

Applicable to the European Public Tender for:

2024 FPL-INK 086 X-ray CT scanner

Contracting authority:

The Netherlands Organisation for Applied Scientific Research / TNO

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Definitions

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

Aanbestedingswet (Dutch Procurement Act)	: the <i>Aanbestedingswet 2012</i> , effective 1 November 2012, as published in the Government Gazette 2012 no. 542; amended 1 July by Act of 22 June 2016 to amend Netherlands Procurement Act 2012 in connection with the implementation of European Directives 2014/23/EC, 2014/24/EC and 2014/25/EC; commonly referred to in English as the Procurement Act. May be abbreviated to 'AW'.
Appendices	: Appendices to these Tender Instructions, viz. • A01 to A.[...] – prescribed templates to be used when preparing and submitting the Tender (bid) • B01 to B.[...] – prescribed templates to be used for the provision of information by one or more Third Parties e.g. evidential documents to support the Self-Declaration • C01 to C.[...] : documents and supplementary information which form part of the Tender Instructions but are not intended for submission to any external party.
Award Criteria (singular: criterion)	: the criteria used by TNO to determine which Tenderer has filled the most economically advantageous tender. Further information on the Award Criteria can be found in chapter 6.
Award Decision	: the decision taken by TNO whereby the winning Tenderer is to be invited to enter into a Contract alternatively, the decision not to award the Contract to any party.
Call for Tender	: the announcement of a European (Public) Tender, usually on www.TenderNed.nl .
Contracting authority	: The Netherlands Organisation for Applied Scientific Research (TNO).
Combination	: an alliance of companies or legal entities who submit a joint tender as if acting as a single entity. Each member of the alliance is jointly and severally responsible and liable in law for the effective performance of the Contract, if awarded.
Combined tender	: a Tender which applies to two or more Lots, submitted on the condition that the Tenderer is to be considered for all such Lots rather than selected Lots.
Contractor	: the successful Tenderer to whom the Contract is awarded.
Contract	: the legally binding agreement between TNO and the Contractor, effected further to the outcome of the Tender procedure. (Where the agreement does not specify activities but allows the parties to do business together for an extended period of time without further negotiation, it is known as a Framework Agreement: see note below).
Eligibility Requirements	: the requirements imposed by TNO on all tendering parties not automatically excluded (under the Grounds for Exclusion), establishing minimum standards which must be met in order to be considered for the Contract.
Grounds for Exclusion	: reasons whereby a party is automatically deemed ineligible to take part in the Tender procedure. Depending on the contents of the tender documents and description, such reasons may relate to the (personal) circumstances of the Tenderer, an officer of that company and/or a Third Party with a material involvement in the Tender and the proposed Contract. The Grounds Exclusion are explained in chapter 5.

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

1 Contracting Authority and Contract

1.1 TNO

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

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

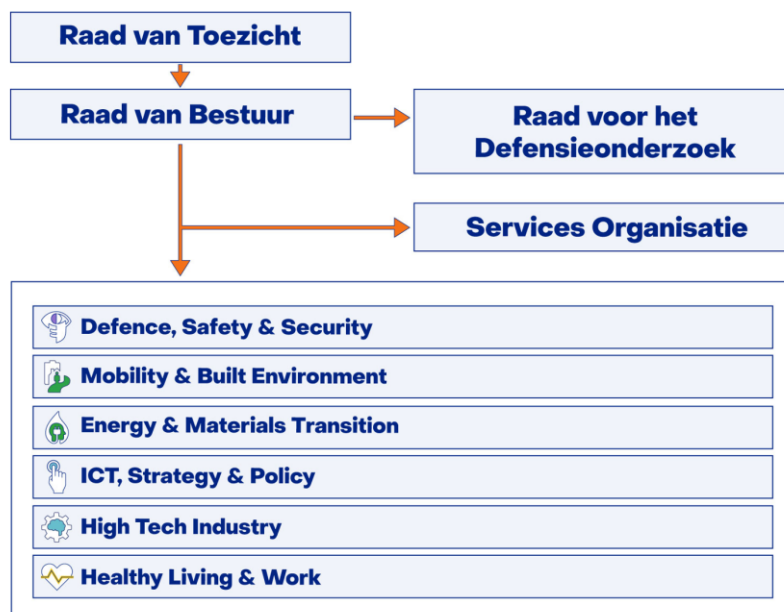
The organization has approximately 4,200 staff who work to develop and apply innovative knowledge. TNO conducts contract research on behalf of clients in all sectors, provides specialist advice and consultancy, and licenses the use of its many patents and the specialist software it has developed. TNO also tests and certifies products and services, issuing an independent quality assessment. The organization has spawned numerous commercial spin-offs to bring its innovations to market.

One of TNO’s key strengths is that it brings various scientific disciplines together under one roof. Those disciplines combine and interact to create groundbreaking and sustainable new solutions. Increasingly, TNO seeks collaboration with partners in government and industry, working alongside knowledge institutions and societal organizations at home and abroad. Through its varied activities, TNO stimulates economic growth and social renewal. The organization’s mission statement (as phrased in its 2022-2025 Strategic Plan) reads, “TNO connects people and knowledge to create innovations that boost the competitive strength of industry and the well-being of society in a sustainable way.” Its objectives are encapsulated in the motto, “TNO, Innovation for Life”.

For further information, see: www.TNO.nl.

1.2 Organizational structure

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



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

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

For further information, see: www.TNO.nl.

Procurement

TNO's Procurement Department oversees all purchasing, procurement and tendering procedures on behalf of TNO, working in close cooperation with TNO's Building Materials and Structures department.

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

TNO's Building Materials and Structures

Within the "Mobility and Built Environment" unit, TNO has a research department specializing in the study of Building Materials and Structures, abbreviated as BMS. A team of approximately 50 experts works here on developing knowledge and expertise in the fields of road construction, concrete, masonry, and timber construction. The construction sector is responsible for about 30% of global CO₂ emissions. To meet the 2050 climate goals, it is essential to significantly reduce emissions from the construction industry. Biobased building materials can play an important role, as they have a low CO₂ footprint compared to materials like metal and concrete, and they are renewable.

Consequently, TNO-BMS, in collaboration with market partners, is exploring the possibilities of applying biobased building materials, such as insulation, doors, window frames, floors, and walls, and scaling up their production and application. Extensive research is also conducted on the circularity of biobased materials, focusing on retaining the CO₂ stored in the material for longer periods. This includes the use of secondary (waste) wood in glued wooden building materials, as well as the production of fiberboards from agricultural fiber waste streams. Currently, most of the secondary wood and agricultural fibers are burned for energy recovery.

1.3 Contract description

The purpose of this Tender Procedure is to select one (1) Contractor to supply a X-ray Computed Tomography scanner (hereinafter referred to as "X-ray CT scanner"). The supplies and the manner in which they are supplied must comply with the specifications and criteria given in the Tender documents, and notably the Programme of Requirements (see Chapter 8). There may be a combination of 'hard' and 'soft' requirements. The former are mandatory and must be met. If one or more of the 'hard' requirements are not met, the Tenderer will be excluded, provided the exclusion is not disproportionate. The 'soft' requirements are in the nature of 'preferences' which should be taken into consideration to the greatest extent possible.

1.3.1 Current situation and outlook

Within TNO-BMS, a pre-production facility is being established for the development (and production) of biobased building materials. In this pre-production facility, locally available biobased materials such as flax and hemp fibers, secondary timber, and locally grown timber are used as raw materials. To enable innovations and developments from these raw material streams, adequate measurement techniques (such as X-ray CT) need to be applied to assess the quality and enable processing of these materials. Specifically for secondary timber, this involves detecting metal components like nails, wood rot, and other forms of degradation. To reuse secondary timber, these degradations must first be detected before processing can occur. An internal study has shown that an X-ray CT scanner is the appropriate instrument for this purpose. As an example of the potential of secondary timber, research has revealed significant potential for using low-grade pallet timber in cross-laminated timber (CLT, a high-grade product). However, the manual removal of metal, contamination, and defects makes the production of pallet CLT economically unfeasible for the industry. Therefore, automated processing is essential to reduce the cost of secondary timber.

1.3.2 Scope and content of the intended contract

The Contract for the delivery of an X-ray Computed Tomography scanner relates to the provision of supplies and services as specified in the Programme of Requirements and Preferences (Chapter 8) as applicable.

Through this tender procedure, TNO intends to award a contract based on the Tender Guidelines for the selection of a suitable supplier who meets the specified requirements and preferences, and who is capable of delivering the necessary products and services within the stipulated timeframe and conditions.

1.3.3 Lots

The contract consists of a single lot.

1.3.4 Maintenance/Services

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

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

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

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

“All-inclusive”

What is offered for the “All-inclusive” maintenance contract type. What exactly does Tenderer offer, such as but not limited to response times, service-desk reachability, additional service hours, prices for spareparts/consumables, etc. Make a preventive and (if available) corrective breakdown here.

“Basic”

What is offered for the “Basic” maintenance contract type. What exactly does Tenderer offer, such as but not limited to response times, service-desk reachability, additional service hours, prices for spareparts/consumables, etc. Make a preventive and (if available) a corrective breakdown here.

Also clearly describe what is not part of both maintenance contracts. The entire answer should be no more than six (6) A4 pages. If the answer exceeds six (6) A4 pages, the additional pages will be disregarded.

1.4 Socially responsible procurement

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

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

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

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

2 The Tender Procedure

The Tender Procedure is conducted in full compliance with the conditions of the Dutch *Aanbestedingswet* (Procurement Act), which in turn is based on relevant European legislation.

TNO has opted for the 'public' tendering procedure. This means that the Call for Tenders will be published on the TenderNed website at www.TenderNed.nl.

TNO has opted to apply the European public procurement procedure. This is because:

- i) based on the limited competition in the field to which the Contract pertains, a restricted number of Tenders are expected whereupon the public procedure is likely to be more (cost-)efficient;
- ii) (ii) the complex nature of the Contract activities restricts the number of parties able to meet the eligibility criteria whereupon the public procedure is likely to be more (cost-)efficient.

2.1 Schedule

The proposed schedule for the Tender Procedure is as follows:

No.	Action	Deadline
1.	Publication of Call for Tenders (on www.TenderNed.nl)	11-September-2024
2.	Final opportunity for interested parties to submit questions	01- October -2024, 11:30 AM
3.	Publication of (final) Memorandum of Information	08- October -2024
4.	Final date (and time) for submission of Tenders	29-October-2024, 11:30 AM
5.	Announcement of Intention to Award	04-November-2024
6.	Final date for submission of evidential documents by intended Contractor	12-November-2024
7.	Final date for lodging an objection	04-December-2024, 11:30 AM
8.	Confirmation of Contract Award	05- December-2024 (or shortly thereafter)

Dates are indicative. TNO reserves the right to amend the schedule but will of course observe all legislative requirements. Tenderers will be informed about any amendment to the schedule.

2.2 Tender conditions

2.2.1 Acceptance

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

2.2.2 Formats

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

2.2.3 Self-declaration

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

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

2.2.4 Order of precedence

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

- Memoranda of Information, most recent first

- Tender Instructions and Appendices
- Call for Tenders.

2.2.5 Contact person and communication

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

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

Name : Mr. J (Jurjen) Bousma
 Position : Procurement Advisor
 Department : Procurement
 Correspondence : P.O. Box 96800, 2509 JE, The Hague
 Email : **via TenderNed; the message module of the present tender**

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

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

2.2.6 Language

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

2.2.7 Multiple tenders

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

2.2.8 Combination

A Combination is defined as an alliance of companies which submits a tender as a single party. A Combination must comply with the following criteria:

Coordinator

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

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

Other members

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

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

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

All Self-declarations must be duly signed by an authorized company officer.

2.2.9 Subcontractor

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

A lead contractor can submit a Tender with a subcontractor in one of the following two manners. The signatory's authority must be established by enclosing a certified extract from the Chamber of Commerce Trade Register with the subcontractor's Self-declaration form (Appendix **B01**).

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

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

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

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

Instructions for submission of evidential documents

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

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

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

The Tenderer should not complete Part II D of the Self-declaration.

➤ Required action between notification of Award and commencement of Contract

Where the successful Tenderer intends to involve one or more subcontractors in the performance of the Contract, TNO must be informed, in writing, of the name or names of the subcontractors who are to perform the contract, of the name of the duly appointed legal representative of each subcontractor, as well as the name, telephone number and email address of a contract person for each subcontractor. This information is to be provided no later than seven days prior to the date of commencement of the Contract that was agreed by TNO and the Contractor or subcontractor. No subcontractor may be involved or changed without TNO's prior written consent.

➤ Required action during performance of Contract

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

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

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

2.2.10 (no) Reliance on Third Party resources

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

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

No reliance on Third Party resources

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

Reliance on Third Party capacity

A) Instructions for completion of Tender

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

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

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

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

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

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

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

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

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

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

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

2.2.11 Alternative Tenders

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

2.2.12 '...or equivalent'

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

2.2.13 Reserved rights

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

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

3. If the Contract or Framework Agreement is terminated prematurely, the Reserve Contractor Agreement will be activated. See Chapter 5.

2.2.14 Confidentiality

The Tenderer undertakes to treat all information which may affect the commercial interests or scientific integrity of TNO in the strictest confidence. Information is provided on a 'need to know' basis and must not be disclosed to any employee or agent of the Tenderer's organization or those of a Third Party (including consultants and subcontractors) unless such disclosure is essential to the effective preparation of the Tender or, where applicable, the proper performance of the Contract. TNO acknowledges the confidentiality of all information provided in support of the Tender and undertakes not to disclose such information to unauthorized parties. However, Tenderers are advised that TNO is under a legal obligation to explain and justify the Award Decision, which may entail the disclosure of information pertaining to the Tenders received, both successful and unsuccessful.

2.2.15 Distortion of competition

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

2.2.16 Withdrawal of Tender

Submitted tenders cannot be withdrawn after the final date to submit a Tender (see Paragraph 2.1). The Tender will remain in place throughout its period of validity.

2.2.17 Period of validity

The Tender represents a formal offer which must remain valid for at least ninety (90) calendar days from the final date to submit Tenders (see Paragraph 2.1). This period of validity is automatically extended with the Tenderer who emerges as the Provisional Contractor until the point at which the final Contract is signed.

If an objection to the Award Decision is placed before the judicial authorities in accordance with Paragraph 6.2.1, the period of validity will (if necessary) be further extended by a period of thirty calendar days following the day on which the court returns its judgment.

2.2.18 Terms and Conditions of Contract

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

- The Contract entitled TNO Purchase Agreement, the draft version of which is included as Appendix **C02**.
- TNO's Purchasing Conditions for Goods TNO 2022, as included as Appendix **C03**, except where the Tender Documents include alternative provisions, in which case the Tender Documents take precedence.

As provided by Paragraph 2.3 of the Tender Instructions, the Tenderer may propose amendments to the current formulation of the Contract and exceptions to TNO's Purchasing Conditions for Goods 2022. The definitive Contract and Terms and Conditions of Procurement will accompany the final Memorandum of Information.

TNO will confirm the amendments to be made, which will be listed in the final Memorandum of Information.

Acceptance of the final version of the Contract and/or the amended Purchasing Conditions for Goods TNO 2022 is to be regarded as a Minimum Requirement. Failure to meet this Minimum Requirement in full will result in exclusion from the remainder of the Tender Procedure.

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

2.2.19 Suppliers' Terms and Conditions; Provisional Tenders

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

2.2.20 Legally valid signature

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

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

If a Tender and/ or one or more documents are legally and duly signed, the Tender is invalid and the Tenderer will be excluded, except when this is disproportionate and not contrary to the fundamental principles of procurement law.

2.2.21 Reimbursement of Tender costs

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

2.2.22 Statement of prices and costs

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

2.2.23 Site Acceptance Test (SAT)

The SAT (Site Acceptance Test) includes the following checkpoints:

- The X-ray CT scanner will be visually inspected for damage.
- The proper functioning of the systems will be checked:
 - Mechanical functions;
 - Electrical safety and switching functions;
 - User interfaces, including software;
 - A previously scanned sample (for example, a piece of secondary timber with various metal fasteners) where the same or better quality (contrast, resolution, and sharpness) as during the FAT must be demonstrated.
- Measurement of radiation dose rate at the surface, entry, and exit of the scanner, which must be below 1 µSv/h.
- All requirements and any additional preferences will be verified.
- The presence and quality of the documentation will be inspected.

A full acceptance test at the TNO location of the BMS department (Delft region, Netherlands) by the contractor must be conducted in collaboration with TNO. The details of the acceptance test (SAT) are to be mutually agreed upon between TNO and the Tenderer. The Tenderer must provide a proposal for the SAT.

If the X-ray CT scanner does not meet the SAT acceptance criteria, the parties will document these deficiencies in writing through a statement that will be legally signed by both parties. The Tenderer must provide TNO with an action plan with corrective measures within 15 calendar days (unless otherwise agreed). Upon TNO's approval of the action plan with corrective measures, the Tenderer must rectify all deficiencies within the agreed timeframe at no additional cost.

2.2.24 Publicity

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

2.2.25 Intellectual property rights

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

2.2.26 Use of TNO logo

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

2.2.27 Defects in the Tender and explanations by the Tenderer

In case a Tender has a defect which makes the Tender invalid, the Tenderer will be excluded, except when this is disproportionate and repair of the defect is in compliance with the fundamental principles of procurement law. TNO has the right, but no legal obligation, to offer a Tenderer the opportunity to repair the defect. For instance by submitting a missing document. Repairing a defect in the Tender is only possible and can only be allowed when this is in accordance with the fundamental principles of procurement law, in particular the principle of equal treatment. Any repair must be made within 48 hours after a written request by TNO. In case a defect is not sufficiently and/ or timely repaired, the Tender will be declared invalid and the Tenderer will be excluded.

Tenderers must draft their Tender as clear and concrete as possible to avoid unclarity. TNO has the right to ask Tenderers for a clarification of their Tender. Tenderers must be aware that if a clarification is asked by TNO, the clarification must be provided within 48 hours after the written request. A clarification may not change the (contents of the) Tender.

2.3 Further information (questions)

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

During the period between the Call for Tenders and the information deadline, Tenderers may also submit grounded questions, suggestions for amendments to the text of the Tender documents, including the draft Contract included as Appendix **C02** and TNO's Purchasing Conditions for Goods TNO 2022 (Appendix **C03**). Suggestions should be restricted to textual improvements, editorial corrections and clarifications; they may not affect the essence of the Contract or the applicable Terms and Conditions. TNO reserves the right to act upon or reject such suggestions at its sole discretion.

Questions, comments and requests for supplementary information must be submitted in English. They must only be submitted in writing, and must use the 'editable' MS Excel template provided in Appendix **C01**. The specific aspect of the documents or procedure to which the query refers should be clearly indicated using the drop-down menu in Excel. The file must then be submitted via TenderNed; the message module of the present tender.

TNO therefore does not use the question and answer module in TenderNed. Questions submitted in the question and answer module will not be considered.

If two or more Memoranda of Information are issued, Tenderers may only submit questions, remarks, questions and/ requests for clarification for the second of following Memorandum of Information that concern the immediately preceding Memorandum of Information.

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

The Memoranda of Information will be published at www.TenderNed.nl in accordance with the schedule in Paragraph 2.1. All questions and the answers provided are to be regarded as an integral component of the Tender Instructions. In principle, the Tender Instructions document becomes definitive with the publication of the final Memorandum of Information. TNO advises interested parties to delay submitting a Tender until the final Memorandum of Information has been published since it may include information which affects the content of the Tender.

Responsibility for reading and acting upon the Memoranda of Information in a timely manner rests with the Tenderer. If the production of the final Tender is jeopardized by technical problems affecting the TenderNed site, the Tenderer should contact

the TNOIntu contact person named in Paragraph 2.2.5, and TenderNed, without delay. If the TenderNed site is indeed ‘down’, TNO will implement an alternative course of action (subject to the provisions of the Procurement Act.)

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

2.4 Disputes and applicable jurisdiction

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

Tenderers who object to (any part of) the Tender Procedure, (any part of) the information provided, or any other aspect directly or indirectly relating to the Tender Procedure and likely to affect its outcome, must bring their objections to the attention of the TNO contact person named in Paragraph 2.2.5 at the earliest possible opportunity. Before bringing proceeding to the District Court, the concerning Tenderer is required to request the TNO contact for a enumeration of TNO’s prevented days from attending.

The period in which a formal objection can be lodged against the Award Decision and/or the Tender Procedure is twenty calendar days from the date on which the Award Decision is issued. The objection must be made in writing and the writ must be served at the registered statutory address of TNO within the twenty-calendar day period. Where formal proceedings have not been instigated within the designated period, lapseTenderers forfeit their right to do so later (‘rechtsverwerking’).

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

2.5 Submission of the Tender

2.5.1 Digital submission

The Tender comprises all forms in Appendices **A01 to A07** which must be completed in full and duly signed by a legally authorized representative of the tendering organization. The formats given in the Appendices must be used.

For the signature requirements, see Paragraph 2.2.20.

For the current tender procedure, TNO has opted to use the online TenderNed system. The completed Tender documents must be uploaded to the TenderNed secure document safe no later than **11:30 AM on October 29 2024**.

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

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

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

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

2.5.2 Structure and presentation

The following instructions apply to the structure and presentation of the Tender submission. The Tender must consist of the following documents:

Part A comprises the following documents (files):

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

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

Appendix A03 Prescribed format for reference projects

Appendix A04 Schedule of prices / charges

Appendix A05 Conformity list Programme of Requirements

Appendix A06 Notification of preferences_answers to questions

Appendix A07 Optional maintenance/services

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

The various PDF files (Appendices **A01** to **A07**) are to be placed in a single folder which must then be compressed ('zipped'). This folder should be named xxxx_**part A**, where xxxx is replaced by (part of) the name of the Tenderer organization. Upload this compressed folder to TenderNed's secure document safe.

If a Tender is incomplete, the Tender is invalid and the Tenderer will be excluded, except when this is disproportionate and not contrary to the fundamental principles of procurement law.

3 Evaluation of Tenders and Tenderers

3.1 Evaluation team

A multidisciplinary team of four comprising program leader/ scientists/ operators will be assembled to undertake the qualitative evaluation of the Tenders. They all have the necessary expertise on the topics and processes relevant to this tender. The team members evaluate the Tenders on the basis of quality alone; they are not informed of the financial aspects. Each member of the evaluation team assesses the Tender against the qualitative (sub sub) award criteria, doing so independently and without reference to the other members of the team. A meeting is then held at which the individual evaluations are compared and discussed. The overall score given for each of the (sub sub) award criteria is the average of the individual scores.

3.2 Evaluation procedure

The evaluation procedure consists of the phases, as described in Chapters 2 to 8.

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

Based on the overall evaluation, TNO will rank the Tenders in order. The Tender in first place is the 'Economically Most Advantageous Tender based on the Price-Quality Ratio' ('Best PQR').

At any time during the evaluation procedure, TNO may contact a Tenderer to request clarification where necessary. Tenderers are expected to provide a response within 48 hours (Paragraph 2.2.26).

3.3 Provisional award decision

Once the tenders have been assessed and TNO has upheld the Contract Award recommendation, the intention to award notice shall be issued to notify both the successful and the rejected tenderers of this decision. The award shall be specifically subject to:

- The results of the verification of the supporting documents for Grounds for Exclusion and suitability requirements.
- Final approval by the management of TNO.

If, for some reason the need arises, TNO reserves the right to decide against awarding the contract (provisionally or otherwise, Paragraph 2.2.13). The issue of the intention to award notice by the contracting authority shall not constitute the acceptance of the tenderer's bid, as defined in article 6:217, Section 1 of the Netherlands Civil Code.

4 Evaluation of timely submission, form, presentation and completeness

4.1 Timely submission

The Tender must be submitted before final date (and time) for submission of Tenders (Paragraph 2.1). Any Tender that is received by TNO after this deadline will be deemed invalid and excluded from further consideration.

4.2 Form, presentation and completeness

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

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

5 Evaluation against Grounds for Exclusion and Eligibility Requirements

5.1 Grounds for Exclusion

The Tenderer will be evaluated against the Grounds for Exclusion. The Self-Declaration (European Single Procurement Document; Appendix **A01**, **A02** and **B03**) includes a section which requires the Tenderer to confirm that none of the Grounds for Exclusion applies. If one or more of the Grounds for Exclusion does apply, the Tenderer will be excluded from the Tender Procedure. The Tenderer on who one or more of Ground of Exclusion applies, has the right to describe in the Self-Declaration if it has taken any self-cleaning measures which prove the Tenderer's reliability and/ or if exclusion is disproportionate (article 2.87a and 2.88 Dutch Procurement Act).

Where any of the Grounds for Exclusion applies to any one member of a Combination, the entire Combination is excluded from the Tender Procedure. The Combination, or one or more of its members, on who one or more of Ground of Exclusion applies, has the right to describe in the Self-Declaration if it has taken any self-cleaning measures which prove the Combination's reliability and/ or if exclusion is disproportionate (article 2.87a and 2.88 Dutch Procurement Act).

Where the Tenderer calls upon the resources or abilities of one or more Third Parties, as described in Paragraph 2.2.10, and one or more Grounds for Exclusion applies to any of those Third Parties, TNO will disallow the involvement of that Third Party. The Tenderer will then be given an opportunity to find another Third Party able to provide the necessary resources. The Tenderer must do so within seven (7) calendar days after TNO's message. If the Tenderer is unable to do so within the allotted period, or if the replacement Third Party is also subject to any other Grounds for Exclusion, the Tenderer will be excluded from the remainder of the Tender Procedure. Tenderers must be aware that the replacing Third Party must comply to the same Eligibility Requirements as the original Third Party.

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

The evidential documents in question are:

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

Tenderers are reminded that it can take several weeks to obtain some types of evidential document. Especially a Certificate of Conduct (GVA), for which a maximum term of sixteen (16) weeks applies. It is therefore advisable to apply for them at the earliest possible moment. It will then be possible to produce the documents when required. It should also be noted that Tenderers are responsible for the timely submission of evidential documents, including documents pertaining to any Third Parties on whose resources they intend to rely. TNO therefore advises Tenderers to approach those Third Parties as soon as possible to make the necessary arrangements. Third Parties should be made aware of the time needed to obtain some documents.

A Tenderer who fails to submit and/or fails to timely submit and/or fails to fully submit the requested evidential documents (pertaining to himself or to any Third Parties) on time will be excluded from the Tender Procedure, except when exclusion is disproportionate. TNO then recalculates all submissions and invites the new number one party in the evaluation process to submit evidential documents

5.2 Evaluation of Eligibility Requirements

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

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

The Eligibility Requirements apply to several aspects: financial and economic capacity, technical and professional ability, and professional qualifications. The Tenderer must meet all Eligibility Requirements in order to be considered for the Contract, either independently or by relying on the capacity of one or more Third Parties.

5.2.1 Financial and economic capacity

5.2.1.1 Insurance

The Tenderer should be insured against corporate and/or professional liability with cover of at least € 1.000.000 per claim, giving rise to damage or series of related events, with a minimum annual payment of 200% of this amount, or must be willing to meet this requirement if identified as the Provisional Contractor. The insurance cover must be in place for the entire term of the Contract.

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

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

Where the Tenderer is not (yet) in the possession of the insurance policy or a certificate of insurance issued by an insurance company, within the period specified, he must complete, sign and return a Declaration of Intent to do so (Appendix **B04**). This is a statement to the effect that the Tenderer will obtain the required insurance cover and present the necessary evidential documents no later than **seven calendar days** before the signing of the Contract. It should be noted that this is a suspensory condition; failure to (timely) provide a copy of the policy or a certificate of insurance issued by the insurance company will result in the Contract offer being withdrawn and the Tenderer being deemed invalid. TNO will not issue confirmation of the Contract until the deadline for legal objections has passed or, if an objection is indeed lodged, it is overruled by the court. The Contract itself cannot be signed until TNO is in possession of evidence that the Tenderer holds the required insurance cover. In the absence of such evidence, TNO reserves the right to withdraw the Contract offer, whereupon the runner-up in the Tender evaluation process will assume first place and will be identified as the Provisional Contractor.

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

5.2.2 Technical and professional competence

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

5.2.2.1 Reference projects

To support the evaluation of technical and professional competence, the Tenderer is required to submit one (1) reference projects using the template provided in Appendix **A03**. These reference projects should demonstrate that the Tenderer has

adequate experience and possesses the skills which make up the core competencies listed below. For each core competency, the Tenderer should refer to *one* of the reference projects in **A03**. It is not necessary to list a separate reference project for each core competency; one project may be used to demonstrate several competencies.

5.2.2.2 Personnel

For TNO, it is important that the Tenderer has sufficient qualified personnel with the necessary knowledge and experience for the adequate execution of the contract. The following requirements apply to the technical competence and/or professional qualifications and quality of the staffing:

- Employees of the Tenderer who will be working for or on behalf of TNO must hold a valid Certificate of Conduct (COC), or equivalent. In some cases, a Certificate of No Objection (CNO), or equivalent, may be required. TNO may require the Tenderer to provide a CNO for its personnel for access to certain TNO documents, data files, databases, applications, (operating) systems, networks, rooms, and locations.

To demonstrate compliance with this requirement, the Tenderer initially needs to provide a Self-Declaration (see Appendix **A01**) by checking the "yes" box in Part IV. Upon request from TNO, the Tenderer that ranks first based on its submission must provide evidence within seven (7) calendar days.

- All work performed by the Tenderer for TNO must be carried out by, or under the supervision of, employees who are certified for the tasks to be performed.

5.2.3 Professional authority

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

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

- For companies registered in the Netherlands: an original certified extract from the Chamber of Commerce Trade Register should be submitted. This must be no more than six months old at the time of submission. Companies registered in another country should provide a comparable document in accordance with national legislation and practice.
- If the Tenderer is a legal partnership, extracts should be submitted for all parties who are included on the Trade Register, together with a declaration signed by all partners establishing the right of representation with regard to the Tender.
- If the Tenderer is a Combination, an extract should be submitted for each member.
- If the Tenderer intends to call upon the resources of one or more Third Parties or subcontractors, extracts should be submitted in respect of each Third Party or subcontractor.

5.2.4 Russia Sanctions

Following Regulation (EU) No. 833/2014 as last amended by EU Council Regulation (EU) 2022/576 of 8 April 2022, extensive sanctions have been imposed against the Russian Federation. These sanctions also include a prohibition, taking effect from 11 October 2022, on the execution of public contracts awarded to contractors to which Article 5k of the Sanctions Regulation applies.

In order to prove that no such prohibition on the execution of a contract is applicable, TNO requires Tenderer to complete and submit the self-declaration (Appendix **B05**). This statement should be legally signed by a representative of the company/ tenderer.

6 Evaluation against Award Criteria

TNO will evaluate and rank the Tenders based on the Award Criteria. In most cases, the primary consideration will be the Price-Quality Ratio.

6.1 Best Price-Quality Ratio

This criterion is divided into the following sub-award criteria and weighting factors. A numerical score is given in respect of Price (TP) and another for Quality (QU).

Award criteria	Max. points
Price (TP)	400
Quality (QU)	600
Total	1000

The Tender with the highest total score is designated the '*Economically Most Advantageous Tender based on the Price-quality Ratio*' ('*Best PQR*'). The scores are rounded down to the nearest (1) decimal point. The overall score is the total of all non-rounded scores. The Call for Tenders will state the maximum scores available for each (sub-) sub-award criterion. In the event of a 'tie' – two Tenders with exactly the same total score the choice will fall to the Tender with the highest score for Quality. If all Tenders also tie for Quality, the Provisional Contractor will be selected by a drawing of lots.

6.1.1 Sub-award criterium: Price (TP)

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

The maximum number of points that can be awarded for Price is listed in the table below:

Award criteria	Max. points
Price (TP)	400
Total	400

In the evaluation of the (sub-)award criterion for Price, it is ensured that the Price Sheet, Appendix **A04**, is fully completed. The following minimum requirements apply when submitting a price offer via the Price Sheet:

1. Prices and costs must be stated in euros, exclusive of VAT, and accurate to two decimal places;
2. Only the unit prices and fees listed in the Price Sheet will be evaluated and will apply during the execution of the final Agreement. Prices mentioned elsewhere in the submission do not create any rights or obligations between TNO and the Tenderer during the execution of the final Agreement;
3. Hourly rates are all-inclusive, covering all costs associated with the services, such as, but not limited to, travel and accommodation expenses, administrative costs, and overhead. No additional costs beyond those included in the submission's hourly rates will be incurred by TNO;
4. The Price Sheet must contain a price quote for all requested items. The Tenderer must use the Price Sheet provided by TNO without making any modifications;
5. The Tenderer is entirely responsible for the correct entry of figures and their summation;
6. The prices offered by the Tenderer must be unconditionally based on the Tender documents;
7. The prices and rates offered by the Tenderer in the price quote will apply, in the event of a final award, throughout the term of the final Agreement.

The lowest Price (TP) will be valued based on the cumulative costs in the Price Sheet defined by TNO.

The Tenderer with the lowest Price (TP), meaning the lowest calculated total price, will receive the maximum score, set by TNO at 400 points. For the other Tenderers, the number of points to be awarded will be determined proportionally, with points being deducted from the maximum score.

The total number of points for price will be calculated using the following formula:

$$Points = 400 - \left\{ \frac{(I - LI)}{LI} \times 400 \right\}$$

In which:

Points: number of points scored for the criterion Price

I: Tender with "Price-TP"

LI: Tender with lowest "Price-TP"

If $I \geq 2 \times LI$, zero (0) points are awarded for the criterion Price TP. The total score is rounded to whole points.

6.1.2 Sub-award criterium: Quality (QU)

Chapter 8 of the Tender Instructions, the Programme of Requirements (PoR), sets out the Minimum Requirements which must be met during the performance of the Contract activities. These are hard requirements, as formulated by TNO. If one or more of the hard requirements of the PoR are not met, the Tender is invalid.

In addition, the PoR includes a number of preferences with regard to the quality of the products concerned. These preferences have been identified by means of a process of consultation. Tenderers are asked to state whether and how they can meet these soft requirements. The ability to do so is likely to influence the assessment of quality.

For each preference, the Tenderer is asked to provide a description which addresses certain specific aspects.

The description should be clear and unambiguous, covering all the relevant points in order.

Each submission must be no more than the stated number of A4 pages (printed on one side only, with a line spacing of at least 1, minimum font size of 9 pt and margins of 2.5 cm left, right, top and bottom).

TNO will base its assessment solely on the answers given, which must remain within the permitted length. If an answer exceeds the permitted length, the pages exceeding the maximum will not be assessed. Tenderers should avoid including cross-references to other documents in an attempt to evade the length restriction. Illustrations, diagrams, tables, organograms and sample reports are permitted. Any appendices do not form part of the answer and will not be included in this part of the evaluation procedure. It is possible that two or more tenderers will achieve the same scores for a particular question.

The answers setting out the manner in which the which the Tenderer proposes to meet the stated requirements must be presented in accordance with the instructions in Chapter 8. The Tenderer must use the template provided in Appendix A05.

The allocation of scores for Quality is shown in the table below.

	Description	Comment score	Maximum score
Preference 8.4.1	See Chapter 8	See Chapter 8	50
Preference 8.5.1	See Chapter 8	See Chapter 8	50
Preference 8.6.1	See Chapter 8	See Chapter 8	40
Preference 8.6.2	See Chapter 8	See Chapter 8	30
Preference 8.6.3	See Chapter 8	See Chapter 8	10
Preference 8.6.4	See Chapter 8	See Chapter 8	20
Preference 8.6.5	See Chapter 8	See Chapter 8	15
Preference 8.6.6	See Chapter 8	See Chapter 8	40
Preference 8.7.1	See Chapter 8	See Chapter 8	10
Preference 8.7.2	See Chapter 8	See Chapter 8	35
Preference 8.7.3	See Chapter 8	See Chapter 8	50

Preference 8.7.4	See Chapter 8	See Chapter 8	100
Preference 8.7.5	See Chapter 8	See Chapter 8	100
Preference 8.8.1	See Chapter 8	See Chapter 8	50
Total			600

The evaluation of the answers to questions relating to the preferences listed in the PoR will also rely on a system of numerical scores. These scores will reflect the degree to which the Tenderer meets each preference. The various sub-sub-criteria will be scored by the individual assessors.

6.2 Award of Contract

6.2.1 Announcement of Award Decision

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

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

6.2.2 Objections

A Tenderer who does not agree with the Award Decision may lodge an objection. He must do so within twenty (20) calendar days of the date of the Award Decision and in the manner described in Paragraph 2.4. If interlocutory proceedings are filed, the Court's preliminary decision will be the basis for the continuation of the Tender Procedure.

6.2.3 Confirmation of Award

Once the period permitted for objections has elapsed and no interlocutory proceedings are filed, TNO will contact the winning Tenderer, as soon as possible, with a view to signing the Contract *unless* an appeal has been lodged with the judicial authorities. The Award is confirmed and is deemed to be final when TNO and the Tenderer enter into a formal Contract. Until the agreement is signed, TNO has no obligation, legal or otherwise, towards the Tenderer or any other party.

7 Evaluation of evidential documents and other documents

7.1 Submission of evidential documents and other documents

The Tenderer identified as the Provisional Contractor must submit all necessary documents and information in support of the statements made in the Self-declaration, as well as any other documents and/or information necessary to determine whether the Tender meets all requirements and can be realised, no later than seven (7) calendar days of being requested to do so by TNO. (These documents in question are those supporting Appendices **B01** to **B07** and any others stipulated in the Tender Instructions and/or request for information.)

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

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

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

TNO can request the Provisional Contractor to provide other documents or evidence concerning the contents of the Tender.

7.2 Suspensory conditions

Where the Tenderer is unable to submit a copy of the required insurance policy or a certificate of insurance issued by a recognized insurance company within the period stated in the foregoing Paragraph, but has nevertheless signed the Declaration of Intent in Appendix **B04**, and provided that the period permitted for objections has elapsed without any party notifying the intention to instigate legal action (or such action has been adjudicated in TNO's favour), TNO will notify the Tenderer of its intention to enter in a contract 'under suspensory conditions'. In practice, this means that the Contract may only be deemed final and valid if the Tenderer is able to submit a copy of the required insurance policy or a certificate of insurance issued by a recognized insurance company, showing that the Tenderer is insured as required in the Tender documents, no later than seven (7) calendar days before the signing of the Contract. The Contract will be finalized upon receipt of one or other of these documents.

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

7.3 Contract signing

If the conditions in Paragraph 7.1 and 7.2 and no interlocutory proceedings are filed within twenty (20) days after Award decision, or, if proceedings are filed, the claims are denied, TNO and the Provisional Contractor can proceed with the signing of the contract. TNO points out that the Contract has not been definitively awarded until the Contract has been signed by both TNO and the Contractor.

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

TNO will assess all Tenders against the Minimum Requirements which relate to the manner in which the Contract itself is to be performed. The Minimum Requirements imposed by TNO itself are listed in Chapter 8, the **Programme of Requirements** (PoR).

By submitting a Tender, the Tenderer indicates his unconditional acceptance of all Minimum Requirements, including the terms and conditions stated in the Draft Contract (Appendix **C02**).

Tenders which do not comply unconditionally with all minimum requirements are deemed invalid and will be excluded from further consideration. This applies to the hard requirements. Tenders are requested to file an answer on the preferences/ soft requirement that can be scored by TNO (Chapter 6).

As stated in Paragraph 6.1.2 of these Tender Instructions, this PoR contains, in addition to the minimum requirements, a number of requests, which are asked by question, regarding the quality of the requested service/delivery.

The Tenderer demonstrates the ability to meet the requirements and preferences by means of his answers to the various questions, which must be structured in accordance with the instructions given in Chapter 8. The Tenderer must use the template provided in Appendix **A05**.

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

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

The Programme of Requirement and Preferences are divided into the following sections:

The Programme of Requirement and Preferences are divided into the following sections:

- 8.1 General
- 8.2 Technical specifications
- 8.3 X-ray source
- 8.4 X-ray detector
- 8.5 Scan quality and resolution
- 8.6 Specimen specifications and transport
- 8.7 Reconstruction software
- 8.8 Delivery, placement en installation
- 8.9 Training
- 8.10 Acceptation
- 8.11 Warranty, service en documentation
- 8.12 Invoicing schedule

8.1 General

	Description	Comment score	Maximum score
Requirement 8.1.1	The Tenderer ensures that they understand the purpose for which TNO is acquiring the products and associated services and agrees to perform the deliveries and services as an expert in such a way that, at the time of delivery and throughout the maintenance period, the requirements are met.		
Requirement 8.1.2	The Tenderer guarantees that the system and all accessories to be delivered are available on the Dutch market, that it is not a prototype, that it incorporates the latest state of the art technology, and that it includes the most recent version of the relevant hardware and software.		
Requirement 8.1.3	Components of the instrument with a limited expected lifespan can be replaced.		

Requirement 8.1.4	The X-ray CT scanner consists of an X-ray source, a rotation mechanism, a detector, a sample transport mechanism, a reconstruction algorithm, and a control system.		
Requirement 8.1.5	The X-ray CT scanner must be CE certified and compatible with Dutch occupational safety regulations (ARBO).		
Requirement 8.1.6	The X-ray CT scanner must comply with the requirements set out in the Dutch Nuclear Energy Act (ANVS).		
Requirement 8.1.7	Full (hardware and software) accessibility is required for TNO to enable the integration of the CT scanner into a custom-made automated system (in other words, "Engineering access" is required).		
Requirement 8.1.8	The operating language of the system must be English.		
Requirement 8.1.9	The obtained CT scan data remains confidential to TNO and will only be shared with the Tenderer and other parties in consultation with TNO.		
Requirement 8.1.10	Under normal use, the system must remain operational for at least 10 years, during which it must continue to be fit for purpose and meet the agreed specifications.		

8.2 Technical specifications

	Description	Comment score	Maximum score
Requirement 8.2.1	Automated sequential and individual CT scans must both be possible.		
Requirement 8.2.2	The 3D reconstruction/scan must cover the entire specimen (with a length of up to 3 meters or more).		
Requirement 8.2.3	The maximum external dimensions of the system are 12 x 4 x 4 meters (<i>l x w x h</i>).		
Requirement 8.2.4	The power supply input must be compatible with the Dutch power grid, for example, 230VAC or 400VAC, 50/60Hz, <16A or <63A.		
Requirement 8.2.5	The energy consumption must be less than 10 kW.		
Requirement 8.2.6	Maximum floor load of 2500 kg/m ² .		
Requirement 8.2.7	Radiation intensity at the surface and at the specimen input and output must be less than 1 micro-Sv/hour.		

8.3 X-ray source

	Description	Comment score	Maximum score
Requirement 8.3.1	The specifications of the imaging system, specifically the source and the detector, must be provided at the time of submission.		
Requirement 8.3.2	Stability of the source voltage to the X-ray tube must be within 1% of the set value.		
Requirement 8.3.3	Variable source voltage must be at least between 60 and 150 kV.		
Requirement 8.3.4	Variable source current must be at least up to 2 mA.		

8.4 X-ray detector

	Description	Comment score	Maximum score
Requirement 8.4.1	Bit depth of at least 12 bit.		
Preference 8.4.1	Grid in front of the detector to reduce scattering.	Binary: yes/no	50

8.5 Scan quality and resolution

	Description	Comment score	Maximum score
Requirement 8.5.1	3D resolution of at least 0.5 mm.		
Preference 8.5.1	3D resolution better than 0.4 mm.	Binary: yes/no	50
Requirement 8.5.2	The scan quality (resolution, contrast, artifacts) must be sufficient to clearly detect metal fasteners (nails, screws, staples, etc.) with a diameter of 0.5 mm or larger, as well as the wood grain rings (if detectable with the given resolution) within a single scan.		
Requirement 8.5.3	There must be no loss in scan resolution or quality during the first 8 hours of scanning.		

8.6 Specimen specifications and transport

	Description	Comment score	Maximum score
Requirement 8.6.1	Maximum specimen weight of 75 kg.		
Preference 8.6.1	TNO values the ability to use the X-ray CT scanner broadly for other building materials such as concrete and asphalt. The capability to scan heavier specimens can support this.	75 – 100 kg: 10 100 – 125 kg: 20 125 – 150 kg: 30 >150 kg: 40	40
Requirement 8.6.2	Maximum specimen cross-section of 0.2 x 0.1 m.		
Preference 8.6.2	TNO values the broad applicability of the X-ray CT scanner. The ability to scan specimens with larger cross-sections can support this.	Linear distribution: till 0.2x0.11 m: 3 till 0.2x0.12 m: 6 till 0.2x0.13 m: 9 till 0.2x0.14 m: 12 till 0.2x0.15 m: 15 till 0.2x0.16 m: 18 till 0.2x0.17 m: 21 till 0.2x0.18 m: 24 till 0.2x0.19 m: 27 till 0.2x0.2m and higher: 30	30
Preference 8.6.3	TNO values the broad applicability of the X-ray CT scanner. The ability to scan specimens with larger cross-sections can support this.	Linear distribution: till 0.21x0.21 m: 2 till 0.22x0.22 m: 4 till 0.23x0.23 m: 6 till 0.24x0.24 m: 8 till 0.25x0.25 m and higher: 10	10
Requirement 8.6.3	Maximum specimen length of 3 meters.		

Preference 8.6.4	TNO values the broad applicability of the X-ray CT scanner. The capability to scan longer specimens can support this.	Linear distribution: till 3.1 m: 2 till 3.2 m: 4 till 3.3 m: 6 till 3.4 m: 8 till 3.5 m: 10 till 3.6 m: 12 till 3.7 m: 14 till 3.8 m: 16 till 3.9 m: 18 till 4.0 m and higher: 20	20
Requirement 8.6.4	Scanning speed up to 5 meters/min.		
Preference 8.6.5	TNO values the ability to scan large volumes in a short time without reduction of scan quality. Faster scanning is therefore desirable.	Linear distribution: till 7 m/min: 1 till 9 m/min: 2 till 11 m/min: 3 till 13 m/min: 4 till 15 m/min: 5 till 17 m/min: 6 till 19 m/min: 7 till 21 m/min: 8 till 23 m/min: 9 till 25 m/min: 10 till 27 m/min: 11 till 29 m/min: 12 till 31 m/min: 13 till 33 m/min: 14 till 35 m/min and higher: 15	15
Requirement 8.6.5	Adjustable scanning speed.		
Preference 8.6.6	The ability to scan with non-translating scanner and/or specimen.	Binary: yes/no	40

8.7 Reconstruction software

	Description	Comment score	Maximum score
Requirement 8.7.1	Visual output files must be exportable to (stacked) images with at least one of the following file extensions: ".tif", ".png", ".jpg", ".bitmap" or similar.		
Preference 8.7.1	Visual output files must be exportable to videos with at least one of the following file extensions: ".avi", ".mp4", ".wmv" or similar.	Binary: yes/no	10
Preference 8.7.2	Post-processing options, including various scan filter options such as "Gaussian" or "Adaptive Gaussian" filtering.	Binary: yes/no	35
Preference 8.7.3	Post-processing options, including artifact correction algorithms for (metal, ring, beam hardening) artifacts.	Binary: yes/no	50
Preference 8.7.4	Option for timber strength classification	Binary: yes/no	100
Preference 8.7.5	Automatic detection of metal components in timber.	Binary: yes/no	100

8.8 Delivery, placement en installation

	Description	Comment score	Maximum score
Requirement 8.8.1	Delivery is all-inclusive, covering all costs, including transport, overhead, installation, licenses, training (offered), warranty, maintenance, and any other (unforeseen) expenses.		
Requirement 8.8.2	The delivery, placement, and installation of the system at the location in the Delft region must be completed within a maximum of 12 months after the award of the contract. Faster delivery and installation will be rewarded as described in the preference (8.8.1) below.		
Preference 8.8.1	TNO places great importance on delivery, placement, and installation before the required maximum of 12 months after the award of the contract. For delivery, placement, and installation from the date of contract confirmation, the scores mentioned here can be achieved.	0-6 maanden: 50 6-9 maanden: 20 9-12 maanden: 10 >12 maanden: 0	50
Requirement 8.8.3	The CT scanner must be delivered on call.		

8.9 Training

	Description	Comment score	Maximum score
Requirement 8.9.1	On-site training must be provided during and within two months after the installation of the system, covering the system, hardware, and software. Between 2 to 5 (TNO) staff members will attend the training.		
Requirement 8.9.1	Engineers must be demonstrably trained and certified for the system.		

8.10 Acceptation

	Description	Comment score	Maximum score
Requirement 8.10.1	After the awardance, a plan will be developed in consultation with TNO by the supplying party detailing how this will be executed (including a timeline, what is needed for installation, facilities, etc.), taking into account the requirements specified in Subsection 2.2.23 Site Acceptance Test (SAT).		

8.11 Warranty, service en documentation

	Description	Comment score	Maximum score
Requirement 8.11.1	The system must be delivered with a warranty period of at least 12 months, starting from the date of acceptance of the SAT. This warranty must include parts, labor, and travel costs for engineers.		
Requirement 8.11.2	The system must come with comprehensive documentation for both hardware and software, written in English or Dutch. Documentation must be provided both digitally and in paper format.		
Requirement 8.11.3	On-site service must be available within 1 week of an incident.		
Requirement 8.11.4	A service contract must be available.		
Requirement 8.11.5	Full product support, including maintenance and repairs, must be provided for a period of at least 5 years.		

8.12 Invoicing schedule

	Description	Comment score	Maximum score
Requirement 8.12.1	The billing schedule should be as follows: - 30% after the order is placed (with a bank guarantee); - 50% after delivery (with a bank guarantee); - 20% after the completion of installation and acceptance.		

9 Appendices

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

The Appendices fall into three categories:

A) To be submitted with Tender

- Appendix A01** Self-declaration by the Tenderer: European Single Tender Document (ESTD)
 - *If the Tender is to be submitted by a Combination, a copy of Appendix A01 must be submitted by each member of the Combination.*
- Appendix A02** Self-declaration by all Third Parties on whose resources the Tenderer intends to rely: European Single Tender Document (ESTD)
 - *Where necessary, a copy of this form should be provided for each Third Party on whose resources the Tenderer intends to rely.*
- Appendix A03** Reference projects
- Appendix A04** Schedule of Prices and Costs
- Appendix A05** Conformity list Programme of Requirements and Preferences
- Appendix A07** Optional maintenance/services (own format)

B) To be submitted on request (evidential documents)

- Appendix B01** Self-declaration with regard to subcontractor(s) to be deployed during performance of Contract
 - *Where necessary, a copy of this form should be provided for each subcontractor*
- Appendix B02** Declaration re. use of Third Party financial and economic capacity
- Appendix B03** Declaration re. use of Third Party technical and professional competence
- Appendix B04** Declaration re. insurance policy/certificate of insurance
- Appendix B05** Declaration European Sanctions

C) Additional information:

- Appendix C01** Standard template for questions submitted by Tenderer
- Appendix C02** Draft Contract
- Appendix C03** Purchasing Conditions for Goods TNO 2022

Remarks

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

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