

Descriptive document

2-Photon Polymerization Lithography System

European tendering according to public procedure

Performed by: AMOLF

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DEFINITION OF TERMS

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

Agreement

The agreement between the Client and the Contractor for the delivery of one or more Instruments or for the provision of a service, as described in the Descriptive Document. Agreement in this Descriptive document is synonymous with Contract.

Annexes

The Annexes form an integral part of the Descriptive Document.

Assignment

The subject of this tendering procedure as described in the Specifications.

Award Criteria

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

Candidate

An party interested in participating in this tendering procedure.

Client

The client, in this case AMOLF, who concludes the Agreement with the Contractor.

Contract

See Agreement above.

Contracting authority

The Foundation for Dutch Scientific Research Institutes (NWO-I), on behalf of AMOLF.

Contractor

The Tenderer with whom the Client concludes the Agreement in the context of this tendering procedure.

Combination

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

Combination Member

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

Descriptive Document

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

Eligibility Requirements

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

ESPD

European Single Procurement Document. A statement of the Tenderer on the financial condition, the competencies and the suitability of its business, which is used as provisional proof that the required conditions of the tendering procedure are met. To limit the administrative burden,

the Contracting Authority can request the supporting documents from the winning Tenderer(s) in the verification stage.

Grounds for Exclusion

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

Instrument

A 2-photon polymerization lithography system that complies the schedule of requirements.

Proportionality Guide

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

Public Procurement Act 2012

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

Purchase Conditions

The general purchase conditions of the Contracting authority which apply to the Agreement: ARIV-2018

Schedule of requirements

Document with detailed formulation of the mandatory requirements concerning the Assignment. Tenderer must comply to all requirements to be eligible for being awarded the contract.

Specifications

All information which has been made available in the tendering environment of TenderNed.

Subcontractor

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

Tenderer

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

Tender

The Tender that the Tenderer had submitted by means of the TenderNed platform on the basis of the Specifications, including the test structures as described in paragraph 7.2.3 of the Descriptive Document.

Third Party

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

1 Introduction

1.1 General

This Descriptive Document contains information on the European Tender for a 2-photon polymerization lithography system, further referred to as “the Instrument”.

The Contracting Authority invites the Candidates to submit a Tender on the basis of the information in this Descriptive Document and the rest of the Specifications. Tenderers must meet the requirements in this Descriptive Document and the Annexes.

The Contracting Authority performs this European tendering by means of the electronic tendering platform of TenderNed.

1.2 General information of Contracting Authority

AMOLF's mission is to initiate and conduct leading fundamental research into the physics of complex forms of matter, and to create new functional materials, in collaboration with academia and industry. AMOLF is one of the academic research institutes of the Netherlands Organization of Scientific Research (NWO).

AMOLF houses the NanoLab Amsterdam, which is a cleanroom facility for nanofabrication and nanocharacterization, servicing academic and industrial researchers in their nanotechnology needs. It operates as a user facility and hosts a range of equipment that is installed and maintained by support personnel.

1.3 Reason and purpose of the invitation to tender

NWO Institute AMOLF wishes to purchase a system for 2-Photon Polymerization Lithography (2-PPL) for micro 3D printing. It will serve as a part of our micro- and nanofabrication facility. This tool will expand the capabilities of the AMOLF NanoLab Amsterdam. 2PP is a method for the fabrication of highly precise microscale objects such as microlenses, microfluidic devices, and experimental optical structures. Due to its high precision and flexibility in the possible structures, it is a technique that can be applied in a number of different fields, such as nanophotonics, biophysics, and micromechanics. These are fields that require high level of control over the used structures in order to tune them to the needs of the researcher. The system will be used in a research cleanroom by a wide range of users with varying levels of experience, under the guidance of more experienced staff.

2 The Assignment

2.1 Scope

Manufacturing the Instrument

The Instrument will be operated in an ISO 6/7 clean room environment. It must be able to print structures from a few micrometers to several mm, using various print sets if necessary.

The Instrument should be able to print microstructures of a variety of shapes quickly and with minimal user guidance.

The Instrument will be purchased as part of the QuantumDeltaNL program "National Cleanroom Infrastructure" and will be part of the AMOLF NanoLab user facility. The users of the equipment will be a mix of researchers from inside and outside AMOLF, as well as industrial customers of the AMOLF NanoLab who make use of the facility for R&D purposes. These users research a variety of topics, ranging from robotics and photonics to photovoltaics and biophysics. Therefore, the Instrument must be flexible in its usage, and able to serve a wide range of applications in printing 3D structures and 2.5D surface patterning. The printable sizes range from 100 nm with high optical quality to tens of microns feature sizes. Additionally, the Instrument must handle substrate sizes from 10 – 100mm. As the Instrument will be used by a large number of users with different levels of expertise, software and operational procedures should be intuitive and clear.

Delivery

The Instrument must be delivered at DDP Incoterms at Science Park 104, 1098 XG Amsterdam in The Netherlands.

Commissioning and conducting SAT

The contractor shall install and commission the Instrument within the NanoLab and conduct a Site Acceptance Test of the Instrument in the presence of functionaries of AMOLF.

Supply of documentation and training

The Instrument should be accompanied by a comprehensive user manual and a description of the default processes.

Warranty and support

The offer should include a warranty period of 1 year, during which all parts, labor and travel costs are included, as well as an additional maintenance contract for 4 years after the initial warranty. This maintenance contract must include sufficient preventive maintenance visits to keep the tool running in an optimal state during this period. The cost for this warranty and maintenance package should be included in the total price. The yearly cost for a maintenance contract, excluding VAT, should be separately specified.

2.2 Clustering, merging, and division of lots

2.2.1 Clustering

The assignment cannot be divided in independently executable parts, nor will the Instrument be used outside the AMOLF organization.

2.2.2 Division of lots

Division of lots is not applicable in this case.

2.3 Variants

A variant is a Tender that is not in accordance with the minimal requirements outlined in Annex F. Submitting variants to this call for Tender is not allowed.

2.4 Changing the Contract

2.4.1 Non-essential changes

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

2.4.2 Optional services

The Contracting Authority takes account of the fact that the following optional services, as additional work, may be separately added to the Instrument in the future:

- Accessories, modifications, or extensions to the Instrument with which the usability and/or performance can be enhanced.

2.5 Form of contract, contractual conditions and term

The draft Agreement has been attached as Annex 2. The General Government Terms and Conditions for Purchase 2018 (ARIV-2018, Annex 1) apply to the Contract. The general conditions of the Contractor or any other general conditions will not apply and are explicitly rejected.

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

The procedure and the final deadline for asking questions or submitting proposed text is described in section 3.2.1. Any modifications to the draft Agreement and/or deviations from the Purchase Conditions will be made known in an Information Notice. The documents are binding from this moment. When submitting a Tender, the Tenderer must unconditionally and without reservations conform to the draft Agreement and the Purchase Conditions.

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

3 Tendering procedure

3.1 Introduction; communication; schedule

3.1.1 Legal framework

This invitation to tender takes place with due observance of and in accordance with the Public Procurement Act 2012.

The public procedure is used for this Tender. The criterion for awarding the contract is: awarding on value. This value is deducted from the offered registration price. The downwardly adjusted registration price forms the comparison price. The Tenderer with the lowest comparison price is eligible for award of the Contract. See section 7.2 for detailed explanation.

3.1.2 Notice

The notice of this Assignment has been published on the TenderNed website on the date as indicated in section 3.1.5.

3.1.3 Contact details

During the tendering procedure the procurement officer of the Client is the sole point of contact. It is not allowed to seek contact with employees or other representatives of the Client for information regarding this tendering procedure.

The Tenderer also appoints a contact person. This contact person must have full power of decision and authorization to act in the context of the tendering procedure on behalf of the Tenderer. The Tenderer is responsible for the correct registration of the details of its contact.

3.1.4 Communication

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

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

3.1.5 Planning

The table below contains the planning of this Tender. The Contracting Authority reserves the right to make changes to this planning if necessary. All dates and times specified herein are in GMT (Greenwich Mean Time).

Activity	Due date or period
Publication of documents regarding tendering procedure	2026-04-22
Submittance of questions/remarks	2026-05-06 at 12:00 p.m.
Publications of Information notice	2026-05-27
Submission of Tenders	2026-06-17 at 12:00 p.m.
Provisional award decision	2026-07-15
Objection period	2026-07-15 – 2026-08-05
Final award decision	2026-08-06
Signing of Agreement	After 2026-08-06

3.2 Provision of information

3.2.1 Opportunity to ask questions on the invitation to Tender

Any questions on the content and the process of this invitation to Tender can be asked in writing by using the question module in TenderNed. The final date for submitting questions is indicated in section 3.1.5.

The Contracting Authority will make all questions, their answers and any flaws or contradictions that are determined known to the Candidates by publishing an Information Notice in the tendering Environment.

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

3.2.2 Individual record

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

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

If this third option is used, this will be stated in the record of the tendering procedure.

3.3 Submitting Tenders and opening

3.3.1 Closing date for submitting Tenders

The Tender must be submitted and received by the Contracting Authority no later than the date and time indicated in section 3.1.5. Documents are submitted via TenderNed, physical demonstrations of the capabilities of the Instrument should be sent to AMOLF, Science Park 104, 1098 XG Amsterdam, The Netherlands.

Please note:

- It is recommended to only submit the Tender until after any questions have been answered and/or changes to documents have been implemented as stated in the Information notices.
- The date and time are strict deadlines. After closure of the time for submitting Tenders, it is (technically) no longer possible to submit Tenders. **Tenders that are submitted too late will therefore not be accepted.** The risk of submitting a late Tender is entirely for the account of the Tenderer.
- In view of the above statement, it is not advised to wait until the last moment for submitting the Tender.

3.3.2 Opening of the Tenders

The Contracting Authority will open the Tenders as soon as possible after the expiry of the closing date and time.

3.4 Assessment of the Tenders

The Tenderer and its Tender are assessed in four steps:

- Step 1 Assessment of the format requirements.
- Step 2 Assessment of the ESPD (Grounds for Exclusion and Eligibility Requirements). The references are part of the Eligibility Requirements.
- Step 3 Assessment of conformity with the requirements in the Specifications and assessment of the Award Criteria (the award stage).
- Step 4 Final assessment.

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

3.5 Award

3.5.1 Notification of the award decision and objection

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

All Tenderers can request additional information from the Contracting Authority.

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

This does not mean that the Tenderer's offer is accepted automatically after expiry of the standstill period. The Contracting Authority will accept the Tenderer's offer after the verification stage (see section below) by means of mutually signing the Agreement.

3.5.2 Verification of supporting documents

In the verification stage, during the standstill period, the Contracting Authority *can* request supporting documents to verify the information the Tenderer has provided in the context of this tendering procedure. In order to limit the administrative burden, it was decided that the Contracting Authority may in first instance only ask the ESPD from the Tenderers instead of all supporting documents. The supporting documents that fall under the ESPD, with the exception of the references, can in principle only be requested from Tenderers that are eligible for the Assignment on the basis of the assessment. The supporting documents requested must be provided within the term set by the Contracting Authority of ten working days. If it turns out that the Tenderer cannot provide supporting documents or has given incorrect information, the Contracting Authority reserves the right to exclude the Tenderer from participation in the tendering procedure.

3.6 Acceptance procedure

The final award and conclusion of the Agreement will be made only after successfully completing the Site Acceptance Test of the Instrument, which will verify that the Instrument satisfies the required performance.

During the Site Acceptance Test, the process will be tested on the Instrument installed at AMOLF, immediately after installation of the Instrument. Tests will be performed by the Contractor on samples provided by AMOLF, in the presence of both AMOLF and the Contractor.

Specifically, the Site Acceptance Test will verify the specifications of the test structures required by this document. The structures will be evaluated for resolution, smoothness, and accuracy.

3.7 Complaints procedure for the invitation to tender

In the context of the tendering procedure, there may be discontent between the Contracting Authority and the interested parties regarding how the parties act or acted during the procedure. This may lead to a complaint. An interested party that has a complaint about the Contracting Authority can submit this in writing to P.van.Tijn@amolf.nl.

In order to safeguard the independence and objectivity of the complaint handling, complaints will be handled by an employee or lawyer of the Contracting Authority who is not directly involved in the invitation to tender.

Submitting a complaint will not stop the tendering procedure. The Contracting Authority is free to suspend the tendering procedure or not. In case the complaining interested party also institutes preliminary relief proceedings regarding the complaint, the handling of the complaint by the complaints reporting center will be suspended until after judgment has been given by the court.

4 Options to submit a Tender

4.1 Submitting a Tender independently or in Combination

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

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

- Each member of the Combination must separately indicate that the Grounds for Exclusion that have been declared applicable, as referred to in Sections 2.86 and 2.87 of the Public Procurement Act 2012, do not apply to it. To this end, each of the Combination members must separately fill in and sign the *ESPD*;
- Each member of the Combination must be registered in the Dutch professional or trade register or a foreign equivalent thereof, in accordance with the laws of the country of establishment;
- The Combination members must jointly comply with the Eligibility Requirements (see step 2 in section 6.2 of this document);
- Members of the Combination accept joint and several liability for complying with all the obligations ensuing from the Agreement if the Assignment is awarded to the Combination;
- The Combination appoints one of the members of the Combination as sole point of contact for the tendering procedure and responsible authorized representative (main contractor) for the Combination;
- Each member of the Combination must indicate in part II, section A of the *ESPD* that there is a partnership and for which Eligibility Requirements its company is relied on.
- The legally valid signature of the Tender by all members of the Combination must be traceable to the extracts from the Chamber of Commerce or registrations in the professional or trade register of the country of establishment (see section 5.5).

4.2 Deployment of Subcontractors

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

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

4.3 Reliance on Third Parties in respect of the Eligibility Requirements

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

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

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

- The Tenderer must, upon request by the Contracting Authority, show that it can use the means of the relevant Third Party necessary for the performance of the Agreement;
- Each Third Party on which the Tenderer relies must provide a separate *ESPD* with the information requested in Part II (sections A and B) and Part III of the *ESPD*. Each Third Party must legally sign the *ESPD*;

- The legally valid signature of the Third Party must be traceable to the extracts from the Chamber of Commerce or registrations in the professional or trade register of the country of establishment (see section 5.5).

4.4 Reliance on financial and economic ability of the parent group

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

To this end, the *Declaration of liability group/holding* must be legally signed by the authorized person. This declaration may not be older than six months at the time of the Tender. The extract of the Chamber of Commerce or the registration in the professional and trade register of the country or establishment of the parent company or the holding serves as evidence of the legally valid signature.

4.5 Tenderers of one group

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

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

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

5 Rules for the Tender and conditions for participating in the tendering procedure

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

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

5.1 Composition of the Tender

The Tender consists of the following documents.

Document
Annex A European Single Procurement Document (ESPD)
Annex B Declaration of Conformity
Annex C Quotation of price
Annex D Core Competence form(s)
Annex E Declaration of liability group or holding (if applicable)
Annex F Schedule of Requirements (knock out)

The Tender must be complete. This means all requested supporting documents or other information must be included. The Contracting Authority expressly reserves the right not to process incomplete Tenders any further, as a result of which the Tender will no longer be eligible for awarding of the Assignment.

5.2 Submitting the Tender

The Tender can only be submitted electronically via the TenderNed platform. If a Candidate has (technical) questions about the operation of TenderNed, they are advised to contact the Service Desk of TenderNed. The Contracting Authority is not responsible for TenderNed disruptions.

5.3 English language

All communication, documents and correspondence in the context of this invitation to tender and the possible Agreement must be held and/or drawn up in English.

5.4 Agreement with the tendering procedure

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

5.5 Signature of Tender

All documents and declarations which needs to be signed must have a legally valid signature of an authorized representative.

The legal validity of the signature must be evidenced from the extracts of the Chamber of Commerce or registrations in the professional or trade register of the country of establishment or, in case these are missing, a different supporting document as referred to in Section 2.98 of the Public Procurement Act 2012. Where possible, documents may be signed electronically using a legally recognized method of electronic signing. If this is not possible, documents must be signed by hand and submitted as PDF document.

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

5.6 Reservations of the Contracting Authority

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

5.7 Compensation of costs

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

5.8 Statement of prices, rates and costs

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

The prices must be all-in, that is to say there is no question of it that Annex C does not fully address all costs that are involved execution of the Agreement. The explicit requirement here is that unforeseen costs are at the expense of the Contractor.

5.9 Manipulative Tenders

The Tenderer is not allowed to submit manipulative Tenders. In this context, this means that improper means are used to avoid the competition of the fellow Tenderers, or that the announced standard to assess the most economically advantageous Tender is abused, as a result of which the assessment methodology used by the Contracting Authority is frustrated. The Tenderer is not allowed to make offers that are not in line with market conditions or plausible in accordance with objective economic standards, or that otherwise have a manipulative character. A Tender is in any case manipulative if one or more rates frustrate the formula that is used or there are negative or zero rates. It is also not allowed to change the format of Annex C.

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

5.10 Unconditional Tender

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

5.11 Validity period

The validity period of the Tender must be 150 calendar days calculated from the submission date for Tenders as stated in section 3.1.5. This validity period takes into account the possibility that the winning Tenderer does not withstand the Site Acceptance Test of Instrument.

In case preliminary relief proceedings are instituted against the award decision, the validity period may be extended to accommodate the follow up of a verdict (like reassessment of the Tenders).

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

5.12 Waiting room arrangement

The final award of the Assignment and with that not to dissolve the conclusion of the Agreement is dependent on the successful completion of the acceptance test as described in section 3.6.

Tenderers who submit a valid Tender but who are not eligible for provisional award will take a seat in the metaphorical 'waiting room'. This means that if ultimately no Agreement is concluded between the Contracting Authority and the provisionally awarded Tenderer, the Contracting Authority can, if desired, enter into an Agreement with the Tenderer placed in the waiting room.

The Contracting Authority is not obliged to make use of the waiting room provision.

5.13 Intellectual property

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

5.14 Integrity and independence

In order to safeguard the integrity of the tendering procedure, the Contracting Authority uses the following guidelines:

- Prior to conclusion of the Agreement the Tenderer may be asked to report whether people employed by the Contracting Authority also work at the Tenderer in an ancillary position, paid or otherwise.
- If this could lead to undesired commercial conflict of interest, this could lead to the Tenderer's exclusion from the tendering procedure. In this case, the Tenderer will be informed of the decision, along with the reasons.
- If it transpires that during the term of the tendering procedure a person employed by the Contracting Authority occupies or has occupied an additional position with the Tenderer, paid or otherwise, without the Contracting Authority being informed before concluding the Agreement, the Contracting Authority is entitled to exclude the Tenderer or to terminate the Agreement immediately without notice of default.

5.15 Influencing the assessment

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

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

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

5.17 Inaccuracies in the Descriptive Document

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

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

5.18 Contradictions, lack of clarity, and omissions in the Tender

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

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

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

6 Selection stage

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

6.1 Step 1: Assessment of the format requirements

The Tenders are first checked for the format requirements. It is obligatory to meet the format requirements. The Contracting Authority reserves the right not to (further) accept Tenders that do not meet these requirements or that are incomplete or incorrect.

The format requirements are:

- The Tender must be submitted in time within the Tendering Environment of TenderNed (see section 3.1.5).
- The Tender must be complete (see section 5.1).
- The Tender must be drawn up in English (see section 5.3).
- The Tender must be validly signed (see section 5.5).

6.2 Step 2: Assessment of the ESPD

After the format requirements, the Tenders will be checked on the presence, the filling in and the legally valid signature of the ESPD. In the ESPD, the Tenderer indicates that the Grounds for Exclusion that have been declared applicable, as referred to in Sections 2.86 and 2.87 of the Public Procurement Act 2012, do not apply to it. The Tenderer also applies that it meets the applicable Eligibility Requirements, technical specifications and terms and conditions of performance as described in Section 2.84 of the Public Procurement Act 2012.

In the verification stage, the Contracting Authority can check the accuracy of one or more data or information in the ESPD of the winning Tenderer(s). This can concern the following documents or declarations (see Section 2.89 of the Public Procurement Act 2012):

1. An extract from the Chamber of Commerce or a registration in the professional or trade register of the country of establishment. The extract or proof of registration cannot be older than six months, calculated from the closing date of the Tender.
2. A certificate of conduct for procurement issued by the Ministry of Security and Justice. The certificate of conduct for procurement cannot be older than two years, calculated from the closing date of the Tender.
3. Performance of Tax Obligations Payment History Report, issued by the Tax and Customs Administration. The report cannot be older than six months, calculated from the closing date of the Tender.

Required evidence (such as a conduct for procurement) vary by country, ranging from an officially issued certificate to a statement under oath before a notary or judge. With e-Certis (<https://ec.europa.eu/tools/ecertis/#/homePage>) a Tenderer can gain insight into which means of evidence are required in a country and whether they correspond to the Dutch means of evidence. e-Certis was created and compiled on behalf of the European Commission. In e-Certis the supporting documents of the 28 European Member States, candidate country (Turkey) and the 3 EEA countries (Iceland, Liechtenstein and Norway) can be found. The European Commission ensures that all data is available in all official EU languages. Non-EU companies can submit a statement under oath before a notary or judge.

6.2.1 Grounds for Exclusion (part III of the ESPD)

The Tenderer must state that none of the set Grounds for Exclusion apply by completely filling in and validly signing the ESPD.

6.2.2 Eligibility Requirements (part IV of the ESPD)

Eligibility Requirements are intended to determine whether the Tenderer is suitable to perform the service requested in the Specifications. The Eligibility Requirements which apply to this tendering procedure are described below.

A Financial and economic capacity

The Tenderer has sufficient financial and economic capacity to fulfil the obligations arising from any Agreement, as evidenced by either (a) the fact that he has always achieved a positive annual result in the last three financial years before the closing of the registration period for this Tender (profit) or (b) although he has not achieved a positive annual result (profit) in every year, the cumulative negative results (losses) are less than the amount of equity on the balance sheet for the last financial year.

If Tenderers register as a Combination, all Combination members must meet this requirement.

Within the verification phase, the independent Tenderer or all members of the Combination must, if requested by the Client, submit (excerpts from) annual accounts for the last three closed financial years, which demonstrate the financial and economic capacity.

B Continuity

1 Claims

The Tenderer is not aware of any possible claims or during the period of the execution of the Agreement no investments are necessary that could place his company in such a position that its financial and economic strength or continuity could be jeopardized. By signing the ESPD, the independent tenderer or all members of the Combination declare that this is the case.

2 Auditor's report

The most recently issued auditor's report does not contain a so-called 'continuity paragraph'. For companies that are not required to have annual accounts, an assessment or composition statement must be submitted.

If Tenderers register as a Combination, all Combination members must meet the above requirements.

Within the verification phase, the independent tenderer or all members of the combination must submit the intended auditor's report or the assessment or composition statement.

3 Liability insurance

The Contractor will ensure that it is adequately insured with regard to the execution of the Assignment and will remain insured against professional and/or legal liability during the term of the Agreement.

If Tenderers register as a Combination, all Combination members must meet this requirement.

During the verification phase, the independent Tenderer or all members of the combination must submit a copy of the liability insurance policy upon request by the Client.

C Technical competence and/or professional competence

The Tenderer demonstrates his technical and professional competence by submitting two reference projects that are technically equivalent to the present assignment and at comparable organizations where work is carried out in a similar manner.

The Tenderer must describe the reference projects, provide their dates of completion and contact details for the organizations for which the project was carried out.

Core competency 1: Experience with delivering, commissioning and conducting a SAT of the Instrument or comparable.

Core competency 2: Experience with conducting a multi-year maintenance contract for the Instrument or comparable.

The experience with the above core competencies must be described using Annex D, Core Competency Form. The following applies:

- You use a separate Core Competency Form for each individual reference assignment;
- It is possible to use different reference assignments that have been carried out for the same principal;
- A maximum of 2 reference assignments may be used to describe the experience with the above core competencies. If 1 reference assignments /is sufficient to describe the requested core competencies, then this is permitted.

The description of reference assignments must be part of the Tender.

D Professional qualification

The Tenderer must be registered in the professional or trade register or a foreign variant thereof in accordance with the applicable legislation in his country of residence.

If Tenderers register as a Combination, all Combination members must meet the requirement that their company is registered in the professional or trade register or a foreign variant thereof.

Within the verification phase, the independent registrant or all members of the combination must submit proof of registration in the said register.

By checking the following sections in part IV of the ESPD: 'meets the prescribed selection criteria', the Tenderer declares that it meets the set Eligibility Requirements.

Only Tenders that meet the set of Eligibility Requirements continue to step 3 for further assessment – see section 7. If a Tenderer does not meet one or more Eligibility Requirements, the Tender will not be assessed further, and the Tenderer will not be eligible for award of the Contract.

7 Award stage

This chapter describes the assessment of the Tenders based on the Award Criteria. Which Tenderer has submitted the most economically advantageous Tender and is eligible for award of the Assignment is determined on the basis of the requirements, the quality and the price.

7.1 Step 3: Assessing conformity and Awarding

7.1.1 Conformity to the Terms of Reference

The requirements set out in Annex F relating to the Assignment are knock-out requirements. Knock-out means that Tenders that do not meet all the requirements will not be further assessed by the Contracting Authority and the Tenderer will be excluded from further participation in the procurement procedure.

7.1.2 Assessment committee

An assessment committee has been set up to assess the Tenders. The committee will assess the Tenders on the basis of the regulations in the Request for Quotation and any internal assessment protocol. The assessment process takes place in consultation with a procurement consultant appointed by the Contracting Authority, who supervises the process on behalf of the Contracting Authority.

Individual assessment

Each Tender is assessed by each member of the committee in its entirety and on its own. With regard to entirety, the Contracting Authority makes a reservation in the event that a member of the committee is insufficiently competent with regard to an award (sub)criterion to be able to arrive at a responsible assessment. However, such a situation will not lead to an assessment of the relevant part by fewer than three members of the committee.

Discussion on assessments

After the individual assessment, a plenary session will take place during which the assessment result of each individual application will be evaluated. The committee determines the final assessment result in which a consensus model is pursued. The final ratings of each award (sub)criterion are determined as follows:

- a) If all individual reviewers are unanimous in their rating, the final rating will be made as indicated by the reviewers;
- b) If one or more assessors have recorded a different rating, consultations will take place between the assessors, with the aim of reaching consensus. If consensus is reached, valuation will be made in accordance with this consensus;
- c) If no consensus is reached, the final rating is based on the unweighted average of all individual ratings of reviewers.

Individual ratings will not be communicated to Tenderers.

7.2 Step 4: Awarding on value

7.2.1 Valuation of Tenders

The contract will be awarded according to the method of awarding on value (Euros) Points are awarded for various perceived benefits of the offered System. Above a threshold value, each awarded point is valued at a fictitious deduction of €10.000 (ten thousand Euros) from the total registration price as stated in Annex C. This results in the comparison price. The tenderer with the lowest comparison price is awarded the Assignment.

7.2.2 Calculation of comparison price

The fictitious value is calculated using the following formula

$$V = p - (s - s_{min}) \times \text{€}10.000$$

V is the comparison price

p is the offered total price in annex C

s is the number of points awarded

s_min is the minimum number of points to achieve (40)

7.2.3 Award criteria on quality

Below is an overview of the sub-award criteria with regard to quality as well as the maximum score in Euros.

Description	Max. points
Q1 - User friendliness	22 points
Q2 - Evaluation of test structures	35 points
Q3 - Accuracy	20 points
Total	77

Tenderers must achieve 40 of the total 77 points of Q1-Q3 as a minimum. Tenders that fail this requirement will be excluded from further participation in this tendering procedure.

7.2.3.1 Q1 – User friendliness – 22 points

As the Instrument will be part of a user facility with many different users, as well as the staff of the AMOLF NanoLab, it is important that the tool is easy to use and is suitable for various applications.

- Tenderers will submit documentation detailing the maximum size of structures made with the Instrument. Points will be awarded for instruments that allow for the printing of large structures in x and y, with the following scoring, following the valuation in the table below.

Valuation and description	Score
Stage movement ≤ 150 x 150 mm	2 points
Stage movement ≤ 100 x 100 mm	1 point
Stage movement ≤ 50 x 50 mm	0 points

In addition, the Tenderer will digitally submit the following.

- A demonstration of switching between different modes of use, such as different objectives, and swapping out resins and resists. Points will be awarded for flexibility of resin use
- A demonstration of the process of printing on a fiber tip. Points will be awarded for ease of switching to fiber printing mode, printing accuracy to the fiber core, and for tilt correction.
- A demonstration of ease of aligning, interface finding, and tilt correcting the sample
- A demonstration of the functionality of the software used to prepare printing; how the prepared structures are loaded into the equipment, 3D print preview, parameter sweep while printing.
- A demonstration of the monitoring options; e.g. a live view of the print work, remote viewing by the many users of the tool

For each of these 5 items, a maximum of 4 points can be awarded per item, following the below scoring

Valuation and description	Score
User ease is excellent: The processes in question maximize user ease, efficiency, and possibilities: they are fully automated, can be set up by users with only minimal training, or offer high levels of flexibility and/or monitoring	4 points
User ease is good: The processes in question are simple to set up and use, requiring moderate training from experienced personnel and don't take excessive time to perform. Users are offered	3 points
User ease is sufficient: The processes in question function well. They require significant training and are not automated, but still offer flexibility and ease of use to users	2 points
User ease is mediocre: The processes in question are serviceable, but offer low flexibility, accuracy, and are time-consuming to perform.	1 point
User ease is insufficient: The processes in question don't function well, are slow, wasteful with material, and are difficult to perform for all but highly trained staff.	0 points

7.2.3.2 Q2 – Evaluation of test structures – 35 points

As the Instrument will be used to print optical structures, it is important that the Instrument can reach high levels of smoothness and have high resolution. The Tenderer must submit two test structures as a part of their Tender, which has been made with a tool identical to the Instrument offered in the Tender. The structures will be evaluated by the members of the committee via electron microscope images made at AMOLF and evaluated according to criteria listed below. As part of the Tender, the Tenderer will submit metadata for the fabrication.

Woodpile structure

The first structure will be a so-called “woodpile structure”, printed on a silicon wafer. It should have lines running stacked in alternating directions, and adjacent lines of the same direction offset by half the line’s spacing. The stack should have the following parameters

Woodpile structure parameters	
Base size	10x10 μm
Number of layers	10 in each direction
Horizontal spacing	1000 nm
Vertical spacing	≤700 nm

The structure will be valued on the features in the following two tables

Valuation and description	Score
Lines are not straight or not separated or line width >500 nm	0 points
Lines are straight, line width <500 nm	4 points
Lines are straight, line width <300 nm	8 points
Lines are straight, line width <200 nm	12 points
Lines are straight, line width <150 nm	16 points
Bonus points for the Tender with the woodpile structure with the highest perceived smoothness	4 points

Microlens array

The second structure will be a microlens array made of circular plano-convex lenslets on a square grid, with the following parameters.

Microlens array parameters	
Lenslet radius of curvature	200 μm
Array pitch	230 μm
Array size	20x20 lenslets
Lens height	70 μm

The microlens arrays will be evaluated on their smoothness as measured by AMOLF using an atomic force microscope. The mean roughness will be calculated as follows

$$R_a = \frac{1}{n_{x,y}} \sum |\Delta z(x, y)|$$

Where R_a is the mean roughness, $n_{x,y}$ are the number of measurement points and $|\Delta z(x, y)|$ is the absolute height difference with respect to the target lens shape.

Valuation and description	Score
$R_a \geq 20$ nm	0 points
$R_a \leq 15$ nm	5 points
$R_a \leq 10$ nm	10 points
$R_a \leq 5$ nm	15 points

7.2.3.3 Q3 – Accuracy – 20 points

The system must be able to automatically align (position and rotation) to markers on a substrate. To demonstrate this, the Tenderer must submit a video of the alignment procedure, in real time or with clearly indicated speed. Repeating these test results will also be part of the acceptance procedure. A schematic of the markers described here is shown in the image below.

1. A cross (5-50 μm), is printed, together with alignment markers, indicators of directions, and coordinate system axes.
2. The system now makes a series of movements, repeating the printing of these markers at each point: first moving 20 mm to the left, then 20 mm down, then 20 mm to the right.
3. The substrate is now rotated by 45°, either automatically or manually.
4. The system navigates back to the first cross, automatically aligns to it, and prints a square rim around the first cross with a target gap of 2 μm between the cross and the rim on all sides of the cross. The system repeats writing these rims for the other two crosses.

For each written structure, the distance between the cross and the rim will be measured as part of the evaluation, giving dx1, dx2, dy1, and dy2 for each structure. The total deviations in x and y per structure will be calculated as follows. The || symbols represent taking the absolute value

$$Dx = \left| \frac{|dx1| - |dx2|}{2} \right|$$

$$Dy = \left| \frac{|dy1| - |dy2|}{2} \right|$$

Valuation and description	Score
The deviation is so large that at least once the cross and the rim are touching	0 points
At least one of the total deviations is >1 μm	5 points
Both the total deviations are <500 nm	10 points
Both the total deviations are <200 nm	15 points
Both the total deviations are <100 nm	20 points

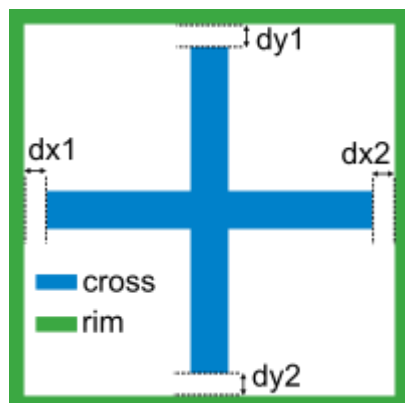


Image: Example of an alignment test cross and rim

7.3 Tie

If, after evaluation, two or more tenderers end up with the same evaluation result, the following applies:

- a) The Contract will be awarded to the tenderer with the highest notional deduction on the award criterion Q1;
- b) If, after step a, there are two or more tenderers with an equal assessment result on the award criterion Q1, the draw will take place under notarial supervision.

7.4 Verification

As indicated in Section 3.5.2, the Client can request supporting evidence from the winning Tenderer(s) immediately after publication, in accordance with Sections 2.89, 2.91 and 2.93 of the Public Procurement Act 2012. If verification of the supporting documents shows that the potential winning Tenderer:

- does not meet the specified requirements, or
- cannot submit sufficient evidence, or
- if it transpires that it has provided incorrect information,

this Tenderer will not be eligible for award. The Contracting Authority will then withdraw the provisional award decision.

The scores of the remaining Tenderers will then be recalculated and the tendering procedure will be continued with the Tenderer that then has first place.

Based on the new assessment results, the assessment committee will issue a new award recommendation to the internal Client. If the award recommendation is followed, a new, second publication of the award decision is sent to all Tenderers and the objection period will commence again. The supporting documents can then be requested and verified from the new potential winning Tenderer.