In addition to the hard requirements, it is highly desirable that an offered XPS system meets the **soft requirements (SR)** listed in Table 2. Contrary to the hard requirements, violating a soft requirement will not lead to exclusion of the tender. However, tenderers can obtain quality points by meeting the soft requirements. Tenders are referred to *Annex A – XPS Award Criteria* for a detailed overview of all the scoring criteria.

Table 2: Soft requirements (SR).

SR1	The XPS system should have vacant flanges for attaching: - a He-source for UV photoelectron spectroscopy (UPS), - a Mg Kα source, - an electron source for Auger Electron Spectroscopy (AES)
SR2	The XPS system should have a load-lock for fast entry large enough to load 5-inch sample carriers (detailed drawing to be supplied after awarding of the contract).
SR3	The XPS system should have a 3840 x 2160 pixels (or better) camera with: - a clear top view of the complete sample table (4 inch). - a zoom function down to an area of at least 5 mm x 5 mm.
SR4	The hemispherical analyzer should support detector modes snapshot, sweeping, angle resolved snapshot and angle resolved sweeping.
SR5	The XPS system should have an ion gun.
SR6	The XPS system should have a Mg-source.
SR7	The XPS system should have an UPS-source.
SR8	The XPS system should have a floor-footprint of at most 1 m x 2 m of which the short end is situated along the existing vacuum transfer line. Excluding separate electronics cabinets.
SR9	The vessel geometry should allow DIFFER to replace the monochromatic Al K α source with a multi-anode Al/Ag/Cr source at a later point in time.
SR10	The XPS system should have a bake-out tent and control unit.
SR11	The XPS should have a camera with optical view of the transfer point from transfer line to XPS stage.
SR12	The XPS system should have an integrated process control software that should support: - Future fully automated (un)loading of 5-inch carriers by means of a UHV-load robot.
SR13	The XPS system should enable angle resolved measurements with: - A wide opening angle lens for angle resolved measurements at an off-normal position.
SR14	The XPS system should be equipped with a Faraday cup, phosphorous and Ag reference sample for calibration and alignment purposes.
SR15	The control software shall allow for automated control of load lock vacuum, main chamber vacuum and valve interfaces, as well as bakeout.
SR16	Analysis software integrated with control software that includes elaborate data analysis and modification schemes.

All proof regarding hard requirements, the offered surplus on hard requirements and fulfilled soft requirements shall be demonstrated by Tenderer during the site acceptance tests.

2.1.2 Outside of the scope of the Contract

Maintenance of the XPS system is not part of the current contract.

2.2 Changing the Contract.

2.2.1. Non-essential changes

With a view to political, economic, budgetary, administrative or organisational circumstances within the Central Government and the related shrinkage or growth of the Contracting Authority, or the positions and duties of the Contracting Authority within the Central Government, it is possible that the Contract changes. In that case, the Contracting Authority is entitled to implement non-essential changes.

2.3 Conflict of interest in respect of future invitations to tender

Further to this invitation to tender, the Contracting Authority may organise one or more invitations to tender at a later moment in time. The Contracting Authority reserves the right to exclude the Contractor from participating in those invitation(s) to tender, insofar as the Contracting Authority believes there is a (possible) conflict of interests. Such a conflict of interest may exist if the invitation to tender relates to supervisory, testing or checking services in respect of this Contract, quality, its implementation or the quality of its implementation.

2.4 Form of contract, contractual conditions and term

The draft Agreement has been attached as *Annex F – Draft Agreement XPS system for PLD Research Cluster* to the Tendering Environment, under Draft agreement. The General Government Terms and Conditions for Purchase 2018 (ARIV-2018), attached as *Annex G* to the Tendering Environment, apply to the Contract. The general conditions of the Contractor or any other general conditions will not apply and are explicitly rejected.

Further to the contract conditions, questions may be asked or proposed text may be submitted. The proposed text only serves to improve the Agreement and may not affect the essence of the Agreement. When answering the questions, the Contracting Authority will indicate whether the proposed texts are accepted and processed in the Agreement. The Contracting Authority is free in its choice of accepting the proposed text. A non-explicit rejection does not equal an acceptance.

The procedure and the final deadline for asking questions or submitting proposed text is described in paragraph 3.1.5. Any modifications to the draft Agreement and/or deviations from the Purchase Conditions will be made known in the Question & Answer module. The documents are binding from this moment. When submitting a tender, the Tenderer must unconditionally and without reservations conform to the draft Agreement and the Purchase Conditions.

Reservations or other conditions in the Tender, in any way whatsoever, are not allowed and will lead to exclusion from participation in the invitation to tender.

2.4.1 Payment terms

The Contracting Authority has provided a payment structure in the draft agreement. In order to use this payment structure, the Tenderer shall provide a bank guarantee for the payment made before delivery of the system.

3 – TENDERING PROCEDURE

3.1 Introduction; communication; schedule

3.1.1 Legal framework

This invitation to tender takes place with due observance of and in accordance with the Public Procurement Act 2012. For more information, see: www.rijksoverheid.nl and www.pianoo.nl.

For this invitation to tender, the public tender procedure is used. The following criterion for awarding the tender is used: the **lowest price per quality point** method.

The Contracting Authority has chosen this Award Criterion, because the quality of the system has priority. The Contracting Authority has the opinion that the price should be evaluated based on the level of quality the Tenderer could provide. This will result in a system that is most suitable for the Contracting Authority.

3.1.2 Notice

The Contract notice is published on TenderNed on **22-10-2024**. This invitation to tender is a government contract for supplies, as referred to in Section 1.1 of the Public Procurement Act 2012 under the definition for a 'government contract for supplies'.

3.1.3 Contact details

This tendering procedure is performed on behalf of the Contracting Authority by the Tendering Team "XPS System for the PLD Research Cluster". During the tendering procedure, the Tendering Team is your sole point of contact. It is not allowed to seek contact with employees and representatives of the Contracting Authority, other than the Tendering Team, for information on this invitation to tender. The Tenderer also appoints a contact. This contact must have full power of decision and authorisation to act in the context of the tendering procedure on behalf of the Tenderer. The Tenderer is responsible for the correct registration of the details of its contact.

3.1.4 Communication

All communication on this invitation to tender will be in writing via TenderNed. The Tenderer cannot rely on information that is provided in another manner. Messages sent by the Tenderer in another manner will not be handled by the Contracting Authority.

The Tenderer is advised to set up one or more BCC recipients in the Tendering Environment, so that messages in the context of this invitation to tender are not only sent to one contact person.

3.1.5 Schedule

The schedule included below and in the Tendering Environment under the *Schedule* tab is indicative. The Contracting Authority reserves the right to unilaterally change the schedule and to cease or suspend the tendering procedure. Such a change will be communicated via TenderNed.

Phase	Date
Sending out the announcement	22 October 2024
Questions: Closure Submission of written questions and comments following the Descriptive Document	5 November 2024 10.00 am
Publication of the Summary of Additional Information and Changes, including any revised documentation	12 November 2024
Questions: Closure Submission of written questions and comments	19 November 2024 10.00 am
Publication of the Summary of Additional Information and Changes, including any revised documentation	26 November 2024

Deadline for the submission of Tender	10 December 2024 12:00 pm
Opening of the Tender	10 December 2024 12:30 pm
Intention to Award the Contract	6 January 2025
Final Award	27 January 2025
Implementation	After delivery

3.2 Provision of information

3.2.1 Opportunity to ask questions on the invitation to tender

Any questions on the content and the process of this invitation to tender can be asked in writing by means of two rounds of questions during the information stage. The final dates for submitting questions for the first and the second rounds of questions are indicated in the Tendering Environment under the tab *Schedule*.

The Question & Answer module in TenderNed must be used to ask questions. Questions that are submitted in another way will not be answered. The Contracting Authority cannot guarantee that questions that are received after the final submission date for asking questions will be answered. The Contracting Authority will make all questions, their answers and any flaws or contradictions that are determined known to the Candidates via the Question & Answer module in the Tendering Environment.

The Candidate is requested – insofar that is possible – to not use organisation names, product names and other names related to your organisation when asking questions. The Contracting Authority publishes the questions asked, without stating the name of the questioner and reserves the right to modify questions with that purpose in mind. The Contracting Authority does not guarantee anonymity, for example because the questioner's identity can be derived from necessary technical questions. The Contracting Authority can paraphrase or summarise questions, for example if they contain inappropriate language or in case of needlessly repetitive questions.

3.2.2 Individual record

The Candidate can request that certain information of the question or the answer are not included in the Question & Answer module, as publication could harm the Candidate's economic interests. The Candidate must give proper reasons for why its economic interests could be harmed. In that case, the Contracting Authority:

1. cannot publish and answer the question, or
2. can publish the question and/or the answer if, after a request from the Contracting Authority, the Candidate decides to grant its permission to include the information in the Question & Answer module, or
3. can provide the answer only to the Candidate involved. The Contracting Authority will only use this third option if:
 - a. the answer cannot distort competition, and
 - b. the answer does not relate to prices, and
 - c. the answer does not lead to a change of the object of the invitation to tender.

3.3 Submitting Tenders and opening

3.3.1 Closing date for submitting Tenders

The Tender must be submitted and received by the Contracting Authority by no later than the date and time indicated in the Tendering Environment under the Schedule tab. Documents are submitted by clicking the button 'Submit' in the Tendering Environment.

Please note:

- It is recommended to only submit the Tender until after any questions have been answered and/or changes have been implemented by means of the Question & Answer module. The questions and answers in the Question & Answer module form an integral part of this invitation to tender.

- The date and time are strict deadlines. After closure of the time for submitting Tenders, it is (technically) no longer possible to submit Tenders. **Tenders that are submitted too late can therefore not be accepted.** The risk of submitting a late Tender is entirely for the account of the Tenderer.
- In view of the above statement, it is unwise to wait until the last moment to submit the Tender.

3.3.2 Opening of the Tenders

The Contracting Authority will open the Tenders as soon as possible after the expiry of the closing date and time. Tenderers cannot be present at the opening of the Tenders.

Assessment of the Tenders

The Tenderer and its Tender are assessed in four steps:

- Step 1 Assessment of the format requirements (see section 6.1);
- Step 2 Assessment of the ESPD (Grounds for Exclusion and Eligibility Requirements). The references are part of the Eligibility Requirements (see section 6.2);
- Step 3 Assessment of conformity with the requirements in the Specifications and assessment of the Award Criteria (the award stage, see section 7.1 and further);
- Step 4 Final assessment (see section 7.4).

These four steps are described in chapter 6 (step 1 and 2) and chapter 7 (step 3 and 4) of this Descriptive Document.

3.4 Award

3.4.1 Notification of the award decision and objection

The Contracting Authority will announce the (provisional) award decision in writing as soon as possible. The Contracting Authority will notify all Tenderers of the award decision at the same time. The rejected Tenderers will receive the notification of the award decision along with the reasons for the rejection and the name of the winning Tenderer.

All Tenderers can request additional information from the Contracting Authority.

Pursuant to Section 2.129 of the Public Procurement Act 2012, notification of the (provisional) award decision does not entail acceptance of a Tenderer's offer. During a period of at least 20 calendar days after sending the notification of the award decision, the Contracting Authority is not allowed to award the Contract and to enter into an Agreement with the winning Tenderer. If preliminary relief proceedings are instituted within the aforementioned term, also referred to as the standstill period, which must be evidenced by sending a copy of the writ, the Contracting Authority will not award the Contract until a judgment has been given in the preliminary relief proceedings. The aforementioned term of 20 calendar days is an expiry period. If no preliminary relief proceedings have been instituted within this term, the rejected Tenderers can no longer object against the decision, and they will have forfeited their rights. In that case, the Contracting Authority will be free to definitively award the Contract.

This does not mean that the Tenderer's offer is accepted after automatic expiry of the standstill period. The Contracting Authority will accept the Tenderer's offer after the verification stage (see section below) with publication of the definitive award of the Contract.

3.4.2 Verification of supporting documents

In the verification stage, during the standstill period, the Contracting Authority *can* request supporting documents to verify the information the Tenderer has provided in the context of this tendering procedure. In order to limit the administrative burden, it was decided that the Contracting Authority may in first instance only ask the ESPD from the Tenderers instead of all supporting documents. The supporting documents that fall under the ESPD, with the exception of the references, can in principle only be requested from Tenderers that are eligible for the Contract on the basis of

the assessment. The supporting documents requested must be provided within the term set by the Contracting Authority of seven working days. If it turns out that the Tenderer cannot provide supporting documents or has given incorrect information, this will lead to exclusion from participation in the tendering procedure.

3.5 Complaints procedure for the invitation to tender

It is possible that dissatisfaction will arise between Contracting Authorities and businesses during the Tendering Procedure with regard to the actions of parties in the Tendering Procedure. This could lead to a complaint. In such a case, the Contracting Authority will handle the complaint in accordance with the 'Complaints Settlement in Tendering', dated 7 March 2013. These rules can be found on: <http://www.rijksoverheid.nl/documenten-en-publicaties/regelingen/2013/03/07/klachtafhandeling-bij-aanbesteden.html>

If a stakeholder has a complaint regarding this Tendering Procedure, the following actions are possible.

Complaints can be made by email to the complaint's information point of the Contracting Authority via email address: Tender.complaints@diffen.nl. A complaint will be dealt with as soon as possible.

If the complainant disagrees with the decision issued by the Contracting Authority on the complaint submitted, the complainant may submit the complaint to the Tendering Experts Committee set up by the Minister of Economic Affairs. If a complaint concerning this Tendering Procedure is submitted to the Tendering Experts Committee, the complainant is requested to send a copy to the contact person of the Contracting Authority referred to in TenderNed.

4 – OPTIONS TO SUBMIT A TENDER

4.1 Submitting a tender independently or in Combination

Companies can submit a tender independently, so as an individual company, or in combination with one or more companies. A Combination applies as one Tenderer. If a company submits a tender both independently and as a member of a Combination, the Contracting Authority will only assess the Combination's Tender. The independent Tender will then be excluded from the invitation to tender.

If a tender is submitted as Combination, the following conditions apply:

- Each member of the Combination must separately indicate that the Grounds for Exclusion that have been declared applicable, as referred to in Sections 2.86 and 2.87 of the Public Procurement Act 2012, do not apply to it. To this end, each of the Combination members must separately fill in and sign the *ESPD* (see chapter 6.1.2);
- Each member of the Combination must be registered in the Dutch professional or trade register or a foreign equivalent thereof, in accordance with the laws of the country of establishment;
- The Combination members must jointly comply with the Eligibility Requirements (see chapter 6);
- Members of the Combination accept joint and several liability for complying with all the obligations ensuing from the Agreement if the Contract is awarded to the Combination;
- The Combination appoints one of the members of the Combination as sole point of contact for the tendering procedure and responsible authorised representative (main Contractor) for the Combination;
- Each member of the Combination must indicate in part II, section A of the *ESPD* that there is a partnership and for which Eligibility Requirements its company is relied on.

Please note – The legally valid signature of the Tender by all members of the Combination must be traceable to the extracts from the Chamber of Commerce or registrations in the professional or trade register of the country of establishment (see section 5.5).

4.2 Deployment of Subcontractors

In performing the Contract, companies can have the work performed by one or more Subcontractors. If the Contractor uses Subcontractors in the performance of the Contract, the following conditions apply:

- Using or changing a Subcontractor can only take place after a written request for this purpose is made by the Contractor and after approval is given by the Contracting Authority;
- The Tenderer declares that it, as the main Contractor, always remains fully responsible and liable for the performance of the Contract and its results;
- The Tenderer will act as sole point of contact and main Contractor for this invitation to tender and any Contract ensuing from this.

4.3 Reliance on Third Parties in respect of the Eligibility Requirements

A Tenderer – both a company and a Combination – that does not comply with the Eligibility Requirements in whole or in part itself as included in section 6.2 step 2, may rely on:

- the financial and economic ability of Third Parties and/or;
- the technical competence or professional competence of Third Parties.

This concerns the Eligibility Requirements in respect of financial and economic ability, technical competence and/or professional competence. The conditions to be able to rely on a Third Party are:

- The Tenderer must show upon request that it can actually use the means of the relevant Third Party necessary for the performance of the Agreement;

- Each Third Party on which the Tenderer relies must provide a separate ESPD with the information requested in Part II (sections A and B) and Part III of the ESPD. Each Third Party must legally sign the *ESPD* included in the Tendering Environment;
- The legally valid signature of the Third Party must be traceable to the extracts from the Chamber of Commerce or registrations in the professional or trade register of the country of establishment (see section 5.5).

4.4 Reliance on financial and economic ability of the parent group

If the Tenderer relies on the financial and economic ability of the parent group of which it forms part or the holding which it comes under because the turnover is consolidated, the parent group or the holding must completely and unconditionally guarantee the performance of all obligations that ensue from the Agreement in a so-called holding statement.

If the Tenderer wants to rely on the financial capacity of a third party or parties, he needs to (i) list the name or names of the third party or parties in question in his Tender, (ii) submit documents that prove that the third party or parties in question meet the requirements for financial capacity set out in the Descriptive Document, and (iii) submit a copy of the Agreement or Agreements with the party or parties in question, demonstrating that the Tenderer can indeed use the necessary resources of the relevant third party or parties for the Contract.

4.5 Tenderers of one group

If multiple companies of one group want to submit a tender (independently or as Combination), they must be able to demonstrate – at the request of the Contracting Authority – that:

- they have drawn up their Tender independently from the other Tenderers that form part of that group and
- they have observed strict confidentiality.

If they cannot demonstrate this unambiguously and to the Contracting Authority's satisfaction, this will lead to exclusion of further participation in the tendering procedure of all Tenderers forming part of the group in question.

5 – RULES FOR THE TENDER AND CONDITIONS FOR PARTICIPATING IN THE TENDERING PROCEDURE

Tenders are only accepted if they are drawn up and submitted in accordance with the rules below. This is to guarantee fair competition between Tenderers. This chapter will also discuss conditions and provisions that apply in the context of this tendering procedure.

Tenders that are submitted in a different way and Tenders or Tenderers that do not comply with the conditions are in principle invalid and will not be assessed. In that case, the Tenderer will be informed in writing, with the reasons for the rejection stated.

5.1 Layout and composition of the Tender

In respect of the layout and the composition of the Tender, the instructions in the Tendering Environment must be followed in TenderNed.

Where supporting documents or other information are requested, the Tender must attach the relevant document as Annex to the Tender. The Tender must be complete. This means that all requested supporting documents or other information must be enclosed and the Tenderer must answer all questions, both general and specific.

The Contracting Authority expressly reserves the right not to accept incomplete Tenders and Tenders in which not all questions are answered, as a result of which the Tender will no longer be eligible for award.

The following documents should at least be enclosed to your Tender and uploaded in TenderNed:

1	European Single Procurement Document (Annex D) – <i>filled in and legally signed</i>	PDF -format
2	XPS Award Criteria (Annex A) – <i>filled in</i>	Excel -format
3	Declaration of Conformity (Annex B) – <i>filled in and legally signed</i>	Word - or PDF -format
4	Quotation of price (Annex C) – <i>filled in and legally signed</i>	Word - or PDF -format
5	Core Competence form (Annex E) – <i>filled in and legally signed</i>	Word - or PDF -format
6	<i>If applicable:</i> Declaration of liability group or holding (Annex I) – <i>filled in and legally signed</i>	Word - or PDF -format
7	Supporting Documents (<i>in order to verify the answers on the award criteria</i>)	Free format

5.2 Submitting the Tender via TenderNed

The Tender can only be submitted electronically via the tendering platform of TenderNed.

If you have any technical or other questions about how TenderNed works, please contact the TenderNed Service Desk: 0800-836 33 76 (free of charge in the Netherlands), if you are located abroad +31 70 379 88 99 or contact TenderNed on their website

<https://www.TenderNed.nl/cms/nl/contact> .

The Contracting Authority is not responsible for malfunctions of TenderNed.

Tenders cannot be submitted by email, telefax or post.

5.3 Language

All communication, documents and correspondence in the context of this invitation to tender and the possible Agreement must be held and/or drawn up in English. Standard or other reports, manuals etc., which are usually drawn up in English, may also be submitted in English. Other languages are not allowed.

5.4 Agreement with the tendering procedure

By submitting a Tender in the context of this invitation to tender, the Tenderer agrees to the requirements, conditions and provisions of this tendering procedure.

5.5 Signature of Tender

All documents and declarations to be signed with the Tender must have legally valid signatures of an authorised representative. A signature under the ESPD also serves as a signature of the Tender – the Tender itself will therefore not have to be signed separately.

The legal validity of the signature must be evidenced from the extracts of the Chamber of Commerce or registrations in the professional or trade register of the country of establishment or, in case these are missing, a different supporting document as referred to in Section 2.98 of the Public Procurement Act 2012.

A signatory that is not registered as authorised representative in the professional or trade register must be given power of attorney by a person that does have representative authority.

5.6 Reservations of the Contracting Authority

The Contracting Authority reserves the right to suspend the tendering procedure in whole or in part, to discontinue it temporarily or definitively and/or to decide not to award the contract. In that case, the Candidate or the Tenderer is not entitled to a compensation of costs, of any nature whatsoever.

5.7 Compensation of costs

Tenderers are not entitled to a compensation of costs in the context of this invitation to tender.

5.8 Statement of prices, rates and costs

Prices, rates and costs must be submitted in Euro, exclusive of VAT. They must be in line with market conditions, plausible and realistic – also see section 5.9 in this context.

5.9 Manipulative Tenders

The Tenderer is not allowed to submit manipulative Tenders. In this context, this means that improper means are used to avoid the competition of the fellow Tenderers, or that the announced standard to assess the most economically advantageous tender is abused, as a result of which the assessment methodology used by the Contracting Authority is frustrated. The Tenderer is not allowed to make offers that are not in line with market conditions or plausible in accordance with objective economic standards, or that otherwise have a manipulative character.

The Tenderer violating this provision will be excluded from further participation in this tendering procedure.

5.10 Unconditional Tender

Tenders that are subject to conditions or reservations will be excluded from further participation in this tendering procedure.

5.11 Term of validity

The Tender must in any case keep its Tender open up until 120 days calculated from the final submission date of the Tenders. It must furthermore, in case preliminary relief proceedings are instituted against the award decision, in any case keep the Tender open up to five weeks after the judgment in preliminary relief proceedings.

The Tenderer will extend the term of validity at the Contracting Authority's first request. The Contracting Authority will make such a request if the course of the tendering procedure gives rise to do so.

5.12 Intellectual property

The intellectual property rights of the Specifications are vested in the Contracting Authority. Subject to exceptions laid down by law, without the Contracting Authority's written consent nothing from the Specifications may be reproduced, other than for the purpose of this tendering procedure.

5.13 Influencing the assessment

It is prohibited to seek contact with a member or members of the assessment committee, employees of the Contracting Authority or other persons involved in the invitation to tender for any information whatsoever. Any influence, in any way whatsoever, of employees that are involved in this invitation to tender could lead to exclusion from participation.

5.14 Exclusion as a result of discontinuation of business activities or takeover

If, during the tendering procedure, a Tenderer or a Combination must discontinue the business activities relevant to this invitation to tender or the company is taken over, the Tenderer must inform the Contracting Authority immediately. In that case, the Contracting Authority reserves the right to exclude this Tenderer from participating in the procedure.

5.15 Brand names

If the Specifications mention a certain product, source, special working method, reference to a brand, patent, type, origin or production in connection with technical specifications, this is only meant as an example. In such cases, the Tenderer must read the message or reference as including the words 'or equivalent', if this is not stated in the text.

5.16 Inaccuracies in the Descriptive Document

The Specifications have been carefully drawn up. The Tenderer must inform the Contracting Authority in writing as soon as possible, but no later than 14 days before the closing date for submitting the Tender, if flaws, procedural errors and/or contradictions are found. Candidates are expected to have a proactive attitude.

Flaws, procedural errors and/or contradictions found after the aforementioned term, which the Candidate or the Tenderer did not observe earlier, are at the expense and risk of the Candidate or the Tenderer. In that case, the Candidate or the Tenderer will have lost its right in this matter.

5.17 Contradictions and lack of clarity in the Tender

If there are contradictions in the Tender, the Contracting Authority will assume the most advantageous offer or part thereof in the assessment. In that case, the Tenderer must keep the offer or that part open in full and unconditionally.

If there is a lack of clarity in a Tender, the Contracting Authority reserves the right to ask for a clarification and/or an addition. This clarification and/or addition may not entail an essential change of the Tender. If this is the case in the Contracting Authority's opinion, it will not take these clarifications and/or additions into account in the assessment.

The absence of requested information, declarations and/or document can lead to exclusion. This also applies if information and/or data have been provided that are wholly or partially incorrect or incomplete. The Contracting Authority has the right to ask Tenderers to supplement the missing data. The Contracting Authority also has the right to check the information provided by the Tenderer in respect of third parties.

6 – SELECTION STAGE

6.1 Grounds for Exclusion

For the assessment of the Tenderers (this chapter) and the Tenders (chapter 7), format requirements, Grounds for Exclusion, Eligibility Requirements and Award Criteria are used in succession. This chapter describes the format requirements, Grounds for Exclusion and Eligibility Requirements against which the Tenderer will be tested.

6.1.1 General

This chapter explains which Grounds for Exclusion apply and which Eligibility Requirements the Contracting Authority applies. It also explains which supporting documents Tenderers, consortium partners (if any) and subcontractors need to submit and when ('when submitting the tender', or 'on request'). This is visualized in the diagram below.

No.	Description	When submitting the tender	On request	§
	Grounds for Exclusion			
U1	European Single Procurement Document (ESPD)	X		6.1.2
U2	Supporting documents Grounds for Exclusion		X	6.1.3
	Eligibility Requirements			
E1	Cover for liability risk		X	6.2.1
E2	Experience Tenderer		X	6.3.1

So as to minimize the administrative burden on the Tenderers, the Contracting Authority uses the European Single Procurement Document and the Contracting Authority will only ask for a limited amount of supporting documents (the references) for the Tender. The other supporting documents are requested from the provisional winner only after the provisional award. The **provisional winner needs to submit these supporting documents** on the Contracting Authority's demand **within seven calendar days**, subject to being excluded. So as not to restrict accessibility to this Contract unnecessarily for the market parties, the Contracting Authority has tried to reduce the number of Eligibility Requirements to a minimum.

6.1.2 U1: European Single Procurement Document (ESPD)

The Contracting Authority applies the Grounds for Exclusion set out in Section 2.86 of the Public Procurement Act. To declare that none of the Grounds for Exclusion applies, Tenderers need to complete and sign *Annex D - European Single Procurement Document*. The completed and signed ESPD must be uploaded using TenderNed.

NOTE: If Tenders are submitted as a consortium (a Joint Venture), all consortium partners have to individually complete and sign the ESPD.

When the Tenderer relies on the capacity of one or more subcontractors within the meaning of Part II C of the ESPD, a separate ESPD must be completed for each of the subcontractors involved, along with the information asked for in Sections A and B of Parts II and III of the ESPD.

These consortium partners and subcontractors are, in the case of a provisional award, also obliged to submit the supporting documents referred to in paragraph 6.1.3 within the set term.

If a Tenderer does deploy subcontractors but if it does not rely on the capacity of these subcontractors, no separate ESPD is required from the subcontractors. In that case, the Tenderer mentions the subcontractors to be hired in Part II D of the ESPD.

6.1.3 Optional Grounds for Exclusion

For this Invitation to Tender, the Contracting Authority applies all Grounds for Exclusion set out in Section 2.87 of the Public Procurement Act. The Contracting Authority considers it advisable and proportional to apply these Grounds for Exclusion for the following reasons. The Contracting Authority is looking for a (financially) stable business to execute the Contract. For that reason, the Contracting Authority does not want to deal with businesses that are in one of the situations referred to in Section 2.87, subsection 1.b of the Public Procurement Act (insolvency, liquidation, moratorium, etc.). The Contracting Authority does not wish to be (potentially) disadvantaged as a result of arrangements that restrict competition. In addition, the Contracting Authority wants to deal only with ethical businesses of sufficient professional credibility. Within this framework, the Contracting Authority considers it important that its Contracted Parties comply with the statutory obligations and are not in one of the situations referred to in Section 2.87, subsections 1.a, 1.c, 1.d, 1.h, 1.i and 1.j of the Public Procurement Act. Furthermore, the Contracting Authority finds honest competition important and wants to prevent any form of unacceptable conflicts of interest. Also, in the interest of Tenderers, the Grounds for Exclusion referred to in Section 2.87, subsections 1.e and 1.f of the Public Procurement Act apply. On a final note, the Contracting Authority only wants to deal with reliable businesses. When a business owner is responsible for considerable or repeated shortcomings of vital provisions in the execution of previous contracts, the Contracting Authority will consider such a business insufficiently reliable. That is why the ground for exclusion referred to in Section 2.87, subsection 1.g of the Public Procurement Act applies. For all optional Grounds for Exclusion, the Contracting Authority will look at any improvement measures taken by the Tenderer. If a ground for exclusion applies but the Tenderer is able to sufficiently demonstrate that he has taken appropriate improvement measures, the Contracting Authority will not exclude the Tenderer.

6.1.4 Supporting documents Grounds for Exclusion

In order to prove no Grounds for Exclusion apply, the Contracting Authority only asks for the supporting documents referred to in Section 2.89 of the Public Procurement Act 2012. This specifically means that the Contracting Authority wants to receive the following supporting documents at the following times:

- The Tenderer to whom the Contracting Authority wishes to award the Contract must submit an extract from the trade register that is less than six months old at the time the Tender is submitted. The Contracting Authority wants to use this supporting document in order to establish that the optional ground for exclusion of Section 2.87, subsection 1.b of the Public Procurement Act does not apply. Naturally, the Contracting Authority does not want to deal with businesses that are in one of the situations referred to in Section 2.87, subsection 1.b of the Public Procurement Act. From this supporting document the Contracting Authority also wants to be able to derive which natural persons are authorized to duly represent the Tenderer. The Tenderer, therefore, needs to go back in time far enough in order for the Contracting Authority to be able to establish which person or persons can duly represent the businesses. When the power of representation cannot be derived from the trade register or a similar register in the country where the business is established, a valid power of attorney that demonstrates the power of representation must be included.

These supporting documents must be submitted by the provisional winner within **seven calendar days** of a request to that end. The Contracting Authority also accepts information and documents from another Member State that serve a similar purpose, or which demonstrate that the Grounds for Exclusion do not apply to the Tenderer.

6.2 Eligibility requirements with regard to financial and economic capacity

Based on the Eligibility Requirements set out below with regard to the financial and economic capacity (see also Part IV of the European Single Procurement Document) the Contracting Authority

determines if a Tenderer will be able to execute the Contract/Framework Agreement. The Contracting Authority will put aside the Tender if the Tenderer does not meet the requirement.

6.2.1 E1: Cover for liability risk

The Tenderer must be sufficiently insured against liability risks in connection with the execution of the Contract/Framework Agreement. To that end, the Contracting Authority considers **a minimum cover of €3,000,000.00 per event and a minimum cover of €5,000,000.00 per calendar year** appropriate. By signing the European Single Procurement Document, the Tenderer also declares that the insurance will remain in place for at least the aforementioned amount during the contract period.

When they submit their Tenders, the Tenderers declare they comply with this eligibility requirement. After the provisional award decision, the Tenderer must submit a supporting document (policy schedule) to whom the Contracting Authority intends to award the Contract, showing that the Tenderer has met this eligibility requirement. This supporting document must be submitted by the provisional winner **within seven calendar days of a request to that end**.

If at the time of submitting his Tender, the Tenderer has not taken out the liability insurance referred to in the sentence above, all the provisional winner has to do during the term referred to in this paragraph is to submit a certificate from his insurance company, in which the insurance company declares that it will conclude an insurance contract with the Tenderer against the liability risks referred to in the sentence above prior to the commencement date of the Contract, if the Contract is awarded to the Tenderer.

6.3 Eligibility requirements with regard to technical and professional competence

Based on the Eligibility Requirements set out below with regard to technical and professional competence (see also part IV of the European Single Procurement Document) the Contracting Authority determines if a Tenderer is suitable for executing the Contracting Authority. The Contracting Authority will put aside a Tender if the Tenderer does not meet the requirement.

6.3.1 E2: Experience Tenderer

In order to assess technical competence, the Contracting Authority has stipulated core competences that correspond with the desired experience with vital elements of the Contract.

It concerns the following core competences:

#	Core competence	Specification of proof
1	The Tenderer shall have experience in designing, realizing and installation of XPS systems connected to a high vacuum transfer line with transfer of material from the transfer line to the XPS chamber and vice versa.	At least one reference to a similar system.
2	The Tenderer shall have experience in designing, realizing and installation of XPS systems with multiple add-on equipment next to the basic XPS source (AIK) and detector.	At least one reference to a similar system.
3	The Tenderer shall have experience with integration of custom-made sample carriers in their sample handling system.	At least one reference to a similar system.
4	The Tenderer shall have experience with automated sample positioning under XPS interrogation via sample manipulator or stage	At least one reference to a similar system.
5	The Tenderer shall have experience with XPS data output in different software formats.	At least one reference to a similar system.
6	The Tenderer shall have experience with XPS data software formats to quantify and analyze peak -shapes, -positions and -areas.	At least one reference to a similar system.

For each core competence, the Tenderer needs to provide one reference that demonstrates the Tenderer has the relevant competences for the execution of a contract of a similar scope as the Contract set out in paragraph 1.3. One reference can be used for multiple core competences. The references must concern contracts that were undertaken **during the past seven years**. Reference is made to Section 2.93 of the Public Procurement Act.

The following aspects should, in any case, appear in the description of the experience required:

- the name, type and country of residence of the reference organization or referee;
- the contact person with telephone number;
- the core competences demonstrated in the project;
- the scope and duration (start and end dates) of the reference contract/the project;
- a description of the reference contract;
- any particulars.

To this end, the Tenderer can use the *Annex E – Core Competence Form*.

The Contracting Authority reserves the right to enquire with the parties named in the references, also to gauge the contacting party's satisfaction. The Contracting Authority will check the Tender for the presence of the relevant references and check if they comply with the minimum requirements.

7 – AWARD STAGE

This chapter describes the Award Criterion and explains what information a Tenderer has to submit and the way in which it is assessed by the Contracting Authority.

7.1 Award criteria

The Contracting Authority assesses the Award Criteria and the Grounds for Exclusion and he assesses the Tenders on the basis of the Award Criterion.

In order to reach a final score and as such be able to determine the Tenderer with the best Tender, the Contracting Authority uses a number of Award Criteria (G). Between these Award Criteria, the Contracting Authority applies a weighting.

The Award Criteria that are applied and the corresponding weighting are set out in the table below.

Award Criteria	Description	Maximum points	§
G1	Technical quality	145 points	7.4.1
G2	Service quality	30 points	7.4.2
G3	Price	Based on awarding formula	7.4.3

7.2 Award model

The Contract is awarded to the Tenderer with the most economically advantageous Tender, using the **lowest price per quality point** method, which is calculated by dividing the price of the Tender by the total sum of awarded quality points as given by the following formula:

$$\text{price per quality point} = \frac{\text{price of Tender}}{\text{awarded quality points}}$$

The price per quality point will be calculated in two decimals.

A Tender can receive a total maximum of **175** quality points. Tenders with less than 60% of the maximum quality points (**105** points) will be discarded based on the fact that DIFFER is looking for a Tender with high quality.

If the price per quality point is equal for two or more Tenders, the Tender with the most awarded quality points wins.

If the price per quality point is equal and the sums of awarded quality points are equal for two or more Tenders, the Contracting Authority will use a drawing of lots by a notary.

7.3 Assessment Award Criteria

The Contracting Authority assesses the Tenders on the basis of the Award Criteria.

In order to reach a final score and as such be able to determine the Tenderer with the most economically advantageous Tender, the Contracting Authority uses Award Criteria G1, G2 and G3 listed in Section 7.1.

Between these Award Criteria and the sub-Award Criteria listed in *Annex A – XPS Award Criteria*, the Contracting Authority applies a weighting with the use of points.

Assessment

An appropriate expert assessment team assesses the provided proof with respect to the Award Criteria and verifies the appropriate number of points. First, assessors carry out an individual assessment. Each member of the assessment committee verifies the score for each sub criteria within G1 and G2. To determine the score each assessor ranks Tenderers based on their answer/input for each sub criteria.

After the individual scoring a plenary assessment meeting will be held. At the plenary assessment meeting, the assessment team discusses the scores awarded by each assessor. The goal of this plenary meeting is to reach consensus, for each Award Criterion, about the score to be awarded and

to determine the final score and substantiation. If no consensus can be reached, the final rating is based on the unweighted average of all individual ratings of assessors. The average score is not rounded up (but may be shown as rounded up for practical reasons).

7.4 Award Criteria

7.4.1 Technical quality requirements

The technical quality of each Tender will be evaluated relatively following the requirements listed in *Annex A – XPS Award Criteria*.

7.4.2 Service quality requirements

The service quality of each Tender will be evaluated following the service quality requirements listed in *Annex A - XPS Award Criteria*.

7.4.3 Price

The Tenderer must upload a pricing sheet.

The purchase price of the XPS system includes all costs, such as design, fabrication, delivery, installation, training and education of technical staff at DIFFER, guarantees, any additional costs for travelling and accommodation, as well as all costs in order to meet the demanded requirements as mentioned in this Descriptive Document, its appendices and the additional functionality offered by the Tenderer in this Offer.

The assessment of the price will be used in the assessment formula **lowest price per quality point**.

Maximum Price

Tenders containing a total price higher than **€ 830.000,- without VAT** will be discarded and excluded from participating in this tender.