

Descriptive Document

“Automation of Cell line development
for genetically modified hiPSCs”

On behalf of the European public
tender

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Definitions

A number of terms are capitalised in this Descriptive Document. The definitions of these terms are provided below.

Contracting Party

The legal entity governed by public law named Leiden University Hospital, acting under the name Leiden University Medical Center and registered in the Chamber of Commerce under number 27366422, henceforth referred to in this document as the LUMC.

Tender Documents

All documents that the LUMC has written or mentioned for describing or determining parts of the tender or the procedure. This concerns but is not limited to this Descriptive Document, the Appendices and the Information Note(s), i.e. tender documentation.

Public Procurement Act of 2012

The revised Public Procurement Act of 2012 took effect on 1 July 2016. European procurement directives 2014/23, 2014/24 and 2014/25 were implemented with these changes.

General Purchasing Conditions

General Purchasing Conditions of Leiden University Medical Center (LUMC), version dated January 2024.

Descriptive Document

This Tender Document, with which Tenderers who comply with the minimum requirements are invited to submit a Tender.

Appendices

Appendices that belong to this Descriptive Document that form an integral part of the Tender Document.

Third Party

A Tenderer on whom a Tenderer calls upon to meet the eligibility requirements and/or to implement a part of the Contract.

Award Decision

The LUMC's choice of Tenderer(s) with whom it wants to conclude the Agreement to which this procedure relates, including the choice not to conclude an Agreement.

Tenderer

An entrepreneur (contractor, supplier or service provider) who has submitted a Tender, either independently, as a general contractor or in a Joint Venture (alliance partnership) or who behaves during the tender procedure as if he might intend to submit a Tender.

Tender

Quotation submitted by a Tenderer within the framework of this tender.

Information Notes

Written response from the LUMC to questions that were asked by the Tenderer in a timely and correct fashion based on the Tender Documents. The Information Note can also contain messages from the LUMC. If questions are answered in an electronic system, then every individual response should be considered as an Information Note.

Contract

The deliveries and/or services that are executed by the winning Tenderer(s) pursuant to the Agreement.

Contractor

The Tenderer with whom the Client has concluded the Agreement.

Client

See Contracting Party.

Agreement

The mutual framework agreement, service provision agreement and/or delivery agreement based on which the Contract is executed and whose creation this tender procedure intends.

Joint Venture (alliance partnership)

An alliance partnership of Tenderers in the capacity of the Tenderer who are individually severally liable for the Tender and the execution of the Contract.

Written/In Writing

Every entity consisting of words or numbers that can be read, reproduced and communicated, including information transferred or saved using electronic means.

TenderNed

The electronic tender system as referred to in Article 4.13 of the Public Procurement Act of 2012. See www.tenderned.nl

ESPD

The European Single Procurement Document (ESPD), also called 'individual statement'. Declaration completed, signed and submitted at tender submission pursuant to the standard form as intended by Implementing Regulation (EU) 2016/7 of the European Committee dated 5 January 2016.

Chapter 1 Introduction

1.1 Summary

This is the Descriptive Document belonging to the European public tender for concluding an Agreement with one Contractor for a solution to automate the hiPSC culture.

The announcement of this Contract will be published at www.tenderned.nl and in the Supplement to the European Union's Official Journal (T.E.D.). All Tenderers who meet the minimum requirements are invited to submit a Tender either individually, in a Joint Venture (alliance partnership) or through Third Parties.

This Descriptive Document and associated Appendices explain the Contract, the tender procedure, the requirements which the Tenderers and their Tenders must meet and the manner in which the most economically advantageous Tender is chosen.

1.2 Choice of tender procedure

The Public Procurement Act of 2012 applies to this tender. Because the European threshold amount for deliveries and services for local authorities (in 2026: € 216,000 excl. VAT) is expected to be exceeded and no legal exceptions apply, a European tender must be held. In principle, there is a choice between two procedures: a public or a so-called non-public procedure.

It was decided that this Contract would undergo a European tender procedure through a so-called public tender procedure. This choice is made with the following being taken into consideration:

- Number of potential Tenderers
- Desired end result
- Complexity of the contract
- Type of contract and character of the market

1.3 Digital tender submission with TenderNed

The entire tender procedure is digital using TenderNed. This means that:

- a) All Tender Documents will be made available digitally and free of charge via TenderNed.
- b) Questions can be asked using the TenderNed question-and-answer function.
- c) Tenders must be submitted digitally.
- d) All additional correspondence will essentially take place using the TenderNed messaging module.

1.4 Contact during the tender procedure

Until the time of the definitive contract awarding, the Procurement Department is the only point of contact for Tenderers with regard to this tender procedure. In principle, all

correspondence takes place via TenderNed. Should this not be possible for technical reasons or should other contact be truly necessary, then Tenderers can initiate contact through aanbestedingen@lumc.nl.

If Tenderers experience technical problems or have questions about how TenderNed works, they should contact the TenderNed Service Desk and not the LUMC. The Service Desk is available on business days from 8:30 AM to 5:00 PM at +31 (0)800-836 33 76 or via <https://www.tenderned.nl/cms/nl/contact/mailen>.

1.5 Planning (indicative)

Within a tender procedure, Tenderers must take timely action at various moments. The LUMC strives to carry out the planning as indicated in TenderNed. If no explicit notice to the contrary is received, Tenderers should assume that said planning will be adhered to.

Attention: The planning is included in TenderNed. Check this carefully; the planning is not included in the request for quotation in order to prevent discrepancies!

1.6 Reading guide

The rest of this Descriptive Document consists of five chapters, a checklist and various Appendices:

- Chapter 2 discusses the goal of the tender, the type, scope and duration of the Contract and the context in which it takes place.
- Chapter 3 describes the tender requirements and the course of the procedure.
- Chapter 4 describes the minimum requirements that Tenderers must meet in order to submit a Tender.
- Chapter 5 describes the contract awarding criteria and the way the Tenders are assessed.
- Checklist: summarises all documents that must be submitted with the Tender.

The following Appendices are an inseparable part of this Descriptive Document:

- European Single Procurement Document
- Price List
- Core Competencies Format
- Purchase Agreement
- Standard Service Agreement
- LUMC General Purchasing Conditions

Chapter 2 The LUMC and the Contract

This chapter describes the Contract, the background of the tender, the objectives the LUMC is aiming for, the type and scope of the activities and the most important characteristics of the Agreement on the basis of which the Contract will be executed.

2.1 About the LUMC

The LUMC is a modern university medical centre for research, education and patient care with an excellent quality profile and a strong scientific focus. With a unique research practice of fundamental beta medical to applied clinical research, the LUMC is a global player in its field. The LUMC can hence also offer patient care and education based on the latest international insights and standards - and contribute to improving medicine and health care at its own institution and outside of it. The LUMC also acts as a knowledge centre for social issues regarding public health, plays a regional guiding role and is a centre for training and continuing education for medical professionals. The triangle formed with the University of Leiden and the Bio Sciencepark creates unique possibilities for medical innovation in and around Leiden.

For more information about the LUMC, please refer to the website www.lumc.nl.

2.2 About the department

The Leiden hiPSCs Centre is embedded in the Department of Anatomy & Embryology. This is one of the few departments within LUMC that is solely focused on research. As hiPSC Centre we provide an essential service by providing high quality hiPSC lines to academic researchers. We provide our own fully characterized control lines or can reprogram patient material to make new lines. We also provide a service to genetically modify your hiPSC line of choice. As part of our service, we can make isogenic controls of patient lines, make genetic knockouts, or make fluorescent reporters.

2.3 Reason for the tender

The Leiden hiPSC Centre LUMC is part of the hDMT INFRA StemCells infrastructure. The hDMT INFRA StemCells infrastructure serves to be used to conduct research and promote innovations related to human stem cells.

An important component of hDMT INFRA's capacity could be realized by the (robotics-based) automation of several core services, including the mass generation of 'healthy' and 'diseased' human induced Pluripotent StemCells (hiPSCs). Lines generated from diseased donors will be genetically modified to remove disease mutations. These isogenic lines that can be used as controls in disease models. Via automation, The Leiden hiPSC Centre will be able to substantially improve the efficiency of their services and the standardisation of their services.

The protocol that is currently used, consists of transfecting cells with Cas9 and HDR template. When the cells have recovered, they will be cloned by use of the UP.SIGHT

(Cytena). Cloning of the transfected lines is a necessity to achieve a genomic pure population. The clones are screened and correctly modified clones are expanded further for full QC analysis and freezing of stocks.

The current throughput limitation is the cell culture during the cloning and expansion phase of the project. During cloning multiple 96-well plates have to be combined to a single plate and replica split. Automating this step could make it possible to work with 384-well plates, necessitating less plates and culture media. This also is true for the expansion phase of the culture. By a more consistent way of culture less material will be wasted and less consumables will be needed in general.

The Program of Requirements is based on a budget of €1.000.000 **including VAT** given as a Grant by NWO for the project hDMT INFRA StemCells.

2.4 Objective of the tender

The LUMC wishes to achieve the following objectives with this tender and the Agreement stemming from it:

- a) The purchase of an automated platform for culturing human induced pluripotent stem cells (hiPSCs) after genetic modification;
- b) A supplier that can deliver all desired components and integrate the system, and is our single point of contact for maintenance and support;
- c) A platform that focuses on the tasks of cloning and culturing the cells, while maintaining high quality;
- d) An automated platform that is scalable and flexible to accommodate changes in protocols or culture needs;
- e) A platform that is able to prepare the cells for further (manual) handling.
- f) Less variation in hiPSC cell quality and experiment outcome when using the automated platform as compared to manual handling;
- g) Cost reduction by downscaling experiment size while also achieving a higher throughput by taking over bottleneck procedures;
- h) Professional support and proactive services
- i) High quality service and maintenance;

The LUMC translated these objectives into the demarcations of the Contract, the requirements placed on the execution of the Contract, the requirements placed on the Tenderers in order to be eligible for the Contract and the manner in which the most economically advantageous Tender will be chosen.

2.5 Merging of Contracts and separation into lots

In the opinion of the LUMC, there will be no merging of Contracts for this Contract. A differentiation into lots is not made within the Contract.

2.6 Type and scope of Contract

Purchase Agreement

LUMC intends to enter into a Purchase Agreement with the successful Tenderer for the acquisition of a system designed for hiPSC culture automation.

Standard Service Agreement

Service is included within the scope of this Tender. However, as departmental budgets may not always be available, the provision of service is considered optional. The majority of services will be delivered by LUMC personnel, who will receive appropriate training from the successful Tenderer.

The scope mentioned above is only intended as an indication; the Contractor cannot derive any rights whatsoever from this.

Out of scope:

Remodeling of the lab space. A BSL/ML I lab will be remodeled to house the tendered platform. The cost for this will be for the LUMC. Location of required utilities needs to be determined in consultation with provider.

We wish for a Cytex UP.SIGHT instrument to be integrated into the platform. The instrument is already owned and used by the LUMC hiPSC Centre. Therefore, the purchase of this instrument does not fall into the scope of the tender.

Chapter 3 Procedural aspects and rules

This chapter describes the procedural aspects regarding the tender and the tender requirements. Tenderers must fully comply with these rules. If this is not the case, the LUMC may decide to exclude the Tenderer from participation.

3.1 General tender rules

1. The LUMC is not obligated to award the Contract.
2. The LUMC will in no way reimburse costs incurred by the Tenderers relating to this tender procedure. The LUMC intends to successfully complete the tender procedure. However, if situations arise that result in a decision being made to stop the tender process in part or in its entirety, temporarily or definitively, and/or not to award the Contract, then the participating Tenderer has no right to compensation of any type whatsoever.
3. Exclusively Dutch law applies to this tender. A dispute between the parties involved in the tender, including a dispute that is only considered as such by one of the parties involved, which occurs due to this tender will be adjudicated by the competent court in the district of The Hague.

3.2 Communication, confidentiality of data and publicity

1. The Tenderer may only use the data that the LUMC makes available in connection with this tender for the objective for which the data were provided: (possible) participation in the tender.
2. The Tenderer is obligated to treat the data provided by the LUMC confidentially. A Tenderer will also impose this obligation on any auxiliary agents that he hires, such as a consulting firm that assists the Tenderer with compiling the Tender or a Third Party that may be solicited. It goes without saying that this confidentiality will also remain in effect after the tender procedure has been completed.
3. Publicity or advertising regarding, due to or with reference to this tender by or on behalf of the Tenderer, during or after completion of the tender is only permitted after prior Written consent from the LUMC.
4. The Tenderer is not permitted to approach persons working for the LUMC organisation in connection with this tender procedure, other than the contact described in chapter 1, unless the reason is to obtain reference contracts that can be used by the Tenderer during this tender procedure to demonstrate his eligibility.
5. Verbal announcements, commitments or agreements are not permitted within the scope of this tender and have no legal force. This also applies to verbally asked questions during an inspection or informational meeting; these must also be posed

in Writing and be answered by the LUMC in an Information Note before they have legal force.

6. All data exchanges, activities and correspondence during the tender procedure and when executing the Contract will take place in Dutch, unless expressly specified otherwise.

3.3 Rules for asking questions

1. The LUMC invites Tenderers to ask questions, which includes making text proposals and comments, etc.
2. Questions can be submitted in TenderNed.
3. In order to enable proper processing by the LUMC, every question must be asked separately, with a clear reference to the part of the Tender Documents to which the question refers and without mentioning company information.
4. The LUMC will answer the questions asked in Writing in one or more Information Note(s).
5. These Tender Documents have been compiled with care. Should the Tenderer nevertheless come across contradictions and/or deficiencies (in the broadest sense of the word), then the Tenderer must notify the LUMC of this as quickly as possible but at the latest before the last deadline for asking questions as stipulated in the planning on penalty of forfeiture of rights and loss of rights. The LUMC is not obligated to answer questions received after this deadline.
6. If a Tenderer believes that there are (still) contradictions and/or deficiencies after receiving an Information Note, then the Tenderer must, on penalty of forfeiture of rights and loss of rights, apply for an interim injunction against the LUMC as soon as possible but at the latest before submission of his Tender.
7. The LUMC expects a proactive attitude from Tenderers that contributes to the success of this tender. It is expressly not permitted to wait to voice objections until after the moment when the LUMC makes decisions within the scope of this tender (such as the announcement of the contract award decision). Objections must be voiced in accordance with the Tender Documents at a time when any contradictions and/or deficiencies can be eliminated (if necessary).
8. By submitting a Tender, the respective Tenderer expressly agrees to all aspects of this tender. If no questions or comments or an interim injunction as specified above are forthcoming, then the LUMC will trust that the tender process can be continued and that it can start receiving the Tenders. Tenderers who do not object to the content of the Tender Documents or submit an interim injunction in a timely fashion will forfeit the right to later take legal action against the supposed contradictions and/or deficiencies within the scope of this tender procedure.

3.3.1 Asking individual questions

1. Based on Art. 2:53, section 3 of the Public Procurement Act of 2012, Tenderers have the opportunity to ask questions individually if disclosure of this information would harm the company's legitimate economic interests. The assumption is that information will not be individually provided unless the Tenderer has provably demonstrated in the LUMC's opinion that the above-mentioned case regarding harming of interests applies. If a Tenderer wishes to make use of this possibility, he must substantiate the reasons for this in his question. If substantiation is missing or is insufficient in the LUMC's opinion, then the question will be rejected and will have to be asked again, if desired, as a non-individual question.
2. The LUMC will respond to the Written individual questions which it considers eligible for an individual answer in an individual Information Note.

3.3.2 Complaints procedure

1. A complaint is a written notification by a Tenderer in which said Tenderer indicates, with substantiation, the points in the Tender Documents or of the tender procedure with which he disagrees. Complaints may stipulate that a certain action or lack of action on the part of the LUMC is in conflict with legal provisions or other regulations that apply to this tender.
2. Complaints about this tender must first be voiced by Tenderers by asking questions in a timely fashion. If the complaint is not adequately answered in the Information Note(s), then a complaint can be submitted to kma@lumc.nl. A complaint is a Written notification from a Tenderer who has a vested interest in this tender. In the complaint the Tenderer must indicate, with substantiation, the points of the tender or parts thereof with which he does not agree. A complaint must be clearly indicated as such.
3. Submission of a complaint will not suspend the tender by definition, as this will be assessed by the LUMC. A Tenderer who files a complaint can also go to court in order to settle the matter with an interim injunction. Processing of a complaint that has already been filed can be suspended during an interim injunction procedure until the judge has issued a decision.
4. The LUMC will process the complaint as soon as possible and will expeditiously investigate whether or not the complaint is justified. The LUMC will make haste when making a decision about the complaint and any measures stemming from this decision, taking into consideration the interests of the complainant and other parties involved in the tender.

3.4 Rules for submitting a Tender

1. The Tender has a period of validity of at least six months starting on the deadline for submitting the Tender. If an interim injunction is pending within the scope of this tender, the period of validity will end one month after the interim injunction ruling.
2. Variations will not be accepted.

3. A Tenderer may only submit a tender once, either independently or as a participant in a Joint Venture (alliance partnership). A partnership is considered as one Tenderer. The same applies to individual operating companies within one holding company; one holding company will hence have multiple Tenderers.
4. A Third Party may act as a subcontractor for multiple Tenderers. A Third Party may act as a guarantor for multiple Tenderers if the eligibility criteria regarding financial and economic standing are in accordance with Art. 2:403 sub f of the Dutch Civil Code.
5. A Tender submitted other than via TenderNed will not be accepted.
6. The complete Tender must be submitted prior to the deadline mentioned in the most recent planning. No more Tenders will be able to be submitted after the submission deadline has expired. Late receipt, regardless of the reason, is at the expense and risk of the Tenderers.
7. In the event of a general failure of TenderNed at the moment of or close to the submission deadline, the LUMC retains the right to move the deadline so that the safe with Tenders is not yet opened, even if the deadline has already passed. This is a right, not an obligation on the part of the LUMC, and therefore does not change the fact that late receipt, regardless of the reason, is at the expense and risk of the Tenderers.
8. If a Tender is not complete, the LUMC can decide not to process it.
9. All documents, information, explanations and the like must be submitted as requested in the Tender Documents. If applicable, the formats that are provided must be used.
10. By submitting a Tender, the Tenderer fully and unconditionally agrees to the requirements and conditions stipulated in the Tender Documents. Submitting a Tender under different conditions is not permitted and will result in exclusion. If the Tender Documents contradict each other, the following ranking will apply with respect to the Agreement:
 - a) Information Notes, whereby the provisions in the most recent Information Note will prevail;
 - b) Draft Agreements, including Runner-up Agreement;
 - c) This Descriptive Document, including other Appendices;
 - d) General Purchasing Conditions;
 - e) The Tenderer's Tender.

Tenderers must fully take note of these documents given that they contain important obligations that may not be bypassed before a Tenderer submits a Tender. Submission of a Tender means complete acceptance without any reservation of all the conditions stipulated in the Tender Documents by the Tenderer. General conditions of the Tenderer or other general or specific conditions, such as sector-specific conditions, are expressly rejected.

Suggestions regarding the conditions can only be made by means of asking questions. The Information Note(s) indicate(s) whether and how these suggestions are taken into consideration. Thereafter the conditions will be definitive.

11. Tenderers must complete the **European Single Procurement Document (ESPD)**, legally sign it and enclose it with the Tender (see questionnaire 2 in TenderNed). The legal signing of the **ESPD** stands for the legal signing of the entire Tender. The LUMC has already filled in/checked everything that applies in Part I and Part III; the Tenderer must complete the rest. Part V of the ESPD is not relevant for this tender.
12. The validity of the signing by one or more natural persons must be clear from the excerpt of the company's registration in the commercial register. To this end, the Tenderer must submit an excerpt from the commercial register that is not older than six months upon first request. If the Tenderer is part of a holding company, it may be necessary to submit the excerpts of the holding company in order to show that the Tender has legally signed. If directors are limited and/or jointly authorised, it must be demonstrated that the authorisation was sufficient for being able to legally sign the Tender.
13. A legal signature is defined as a legal electronic signature or a legal 'wet' signature, after which the documents are scanned.
14. If the Tender contains ambiguities, the LUMC may ask for clarification from the Tenderer. This explanation must be provided in Writing and will be an inseparable part of the Tender. The explanation may not result in a change of the Tender.
15. The LUMC retains the right, without further approval, to check all information submitted by the Tenderer for accuracy and to contact the listed references.
16. Tenders will not be returned upon completion of this tender procedure.

3.4.1 Submitting a Tender as a Joint Venture (alliance partnership)

1. A Joint Venture of Tenderers (alliance partnership) can participate as one Tenderer. The additional provisions below apply to submitting a Tender as a Joint Venture (alliance partnership).
2. All Tenderers (alliance partners) who participate in the Joint Venture (alliance partnership) must submit an individual, legally signed ESPD in the Tender. Upon first request by the LUMC, additional supporting documents must be submitted for verification of statements, as stipulated in other sections of this Descriptive Document
3. All alliance partners must indicate the following in Part IIA of the ESPD under 'Manner of participation': a. the names of the other alliance partners; b. their own role; and c. which Tenderer will preside over the Joint Venture (alliance partnership) as the authorised representative ('coordinator') on behalf of the Joint Venture (alliance partnership) in dealings with the LUMC. The coordinator is hence the Tenderer who is adequately authorised by each alliance partner to enter into obligations within the scope of this tender on behalf of the Joint Venture. In addition, the distribution of activities must be described.

4. By completing and legally signing the ESPD, each alliance partner declares that he is jointly and severally responsible for complying with the obligations stemming from the Tender and the Agreement.
5. A Joint Venture (alliance partnership) that is in the process of being set up or a Joint Venture (alliance partnership) that does not organise as one legal entity does not need to submit proof of registration in a national professional or commercial register as a Joint Venture (alliance partnership). The individual alliance partners must, however, do this in such a case.
6. The reasons for exclusion that apply to this tender apply to the Joint Venture (alliance partnership) as a whole and to the individual alliance partners separately. If a reason for exclusion applies to one of the alliance partners, this will result in the exclusion of the entire Joint Venture (alliance partnership).
7. When reviewing the Tender, the Joint Venture (alliance partnership) will be considered as one entity with regard to the eligibility requirements that apply to this tender, unless expressly provided otherwise.
8. During the term of the Agreement, the Joint Venture (alliance partnership) may only change its composition after Written approval from the LUMC.

3.4.2 **Soliciting a Third Party**

1. Tenderers can solicit a Third Party for two reasons: 1. To be able to meet the eligibility requirements and/or 2. for the purposes of implementing a part of the Contract, whereby the Third Party acts as a subcontractor. The following additional provisions apply if a Third Party is solicited.
2. All Third Parties solicited by the Tenderer during the Tender must submit an individual, legally signed ESPD with regard to the information that is requested on Part IIA, IIB and III. With the ESPD, Third Parties also declare that the Tenderer can truly have at his disposal all the Third Party's necessary resources. Upon first request by the LUMC, Third Parties must also submit additional supporting documents for verification of statements, as stipulated in other sections of this Descriptive Document.

Explanation: In accordance with the ESPD, Third Parties solicited for the purposes of the eligibility requirements or selection criteria *must* complete an Individual Statement. Third parties who are solely hired for execution do not need to do this. Art. 2.79 of the Public Procurement Act does, however, state that such an Individual Statement may be requested nevertheless. A decision was made to do this consistently, on the one hand in order to do everything to guarantee that no Third Parties will be hired to whom reasons for exclusion apply, and on the other hand to prevent confusion with Tenderers. An additional advantage is that the ESPD of Third Parties can be used to have them confirm that the Tenderer really can have at his disposal all necessary resources of those Third Parties.

3. Tenderers who solicit a Third Party in order to meet the eligibility requirements must check 'yes' in Part IIC of the EPSPD. These Tenderers must then comprehensively

describe in the associated information field which Third Party has been solicited in order to meet the eligibility requirements.

4. Tenderers who decide at the time of the Tender to outsource a part of the Contract to subcontractors, including Third Parties, must check 'yes' in Part IID and list the respective subcontractors and also describe the distribution of the activities.
5. If a Tenderer solicits a Third Party in order to meet the eligibility requirements and with regard to executing the Contract, then the Tenderer must check 'yes' both under 'Solicitation' as well as under 'Subcontractor' and repeatedly enter information, if necessary.
6. The reasons for exclusion that apply to this tender also apply to all Third Parties solicited by the Tenderer at every moment.
7. When reviewing the Tender, the tenderer and the Third Party so appointed will be considered as one entity with regard to the eligibility requirements that are solicited for the appointed Third Party, unless expressly provided otherwise.
8. With respect to eligibility requirements regarding financial and economic standing, the Third Party does not actually need to be used for executing the Contract.
9. When solicitation of a Third Party extends to soliciting the financial standing of the parent company to which the Tenderer belongs for the purposes of meeting the eligibility requirements, then a letter of intent in the sense of Article 2:403 sub f of the Dutch Civil Code must be submitted after the Award Decision. This letter of intent must state the parent company provides an unconditional guarantee for the obligations that the subsidiary is assuming. This letter must be legally signed by the company/parent company.
10. If the Tenderer solicits a Third Party for the requirements regarding the technical and professional aptitude, then this Third Party must actually be used to execute the Contract for the part that the respective eligibility requirement relates to unless expressly provided otherwise.
11. If a Tenderer is awarded the Contract, then he will in principle be obligated to award the part of the Contract described in the Tender to the appointed Third Party/parties as the contractor.
12. The Tenderer is fully and severally responsible for complying with all obligations stemming from the Tender and the Agreement, including the obligations that are subcontracted. A fraudulent declaration by a Third Party regarding the Tender does not release the Tenderer from his full and several responsibility.
13. In the event of solicitation of a Third Party, all communication will solely be directed to the Tenderer, unless expressly provided otherwise.
14. During the term of the Agreement, a different Third Party than the one solicited during the Tender can only be solicited after Written consent from the LUMC and if this is not in violation of the Public Procurement Act of 2012. If the LUMC

determines that reasons for exclusion are applicable to a Third Party as these applied during the time of the tender or if use of a Third Party during the term of the Agreement results in a significant change of the Contract, then consent can be withheld in any case.

3.4.3 Submitting a Tender with multiple Tenderers from a holding company

1. Multiple Tenderers (read: operating companies) may submit a Tender from a holding company, either independently or as a member of a Joint Venture (alliance partnership) or as a Third Party that is solicited by another Tenderer, provided that all involved Tenderers can demonstrate, at the request of the LUMC, that the Tenders came about independently and the competition was not harmed. If this cannot be demonstrated in the LUMC's opinion, then this will result in the exclusion of all involved Tenderers.

3.4.4 Optional: Layout and format of the Tender

1. All documents regarding the Quality contract awarding criterion must be submitted with the following layout: Verdana font, 9 pt font size, 1.2 line spacing pt and standard margins (2.5 cm top/bottom/left/right).
2. Tenderers must comply with the maximum number of A4 pages that is indicated per part. If more space is used than is permitted, the excess material will not be included in the assessment. The scope of these documents is consciously limited based on the assumption that an "expert" needs little text in order to ascertain the essence.
3. Every part of the Tender must be enclosed as a separate file in accordance with the Completion Documents questionnaire in TenderNed. All documents must be uploaded as a PDF file. The Price List, however, must be uploaded as both a PDF and an XLS(X) file.

3.5 Opening procedure

1. The digital safe with Tenders will be opened by the LUMC after the deadline.
2. An official report will be compiled of the opening.
3. The content of the Tenders will not be reviewed during the opening.
4. Tenderers will not be invited to attend the opening procedure. The opening of the Tenders is a formality.

3.6 Award Decision, Agreement and legal protection

1. After opening, the LUMC will review and assess the Tenders. This is described in the following chapters. Ultimately, this culminates in an Award Decision, against which rejected and bypassed Tenderers may file an objection. The following provisions apply in this regard.

2. The LUMC will notify the Tenderers of the Award Decision as soon as possible, simultaneously and in Writing, including the relevant reasons for the decision.
3. The LUMC will not share certain information regarding the awarding if disclosure of such data could impede enforcement of the law, be in conflict with the public interest, damage the legitimate commercial interests of Tenderers or compromise fair competition.
4. Every attempt will be made to inform the Tenderers of the Award Decision in accordance with the deadline mentioned in the planning. If this deadline cannot be met due to circumstances, the LUMC will inform the Tenderers about this.
5. Tenderers who wish to request an effective remedy against the Award Decision must notify the LUMC of this in a timely fashion, prior to expiration of the objection period of 20 calendar days, in Writing and with simultaneous submission of a copy of the subpoena and with a mention of the date on which the court will process the case. If an interim injunction is not pending within this deadline, then the Tenderer can no longer object to the Award Decision and will have forfeited his rights, also with respect to setting up a procedure on the merits which, for example, extends to claiming compensation for damages. In this case, the LUMC will be free to respond to the expressed decision, provided that there are no (other) impediments to this, such as unsuccessful verification of the winning Tender.
6. The awarding will only be definitive after the LUMC has informed the winning Tenderer(s) about this in Writing.
7. The definitive awarding does not signify the creation of an Agreement pursuant to the Civil Code. The Agreement will come into being when the Agreement is signed by the LUMC and the Contractor. LUMC has digitalized the signature process. The employee authorised to sign on behalf of the contractor receives by email the request for putting his or her digital signature in place within the contract.

Chapter 4 Review of the Tender

This chapter explains the evaluation process for determining whether the conditions for participating in the tender have been met. The Tender evaluation process consists of three steps, and its basic principle is that the next step can only commence if it has not been determined in the preceding step that the Tender has to be rejected and the Tenderer excluded from participation.

4.1 Step 1: Evaluation to see whether the tender requirements have been met

After opening, the Tender will first be evaluated based on procedural aspects and requirements. If a Tenderer or Tender does not comply with this, the Tenderer can be excluded from participation.

4.2 Step 2: Evaluation to see whether no reasons for exclusion apply

The second step consists of an evaluation to see whether any reasons for exclusion apply to the Tenderer. Reasons for exclusion concern circumstances that affect the Tenderer's natural person/legal entity and justify the Tenderer's exclusion from participating in this tender procedure.

All legally mandatory reasons for exclusion and a number of optional reasons for exclusion for tenders that exceed the European limits apply to this Tender. The legally mandatory reasons for exclusion are listed in Part IIIA and IIIB of the ESPD, the applicable optional reasons for exclusion are checked under Part IIIC.] The LUMC has opted for this because it does not wish to do business with a Tenderer to whom one of these circumstances applies.

With respect to provision of proof, the basic principle is that it is sufficient for Tenderers to add the ESPD to their Tender. If a Tenderer indicates that one of the reasons for exclusion applies to him, then the Tenderer will be excluded from the tender procedure, unless the Public Procurement Act of 2012 provides for an exception and the LUMC decides to apply this exception, after either having or not having received a standpoint on this matter from the Tenderer.

After the Award Decision, the LUMC will request further supporting documents from the winning Tenderer(s). This being said, the LUMC may still ask for this proof at any time earlier in the procedure in order to determine whether the Tenderers should be excluded, if this is necessary to ensure a seamless procedure in the LUMC's opinion. All requested information described in the table below must be able to be provided within five days. A Tenderer cannot derive any rights from the request for supporting documents. If, after having submitted supporting documents, a Tenderer learns of facts and/or circumstances that still could lead to the application of a reason for exclusion, he must notify the LUMC of this immediately.

If it appears at any time that the Tenderer does not meet the stipulated requirements or cannot submit the supporting documents in a timely fashion, he will be excluded. If this fact comes to light after the Award Decision, a new Award Decision will be made.

Reason for exclusion	ESPD	Additional supporting documents
Reasons related to criminal convictions	IIIA	A Tenderer can prove by means of a declaration of conduct for tenderers, which is not older than two years at the time of the Tender submission, that the reasons for exclusion do not apply to him - provided that the conviction concerns a final conviction without appeal or a final decision without appeal due to a violation of competition laws.
Serious professional misconduct	IIIC	
Distortion of competition	IIIC	
Reasons related to payment of taxes or social contributions	IIIB	A Tenderer can prove by means of a declaration from the tax authorities, which is not older than six months at the time of the Tender submission, that the reasons for exclusion do not apply to him.
Bankruptcy, insolvency or similar	IIIC	A Tenderer can prove by means of an excerpt from the commercial register, which is not older than six months at the time of the Tender submission, that the reasons for exclusion do not apply to him.
Breach of obligations based on environmental, social security or labour law	IIIC	Situational, according to the reasonable opinion of the LUMC. If the LUMC has an indication that this reason for exclusion applies, it will notify the Tenderer of this, after which the Tenderer will be given the opportunity to give his standpoint. The LUMC will consider this standpoint in its decision, while taking into account the Public Procurement Act of 2012.
Conflict of interest	IIIC	
Involvement in the preparations	IIIC	
Past performance	IIIC	
False declaration	IIIC	
Wrongful manipulation	IIIC	

4.3 Step 3: Evaluation to see whether the eligibility requirements have been met

If no reasons for exclusion apply to a Tenderer, his eligibility will be evaluated based on a number of requirements regarding his financial and economic standing, technical and professional aptitude and/or professional competence. The LUMC stipulates these requirements with the goal of hiring a Contractor who has the legal capacity, financial capacity and technical and professional aptitude to be able to execute the Contract.

If a Tender does not meet the stipulated eligibility requirements, the Tender will be rejected. Here too the basic principle is that it is sufficient for Tenderers to add the ESPD to their Tender in which they indicate in Part IV that they meet all the eligibility requirements ('yes') listed below (also 'Selection Criteria' in the ESPD), unless expressly stated that additional information must be submitted with the Tender. The (additional) supporting documents per eligibility requirement are specified below.

4.3.1 Financial and economic standing

The tenderer must submit proof of liability insurance showing that you are insured for a minimum of € 2.5 million per event with a maximum of € 5 million per calendar year. Insured amounts are in accordance with the liability as included in the general purchase conditions.

As proof of this statement, the selected Tenderer is requested to provide the following information upon request from LUMC:

- Valid professional / company liability insurance sheet.
- If it is not possible to provide a valid insurance sheet, it is also permitted to submit a

valid insurance certificate showing that the Tenderer is insured for the above amounts.

4.3.2 Technical and professional aptitude

It is important to the LUMC that the final Contractor is eligible to execute the Contract with respect to his technical and professional aptitude. This is why the below eligibility requirements are specified:

4.3.2.1 Core Competencies

The LUMC has identified core competencies that it believes the Tenderer has to possess in order to be able to successfully execute the Contract. This regards the following core competencies:

- *The tenderer must submit a reference of the delivery, installation, implementation, acceptance and service and maintenance (during the technical lifetime) of a cell/tissue culture system of similar complexity within a research facility, University or medical center within Europe.*

Other than the fact that the Tenderer has to complete the ESPD (Part IV), the Tenderer must provide one reference per core competency that demonstrates that the requested activities were performed to the satisfaction of the reference organisation. This hence concerns a maximum of 1 reference.

The Tenderer has to use the **Core Competencies Format** for submitting reference contract(s); see the Completion Documents questionnaire in TenderNed. Note: If the Tenderer uses a reference contract to demonstrate that he meets multiple core competencies – which is allowed, then the same information has to be provided repeatedly. The format hence always has to be completed in full.

With regard to the reference(s) to be submitted, the following requirements apply in addition to the core competency. If this is not met, the reference will be considered as invalid:

1. The requested core competencies have been performed to the satisfaction of the reference organisation in the period of 36 months prior to the deadline for submitting a Tender. The reference contract does not need to be fully completed yet, but the parts that concern the core competencies do need to have been executed and evaluated.
2. For verification purposes, the current contact information of the contact persons must be provided in full and accurately for the reference contracts. Verification can be performed without additional consent of and consultation with the Tenderer. The Tenderer must inform the contact person of the reference organisation of the fact that he or she may be approached within this framework.
3. If the declaration of the reference organisation does not correspond to the declaration of the Tenderer or the reference organisation does not wish to cooperate with the verification and it is hence not possible to verify whether the requirement has been met, the reference can be deemed as invalid, resulting in exclusion of participation in the tender.
4. References are only deemed to be valid if the respective reference contract was executed by the Tenderer. In the event of a Joint Venture (alliance partnership), this will be one of

the partnerships with which a tender will be submitted for this contract. If the Tenderer solicits a Third Party, then this must be the Tenderer or the respective Third Party.

5. The reference contract may not be carried out for the Tenderer's own organisation or a Third Party which the Tenderer solicits, another organisation within the holding company or a company with an interest that is greater than one-third of the company that executed the reference contract.

The LUMC retains the right to have the Tenderer submit additional supporting documents which show that the declarations have been made truthfully.

4.3.3 Professional qualifications

Tenderers, including all participants in the Joint Venture (alliance partnership) and also any solicited Third Party/Parties must be registered with the national commercial register of the country in which they are located.

If the Tenderer does not comply with this, he will be excluded from the tender. The fact that the Tenderer complies with the requirements regarding professional qualifications must be stated in the ESPD when submitting the Tender. In addition, an excerpt from the registration in the commercial register, which is not older than six months at the time of the Tender submission, must be enclosed within five days of the LUMC's request. Upon the first request of the LUMC, the Tenderer has to be able to submit additional supporting documents that demonstrate that this declaration was submitted truthfully.

Chapter 5 Review of the Tenders

If a Tender has not been excluded based on previous reasons, the content of the Tenderer's offer will be evaluated on top of the minimum requirements. The Tender will be reviewed to see whether it unconditionally complies with the specified requirements (par. 5.1). The Tender will then be evaluated and ranked based on the award criteria (par. 5.2).

5.1 Award requirements

The Tenderer's offer must unconditionally meet the minimum requirements that are stipulated by the LUMC regarding the execution of the contract. These minimum requirements are incorporated in the Completion Documents questionnaire in TenderNed (Program of Requirements). If the Tender does not comply with this, it will be rejected.

5.2 Award criterion

The most economically advantageous Tender will be determined by the LUMC based on the 'best price-quality ratio' award criterion. The Tenderer(s) with the best price-quality ratio will hence be awarded the Contract.

5.3 Evaluation method (weighted factor method)

There is a total of **2,000 points** to be had, distributed over the Quality and Price sub-award criteria. These sub-award criteria, in turn, consist of one or more components. The overview below shows how many maximum points can be allotted to a Tender.

Sub-award criterion	Part	Maximum number of points
Quality	Q 1: System setup and capacity	300
	Q 2: Implementation strategy	400
	Q 3: Software	300
Requirements	Q 4: Wishlist Program of Requirements	500
Price	P 1: Tender price	200
	P 2: Preventative Maintenance price	200
	P 3: Corrective Maintenance price	100
Total		2000

5.4 Evaluation procedure

For the qualitative evaluation of the Tenders, an evaluation committee will be compiled. The evaluation committee will consist of at least 3 members who will, in any case, represent the following disciplines: Management, Scientist, Technician, Quality Control.

Initially, the members of the evaluation committee will evaluate the individual Tenders with regard to the Quality sub-award criterion. The evaluation committee will evaluate this without knowing the prices. Then the final scores will be determined by all members of the evaluation committee based on consensus. No average score will therefore be calculated.

If multiple Tenders with the same point score are ranked and the LUMC is unable, based on this ranking, to make an Award Decision, then the number of points granted to the Quality sub-award criterion will be decisive. If this does not result in a clear resolution either, then the score for the part that is listed in the higher row of the table in section 5.3 will be the decisive factor, etc. If this does not provide a decisive answer either, then lots will be drawn.

5.5 The Quality sub-award criterion

The various parts of the Quality sub-award criterion are described below: The LUMC's requirements, how the Tenderer will meet these requirements and how this will be evaluated by the evaluation committee. The elaboration of the Quality sub-award criterion must be enclosed in the Offer of a Tenderer.

5.6 Award Criteria Quality ('Q')

Maximum Number of Pages

A maximum number of A4 pages applies to the elaboration. The number of pages per Award Criterion is indicated below. The font must be normally readable, not smaller than 9 pt. The maximum number of pages applies to the main text including tables, figures and images but excluding a possible cover page and table of contents. If you exceed the prescribed maximum number of pages, this will not invalidate your Tender, but the excess pages will not be taken into account in the assessment.

Assessment framework

We will assess the quality of the elaboration of the requested subjects using one of the following scores:

Score	Description	Percentage of max. quality value
Excellent	Equivalent to the grade '10', commonly applied within the Dutch grading system.	100% of max. points
Good	Equivalent to the grade '8', commonly applied within the Dutch grading system.	80% of max. points
Sufficient	Equivalent to the grade '6', commonly applied within the Dutch grading system.	50% of max. points
Moderate	Equivalent to the grade '5', commonly applied within the Dutch grading system.	20% of max. points
Insufficient	Anything below 'moderate'	Exclusion

Generic Assessment and Scoring Scale

In the assessment, we consider the overall picture of the elaboration and the supporting evidence provided.

LUMC applies the generic evaluation and scoring scale below for the responses. The answers provided by the Tenderer for the sub-award criterion Quality are assessed per component

based on the five-point scale mentioned above. The answers provided by the Tenderer for the sub-award criterion Quality are assessed per component on the basis of the following parameters:

- Specific: the response relates directly to the specific context of the Assignment;
- Measurable: the response is described in concrete terms, including which actions will be undertaken;
- Acceptable: the response is efficient and goal-oriented, and not in conflict with the requirements set;
- Realistic: the response is feasible;
- Complete: the response addresses all requested aspects;
- Added value: the response clearly provides quality and added value for LUMC;
- Substantiation: the justification for the chosen approach and how it is demonstrated that the described approach works;
- Any additional parameters specified per award criterion.

The better the proposals contribute to what we ask, the higher we value them. And the better you support the elaboration with concrete examples and substantiate it with relevant evidence, the higher we value it. References, best practices, testimonials and customer reviews, certificates or certificates of commonly used quality standards and norms can serve as evidence.

The assessment aspects are not additional (sub)award criteria and have no mutual weighting. They are aspects on which we assess this Award Criterion in order to reach one integral assessment qualification, taking the substantiation into account. We consciously choose an integral assessment because we believe that there is a clear relationship between the assessment aspects.

Q 1: System setup and capacity

We are seeking to automate the workflow as indicated in “Workflow” in the program of Requirements. However, this is a workflow based on current manual procedures.

- 1.1. Describe how you would automate our (current) workflow.
- 1.2. What should be changed in the workflow to optimize it for automated cell culture while still achieving our goals?
- 1.3. What instruments are needed?
- 1.4. What is the throughput that can be expected from this system?
 - 1.4.1. Calculate throughput based the current/optimized workflow
 - 1.4.2. Give an approximation of what instrument will be used at full capacity first.
 - 1.4.3. How does the software help with optimizing robotic efficiency?
- 1.5. How flexible is the system if our SOPs change due to new technology or procedures?
- 1.6. How are disposables (Plates, culture media, tips, etc) brought into the system?
- 1.7. Describe the level of independence of the automated system.
- 1.8. Describe the level of flexibility in the platform
 - 1.8.1. Consider the ability to switch between different types of labware and media volumes.
 - 1.8.2. Consider the ability to switch/add instruments into the platform.
- 1.9. Demonstrate how the system efficiently manages consumables

For this part, the Tenderer can use a maximum of 3 A4 pages (one-sided, incl. diagrams, tables, figures, etc.).

The maximum number of points that can be awarded to the Tender for this part is shown in the table above under 5.3.

Q 2: Implementation strategy and Maintenance

After the manufacture of the system, it will be placed in our lab. Please describe your proposed installation and implementation plan, including timeline and responsibilities. In particular:

- 2.1. Describe your proposed delivery, installation, and commissioning on site.
- 2.2. What is your plan for installation/commissioning?
 - 2.2.1. How much time is planned for installation and acceptance test
 - 2.2.2. How much time should we reserve for validation before bringing the platform in routine operation?
- 2.3. What support is included in the purchase price during installation, commissioning, and validating our workflow(s)?
 - 2.3.1. Provide a clear overview of what support is included, what is excluded and where your responsibilities end.
- 2.4. What user training will be provided?
 - 2.4.1. Give an overview of content, duration, format and location
 - 2.4.2. How many users can be trained under the proposed package?
 - 2.4.3. List what the users should be able to do independently after the training, and for what we would require a specialist.

We are an academic not-for-profit facility and therefore do not have budgets common in industry for service contracts (~10% of purchase price/year). We therefore require a feasible plan to keep the platform operational for at least ten years without excessive recurring costs. Please describe:

- 2.5. Provide an overview of required routine maintenance, including frequency and who can/should perform (vendor engineer vs in-house staff).
- 2.6. Describe the recommended approach for repairs and replacements over the lifetime of the system.
- 2.7. Provide options to reduce maintenance costs while preserving reliability and performance.

For this part, the Tenderer can use a maximum of 4 A4 pages (one-sided, incl. diagrams, tables, figures, etc.).

The maximum number of points that can be awarded to the Tender for this part is shown in the table above under 5.3.

Q 3: Software

The Software is very important for the usability of the platform. The Software determines what can and cannot be done with the separate instruments and the capabilities of the software will determine the capacity of the platform. We also find efficiency and cost effectiveness very important; the software also plays a pivotal role here.

- 3.1. Describe the protocol design process in the proposed software.
 - 3.1.1. Describe the level of training needed to create new protocols or modify existing ones. (e.i. research technician or programmer, does it require scripting etc?)
 - 3.1.2. To what extent can parameters (e.g. volumes, incubation times, cell densities) be easily adjusted without rewriting protocols?

- 3.1.3. Can the software support conditional/decision-based workflows where the next step depends on an intermediate outcome (e.g. cell confluence or QC result)?
- 3.2. Explain the planning and efficiency of the software.
 - 3.2.1. How capable is the scheduler at handling multiple protocols and labware formats simultaneously to maximize throughput?
 - 3.2.2. Can it coordinate different activities simultaneously (e.g. imaging plates from project A, while refreshing plates from Project B)?
 - 3.2.3. Can it adjust to schedules if new projects are introduced?
 - 3.2.4. Describe if the software allows for prioritization and what it can do.
 - 3.2.5. Explain the simulation mode of the software. Can it test protocols virtually, estimate run duration and identify bottlenecks before execution? Can it simulate multiple projects running concurrently?
- 3.3. Describe the recovery process after an error. Can the user skip a step, retry, or manually intervene and resume the protocol? To what extent can the system resolve issues autonomously (This is critical to minimize the loss of valuable cells and reagents)?
- 3.4. Describe the process of integrating API's into the software. Include know API's for connection to LIMS/ELN or other databases.
- 3.5. Specify where the application and its generated data are stored. What is the default and what are the possibilities?
- 3.6. Describe the software compliance to relevant standards (e.g. GMP, GLP, ISO).
 - 3.6.1. Describe user management and user roles in the software.
 - 3.6.2. What audit trail does the software have? Does this include not only action and errors but also persons?
- 3.7. Describe how the interface provides an overview of the system's status, protocol progress, resource levels (tips/media/waste), and alerts.
- 3.8. Describe the vendor policy for software updates, feature upgrades, bug fixes, and security patches.
 - 3.8.1. Can software updates be installed remotely, and how are updates validated to avoid disrupting established protocols?
 - 3.8.2. List what updates/upgrades/patches are included for the lifetime of the platform and what would require additional fees.
 - 3.8.3. Does the vendor provide documentation for Installation Qualification (IQ) and Operational Qualification (OQ)?
- 3.9. Describe the software support availability hours and response times.

For this part, the Tenderer can use a maximum of 3 A4 pages (one-sided, incl. diagrams, tables, figures, etc.).

The maximum number of points that can be awarded to the Tender for this part is shown in the table above under 5.3.

Q 4: Wishes

Part of the Quality sub-award criterion are the Wishes (Nice-to-haves) which are characterized as 'Wish' in the Program of Requirements Document. In that Document Tenderers can find the maximum of points to be achieved and the evaluation method of each Wish.

5.7 Price Sub-award criterion

Tenderers are asked to exclusively use the **Price List** for submitting their price quote.

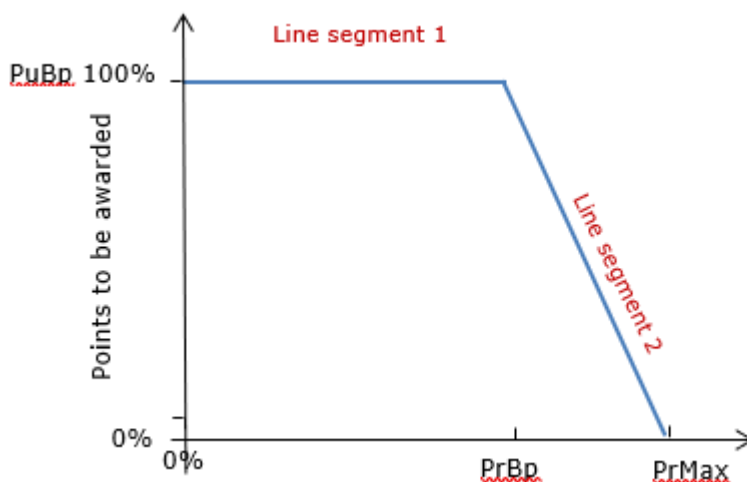
Unless expressly stated otherwise in de Tender Documents, prices are all-in, DDP (incoterms) and **including VAT**. Indexing of offered prices is not possible in accordance with the provisions of the conceptual Agreement.

Tenderers may submit their price in Appendix 4, Price Sheet. The amount entered by Tenderers is the amount used for calculation. Failure to provide an accurate or complete purchase price is the responsibility of Tenderers. Failure to complete the Price Sheet will result in the Bid being set aside.

The LUMC works with a minimum price and a maximum price. Points are awarded for the tender price based on the graph below.

Price	Abbreviation	Description
Price break point	PrBp	The maximum score that can be achieved for the price component is 200 points. For a price (incl. VAT) that is lower than the price break point, the maximum points (= 200) are awarded.
Price Maximum	PrMax	The Tenderer can score points between the price break point and the maximum price. The Tenderer will receive 0 points for submitting the maximum price. When submitting a price that is higher than the maximum price, the Tender will be declared invalid (knock-out).
Maximum Points	MxPt	The maximum amount of points a Tenderer can be awarded for this price criterium.

The price assessment mechanism is as follows:



Explanation of the graph and formula:

The Graph consists of two segments. Left of the PrBp can be seen a horizontal line which represents the points awarded for a price below the PrBp. Note that the number of points does not change for any price below PrBp. Line segment 2 represents the points awarded for submitted prices between the PrBp and PrMax, with 0 points for the PrMax. Any offer with a price higher than the stated PrMax will be discarded.

The formula used to calculate the points to be awarded is:

$(\text{Price Maximum} - \text{Your price}) / (\text{Price Maximum} - \text{Price Breakpoint}) * \text{Maximum points}$

P1: Purchase price

Part	Price Break point	Price Maximum	Points Break point	Points price Maximum
Purchase Price (Including two years of warranty)	€ 800.000,-	€1.000.000,-	200	0

The offered price is **inclusive of VAT** and all costs included in the delivery (DDP), two years of warranty installation, and commissioning of the machine.

P2: Preventative Maintenance

Part	Price Break point	Price Maximum	Points Break point	Points price Maximum
Preventative Maintenance price (yearly)	€ 24.000,-	€ 34.000,-	200	0

The LUMC will possibly purchase preventative maintenance during the lifespan of the offered solution. The LUMC can extend this contract annually. The maintenance must be available for the entire lifespan minus the warranty years. After the warranty period expires LUMC has the option to start purchasing preventative maintenance and renew this annually for the lifespan. No costs may be charged for maintenance during the warranty period.

The Tenderer may not charge additional costs for preventive maintenance. This means that the Tenderer must include all costs for the coming 8 years in their price.

The Tenderer may submit their price for preventive maintenance in Appendix 4 Price Sheet. The amount entered by the Tenderer is the amount used for calculation. Incorrectly or incompletely stating the price for preventive maintenance is the responsibility of the Tenderer. If the Price Sheet is not completed fully, the Bid will be set aside.

The offered price is **inclusive of VAT**.

P3: Corrective maintenance price

Part	Price Break point	Price Maximum	Points Break point	Points price Maximum
Corrective Maintenance price	€ 180,-	€ 280,-	100	0

The offered hourly rates must be stated **Including VAT**. The hourly rates may be charged when work (not covered by Preventive Maintenance) needs to be performed on the installations. The price includes all costs incurred by the Tenderer for maintaining the machine and all costs incurred by the Tenderer for the associated service. The Tenderer may not charge additional costs for corrective maintenance. This means that the Tenderer must include all costs in its hourly rate. The hourly rate applies for 8 years per expiration of the Warranty period. The purchase of new materials falls outside this scope. These are offered at cost

price, and the Tenderer must at all times first have the invoice for the materials approved by the LUMC.

- Hourly rate for work to be performed on working days between 18:00 and 07:00: 25% surcharge on the standard hourly rate.
- Work to be performed on weekends and/or public holidays: 50% surcharge on the fixed hourly rate.

Provisions regarding the Price Sheet

With regard to the price sheets, the following conditions apply:

- a) The layout and structure of the price sheet may not be modified. The price sheet must be completed as provided.
- b) All prices must be stated in euros (€) and are **including VAT**.
- c) All prices stated are all-inclusive prices.

This means that the tenderer is responsible for including all products, services, activities and costs required for the proper and complete performance of the assignment/agreement/implementation, insofar as these were reasonably foreseeable. These costs include, but are not limited to: travel, accommodation and call-out costs, insurance and transportation costs, consultancy, documentation and reporting costs, licensing, maintenance, update and upgrade costs, costs of required equipment and materials, costs for training, education and support. Such costs may not be charged separately or additionally during the term of the agreement.

- d) The total tender price may not exceed the established maximum price and may not be lower than the established minimum threshold amount.
- e) Price indexation is permitted in accordance with the NZa price index, subject to a maximum annual increase of 2%.
- f) The submission of an unrealistic offer is not permitted. This includes, among other things:
 - the inclusion of € 0.00 amounts for individual items or for the total tender price;
 - prices that are not reasonably proportionate to the requested services.

An unrealistic offer may result in rejection or invalidation of the tender.

Chapter 7 Checklist

Below you will find a checklist of all documents that Tenderer must submit, which formats you need to use and how you must compile your Tender.

Checklist	
Documents	Action
– Appendix 1 - European Single Procurement Document (ESPD)	<p>European Single Procurement Document (ESPD) complete, sign and enclose.</p> <p><i>By legally signing the ESPD, the Tenderer indicates that all tender documents have been fill in completely and truthfully and been approved.</i></p> <p>For each ESPD, the NAME of the legal representative must also be stated on the last page in addition to the signature.</p>
– Appendix 2 - Core Competencies Document	Core Competencies Document complete and enclose.
– Appendix 3 - Program of Requirements Document	Program of Requirements Document complete and enclose. <u>Including</u> the explanation (if asked), supporting documents and answers to the wishes
– Appendix 4 - Price List	Price List complete and enclose, in .pdf and .xls(x).
– Appendix 7 – Declaration of conformity	This declaration should be signed by an Authorized Signatory.