

Procurement Guide

**for the European open tender for a Complete Electrode Production Pilot Line
(Slurry Mixing, Coating, Calendaring and Slitting)**

Contracting Authority:

The Netherlands Organisation for Applied Scientific Research (TNO)

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Definitions

In this Procurement Guide, words written with an initial capital, both singular and plural, shall have the following meanings. Terms not mentioned in this list but defined in the Dutch Public Procurement Act [*Aanbestedingswet*] have the meaning assigned to them in the Procurement Act.

Contracting Authority	: TNO, Netherlands Organisation for applied scientific research
Procurement Guide	: the present document describing the Procurement Procedure.
Procurement Procedure	: the present European public Procurement Procedure by which the conclusion of the Contract is tendered.
Dutch Public Procurement Act	: Dutch Public Procurement Act 2012 (hereinafter: "Procurement Act" or "Aw") concerning the implementation of procurement directives 2014/23/EU, 2014/24/EU and 2014/25/EU
Procurement Documents	: all documents prepared by or on behalf of TNO for the purpose of the Procurement Procedure.
Announcement	: the Notice of Procurement Procedure at www.TenderNed.nl .
Annex(es)	: The Annexes to the Procurement Guide, namely: • A01 to A05 - i.e. the formats to be used by the Tenderer in preparing and submitting its Tender, • B01 to B3 - i.e. the formats to be used by the intended beneficiary for the purpose of submitting supporting documents relating to the ESPD at the request of TNO, • C01 to C04 - i.e. documents and (additional) information, which form part of the Procurement Guide and are not intended for submission by the Tenderer or the intended beneficiary.
Combination	: an alliance of enterprises tendering jointly as a single Tenderer, each of the Combination members being jointly and severally liable for the performance of the Contract.
Third Party	: natural persons on whom, or legal entities on which, a Tenderer may rely in order to meet the Suitability Requirements of financial and economic standing and/or technical and professional competence, irrespective of the legal nature of its links with said Third Party.
Suitability Requirements	: the requirements imposed by TNO on Tenderers not excluded on the basis of the Grounds for Exclusion, which Tenderers must meet as a minimum in order to be eligible for the award of the Contract, on penalty of invalidation, as described in Section 5.
Award criterion	: the criterion used by TNO in the assessment and ranking of Tenders for the purpose of awarding the Contract, as referred to in Section 6.
Award decision	: the written communication of TNO's choice of the Tenderer with which it intends to conclude the Contract or its choice not to conclude a Contract.
Tenderer	: an entrepreneur submitting a Tender.
Tender	: an offer/quotation made by a Tenderer.
Minimum Requirements	: the requirements set by TNO regarding the manner in which the Contractor must perform the Contract.
Information Notice	: the document containing further information about the Procurement Procedure and/or the Procurement Documents and in which TNO presents and answers the Tenderers' questions in anonymised form.
Contractor	: the Tenderer with which the Contract is concluded.
Contract	: the Contract concluded with the Contractor pursuant to the outcome of the Procurement Procedure. The Contract is concluded after it has been signed by TNO and the Contractor.
Grounds for Exclusion	: grounds for exclusion from participation in the Procurement Procedure, which – depending on the provisions of the Procurement Documents – relate to circumstances concerning the (person of the) Tenderer, the (person of the) Third Party and/or the (person of the) Subcontractor.

- European Single
Procurement Document : the declaration as referred to in Article 2.84(1) of the Procurement Act, which TNO has attached to the Procurement Guide as Annex **A01** (hereinafter: ESPD).
- Suppliers Code of Conduct : this is a set of standards established by TNO that applies to all procurement activities and contractual agreements. Suppliers are required to implement policies and processes to ensure compliance with these standards. Any failure to comply will be considered a breach and may result in legal action.

1 Contracting Authority and Contract

1.1 TNO

TNO, Netherlands Organisation for applied scientific research, hereinafter referred to as "TNO", is a modern unit-driven Research & Knowledge organisation, established by law in 1932 to make scientific research applicable to enterprises, government bodies and civil-society organisations and thereby strengthen innovative capacity. TNO is a public-law legal entity and operates under the ministerial responsibility of the Dutch Minister of Economic Affairs but, as an organisation, performs its tasks independently.

Every day, TNO's employees are working on the development and application of innovative research. TNO provides contract research and specialist consultancy and licenses patents and specialist software. TNO starts up new enterprises to bring innovations to market.

TNO's strength lies in its ability to combine diverse fields of science to create ground-breaking, sustainable solutions. Increasingly, TNO does so by collaborating with government bodies, industry, other knowledge institutions and civil-society organisations, both nationally and internationally. Through its work, TNO stimulates economic growth and social innovation.

TNO's mission is to create impactful innovations that contribute to the sustainable wellbeing and prosperity of society. The way TNO fulfils this mission is outlined in its strategic plan for 2026–2029. The strategy is built around three key priorities: placing greater focus through dynamic portfolio management by doing what we excel at; increasing impact through valorisation by bringing science to market; and enhancing customer and market centricity. TNO's overarching goal is to connect, change, and accelerate: Innovation for Life.

For more information on TNO, see: www.TNO.nl.

1.2 The TNO organisation

With TNO's highly ambitious approach comes an organisational form that effectively facilitates this ambition and a culture that challenges employees to innovate and collaborate. The TNO organisation has a unit structure as shown below:



The six organisational units (Units) are market-oriented and recognisable to TNO's customers and partners.

The Units are based across the Netherlands with a total of 21 locations/research facilities.

The head office is located in The Hague and accommodates the central staff bodies (Shared Services Organisation) and from where the entire TNO organisation is supported and managed.

1.2.1 Procurement department

The Procurement department is effecting the procurement on behalf of TNO in close cooperation with the Holst Centre - Thin Film Electronics department.

Procurement, as part of the Finance, Procurement & Legal (FPL) department, is responsible for organising and executing procurement processes and ensuring that these processes are in line with the TNO objectives.

1.2.2 Open Battery Innovation Centre (OBIC)

OBIC is filling the gap in the Netherlands between laboratory and commercial production at scale, the pilot line aims to accelerate maturation of Dutch cell technologies. The OBIC offers an industrial/R&D pilot line to rapidly validate battery innovations, scale them up, and bring them to market. To this end, innovations are incorporated into batches of realistic cells with relevant capacity, consistent quality, and scalable production techniques. This provides reliable performance,

quality, and cost data as well as insight into optimal integration into production processes.

1.3 Purpose of the Tender

One of TNO's core responsibilities is to contribute to the strengthening of the earning capacity of the Dutch economy and to support sustainable employment. This responsibility is partly fulfilled through the development and operation of advanced test and measurement facilities that enable innovation, industrial collaboration, and technology maturation.

This procurement relates to the acquisition of a Complete Electrode Production Pilot Line (Slurry Mixing, Coating, Calendaring and Slitting).

The objective of this Tender is to enable TNO to enter into a Contract with a single Contractor for the supply and delivery of a Complete Electrode Production Pilot Line (Slurry Mixing, Coating, Calendaring and Slitting) - hereinafter also referred to as the "Electrode Production Pilot Line". The scope of supply and the associated services shall be performed in accordance with the requirements and preferences as set out in the Procurement Documents.

The supplier shall deliver a fully functional turnkey lithium-ion anode electrode production line based on wet coating technology, consisting of slurry mixing, coating, calendaring, and slitting. In addition, the supplier shall provide a twin splitter for cathode electrode processing.

The proposed turnkey anode electrode line shall be designed as a highly automated, modular, island-based production system, minimizing operator intervention and manual material handling. The architecture shall be based on dedicated machine islands with autonomous process control and manual-based material flow, enabling stable batch-mode operation while maintaining flexibility for format changes.

Each machine shall be compatible with a C&D room in accordance with ISO 14644-1 ISO 7 and a dew point of -20°C. Each machine shall also be enclosed, with the possibility of connecting a dry air inlet to maintain a lower dew point, such as -40°C. The design shall prevent uncontrolled air ingress and ensure consistent environmental stability across all critical processing stations

The system shall ensure that all critical process parameters are reproducible, well controlled, and fully traceable. This is intended to support stable ramp-up, a high level of process stability, and consistent cell quality. A turnkey configuration is expected to contribute to shorter implementation timelines, reduced project risks, and a scalable foundation allowing for future capacity expansion.

1.4 Objective, scope and content of the proposed Contract

The Contract to be entered into provides for the supply of products and the provision of services, as specified in detail in the Programme of Requirements and Preferences (Sections 8 and Annex A04).

Following the present Procurement Procedure, TNO intends to award a contract for a complete electrode production pilot line (slurry mixing, coating, calendaring and slitting) in accordance with the Procurement Guide.

In general terms, the contract involves:

- A complete electrode production pilot line (slurry mixing, coating, calendaring and slitting)
- 24-months warranty
- Maintenance during the 24-months warranty period
- (Critical) Design Review (CDR)
- Documentation package
- Factory Acceptance Test (FAT)
- Site Acceptance Test (SAT)
- Installation on site
- Operator training
- Basic maintenance training
- Delivery shall be made on a Delivered Duty Paid (DDP, Incoterms® 2020) basis to TNO's Automotive Campus location in Helmond, as further specified in the Purchase Order.

1.5 Facility readiness Timeline

The location in Helmond where the installation is to be carried out is currently still under discussion. Nevertheless, it is expected that Mechanical Completion and handover of the facility will be achieved by mid-June. Therefore, delivery of the equipment is anticipated to be possible mid-June.

Given the inherent complexity of such construction projects, Tenderers must take into account the possibility of delays due to unforeseen circumstances. Tenderers are therefore requested to incorporate sufficient flexibility and adaptability into their planning to accommodate any potential shifts in the timeline.

TNO expects to have more clarity by the time the contract is awarded. These aspects will then be further detailed and coordinated with the bidder to whom TNO intends to award the contract.

Coordination and Responsibilities

Following contract award, and throughout the preparation and execution phases, open and transparent communication will be maintained between TNO and the contractor to ensure proper alignment of planning activities and, where necessary, the timely implementation of appropriate measures. The contractor is expected to adhere to the proposed schedule.

Should readiness of the facility be delayed, the supplier will be responsible for the temporary storage of the equipment - either at their own premises or in suitable external storage facilities. This must be arranged at no additional cost to TNO and shall remain in effect until installation in the facility is possible.

1.6 Maintenance/services Contract

During the warranty period, the supplier shall provide a full maintenance concept including preventive maintenance, predictive maintenance, and corrective maintenance support, including documented schedules, spare parts, process monitoring, remote diagnostics, and SLAs (see also P-8000-040 in Annex A04).

The Supplier shall provide a comprehensive maintenance and service concept that ensures:

- A. Maximum availability and predictable uptime of the Electrode Production Pilot Line.
- B.
- C. Safe operation, compliance with applicable standards, and complete traceability of maintenance actions.
- D. Minimized unplanned downtime through structured preventive and predictive maintenance, supported by corrective maintenance under defined SLAs.
- E. Long-term supportability for a minimum lifecycle period of 15 years.

1.6.1 Revision Clause – Maintenance & Services

The maintenance and service prices (TP2) offered by the Tenderer shall remain fixed and non-indexable for a period of twenty-four (24) months following the date of Final Acceptance of the Electrode Production Pilot Line by TNO. No price adjustments shall be permitted during this period, irrespective of inflation, labour cost increases, material price developments, or any other cost-related factors.

Upon expiry of the 24-month period, a price revision may only occur if all of the following cumulative conditions are met:

- a) the revision shall not take effect earlier than 24 months after final acceptance of the Electrode Production Pilot Line ;
- b) the revision may occur no more than once per contract year;
- c) the Supplier submits a written request no later than three (3) months prior to the new contract year.
- d) the revision must be requested in writing by the Supplier and shall include a clear, verifiable justification for the cost components to which the revision relates;
- e) the revision shall be limited to objectively demonstrable cost developments and shall not imply a change in scope or service level.
- f) both positive and negative index movements shall be applied (symmetry requirement).

Indexation Method

Price revisions shall be adjusted using publicly available statistical indices for (a) labour-related costs and (b) material and general costs.:

A. Labour-Related Component

Adjustments to the labour-related component shall follow the CBS Labour Cost Index – Business Services (Netherlands). The revised labour component is calculated as:

$$P_{L,rev} = P_{L,base} \times (LCI_{current} \div LCI_{base})$$

Official CBS dataset: <https://www.cbs.nl/en-gb/figures/detail/85928ENG>

B. Material and General-Cost Components

Adjustments to the material/general-cost component shall follow the Eurostat Harmonised Index of Consumer Prices (HICP) – All Items. The revised material/general cost component is calculated as:

$$P_{M,rev} = P_{M,base} \times (HICP_{current} \div HICP_{base})$$

Official Eurostat dataset: <https://ec.europa.eu/eurostat/web/hicp/database>

The Supplier shall specify the proportion of labour versus material in the maintenance price. If an index is discontinued or materially altered, a comparable publicly available index shall be applied.

1. Bandwidth / Maximum Change

Each revision is limited to a maximum of 3% per contract year, with a cumulative maximum increase of 10% over the total maintenance period.

2. Approval Requirement

A proposed price revision shall only take effect upon prior written approval by TNO. TNO reserves the right to reject the request in whole or in part, to propose an alternative reasonable revision, or to continue the applicable contract year without revision.

3. Performance-Related Exclusions

Price revisions shall never be used to compensate for:

- failure to meet agreed response times;
- exceeding the maximum annual maintenance duration of two (2) weeks;
- reduced system availability, inadequate preventive or corrective maintenance, or insufficient service-desk performance.

If agreed service levels are structurally not met, TNO reserves the right to require corrective measures, adjust the price on a pro-rata basis, or partially or fully terminate the agreement in accordance with the contract conditions.

It must at all times be clear to TNO:

- which activities are included in the basic maintenance contract;
- which activities are excluded and therefore qualify as additional work at extra cost;

2 Procurement Procedure

The Procurement Procedure is carried out in accordance with the relevant regulations stipulated under the Aw. TNO has opted for the open Procurement Procedure. This tender has been published on and will proceed through TenderNed, www.TenderNed.nl.

2.1 Schedule for the Procurement Procedure

The proposed schedule for the Procurement Procedure is as follows:

No.	Action points	Date
1.	Publication of Announcement of Contract (at www.TenderNed.nl)	16-07-2026
2.	Closing date for submission of questions by Tenderers	31-08-2026, 10:30
3.	Issue of (final) Information Notice	12-08-2026
4.	Closing date and time for submission of Tenders	31-08-2026, 10:30
5.	Notification of Award Decision	28-09-2026
6.	Closing date for submission of supporting documents by intended beneficiary	05-10-2026
7.	Closing date for submission of challenges	19-10-2026
8.	Final award	Close after 19-10-2026

The dates are indicative. TNO reserves the right to change the dates, subject of course to the minimum periods as laid down in the Dutch Public Procurement Act [*Aanbestedingswet*]. Affected enterprises will be notified of any change in the schedule via TenderNed.

2.2 Tender conditions

As part of the Procurement Procedure, TNO applies the following conditions.

2.2.1 Agreement

Submission of the Tender implies that the Tenderer agrees to the terms and conditions of the Procurement Procedure and agrees to the contents of the Tender Documents, including any unwelcome answers in the Information Notice.

2.2.2 Formats

The Tenderer should use the formats as included in the Annexes to this Procurement Guide. It is expressly not permitted to make changes to these formats, unless TNO has expressly stated otherwise.

2.2.3 European Single Procurement Document (ESPD)

The Tenderer must submit an ESPD as specified in the instructions given below. The Tenderer must use the ESPD as appended in Annex A01.

To access and complete the ESPD electronically, the Tenderer must only use the Adobe Reader software program, preferably the latest version. Opening the ESPD in a program other than Adobe Reader may result in the ESPD appearing different from the version pre-filled by TNO and/or showing errors. Submission of an ESPD that differs from the version as provided by TNO with the Procurement Documents will render the Tender invalid, unless TNO considers this disproportionate in a specific case. The responsibility for opening the ESPD in the prescribed manner and submitting the correct version thereof rests with the Tenderer.

For legally valid signature of the ESPD, see Section 2.2.20 of this Procurement Guide.

2.2.4 Precedence of Procurement Documents

In the event of discrepancies between the contents of the various Procurement Documents, the following order of precedence applies during the Procurement Procedure, in descending order of prevalence:

- Information Notice(s): from most recent to least recent;
- Procurement Guide with Annexes:
 - o Programme of Requirements and Preferences (Annex A04);
 - o The Price Sheet (Annex A03);
- Announcement.

2.2.5 Contact person and communication

All communication relating to the Procurement Procedure, with the exception of Section 2.3 "Further Information (questions)", will take place via TenderNed only and in the manner specified in this Procurement Guide.

If direct contact with TNO is specified/necessary, communication will take place exclusively with the TNO contact person stated below, in writing at all times, via the TenderNed messaging module.

Name : Arjan Verhoeven
Position : Senior Procurement Advisor
Department : Procurement
Postal address : PO Box 96800, NL-2509 JE, The Hague

Tenderers cannot derive any rights from oral statements, undertakings and suggestions made by TNO employees and/or consultants in relation to the Procurement Procedure and/or the Procurement Documents. Tenderers may only rely on information provided in writing by or on behalf of TNO.

On penalty of exclusion, enterprises may not contact persons other than the contact person with regard to the Tender, unless TNO considers this disproportionate in a specific case. Nor is it permitted, on penalty of exclusion, to communicate with the contact person in any way other than via TenderNed, unless TNO considers this disproportionate in a specific case.

An instruction regarding digital procurement via TenderNed can be found by selected Tenderers in TenderNed's support environment (<https://www.TenderNed.nl/cms/help>). If you have any questions or are unclear about the operation of TenderNed (for example, if you are unable to log in or submit documents) or if TenderNed malfunctions, the TenderNed service desk can be contacted from 8.30 a.m. to 4.30 p.m. on working days on 0800 - 836 33 76 or via servicedesk@TenderNed.nl.

2.2.6 Language

Tenders must be written in the English language. Tenders in languages other than English will be excluded from participation. Official documents that cannot be submitted in the English language may be written in the language of the document's country of origin. Upon request, the Tenderer shall arrange a translation by a sworn interpreter-translator. The costs incurred shall be borne by the Tenderer.

2.2.7 Single Tender

An enterprise may only be involved in one (1) Tender: either as an independent Tenderer, a member of a Combination, or a subcontractor or Third Party. With regard to enterprises belonging to the same group as referred to in Sections 2:24b and 2:24c of the Dutch Civil Code, more than one company from the group may submit a Tender, provided that the enterprises demonstrate, at TNO's request, that the Tenders have been drawn up independently and autonomously. Where this cannot be demonstrated by all the Tenderers concerned, all the Tenders emanating from enterprises belonging to the same group will be excluded.

2.2.8 Combination

A Combination of enterprises may submit a Tender jointly as a single Tenderer. To do so, the following conditions must be met.

- All members of the Combination shall submit their own completed and validly signed ESPD. This states that registration takes place in Combination and, if selected, registered.
- The ESPD specifies which member of the Combination will fulfil the role of coordinator. The coordinator is the only member with which TNO corresponds regarding the Procurement Procedure and, where applicable, the Contract. The coordinator must have the power to legally bind all members of the Combination in respect of the Procurement Procedure and, where applicable, (the award of) the Contract.
- All members of the Combination must individually declare in their own ESPD whether they are subject to Grounds for Exclusion (see Section 5.1). The members of the Combination will each be assessed individually against the Grounds for Exclusion. If one or more Exclusion Grounds apply to one or more members, the entire Combination will be excluded.
- The Combination as a whole will be assessed against the Suitability Requirements, subject to any exceptions referred to in Section 5.2. In the ESPD, the Combination members declare how the Combination meets the Suitability Requirements. If the Combination as a whole does not meet all Suitability Requirements, the submission of the Combination will be laid aside.

By submitting the Tender, the Combination members declare that all the participants in the Combination are jointly and severally liable for the fulfilment of the obligations arising from the Procurement Procedure, as well as from any performance of the Contract. By submitting the Tender, the Combination members declare that the coordinator is authorised to validly represent the Combination and the individual Combination members in all matters relating to the Tender and, in the event of the award of the Contract, the Contract.

2.2.9 Subcontracting

A Tenderer may use one or more subcontractors to carry out the work. A cooperative venture in the form of a main contractor and subcontractors may tender as single Tenderer. The main contractor shall remain at all times responsible and liable for all work, including any work performed by a subcontractor. TNO recognises the following subcontractors:

Reliance on subcontractor to meet Suitability Requirements

Where the Tenderer relies on the financial and economic standing and/or technical and professional competence of a subcontractor to meet the Suitability Requirements, said subcontractor shall also be deemed a Third Party. In this case, the

Tenderer must follow the instructions as described in Section 2.2.10 concerning reliance on the resources of a Third Party or Parties. All Third Parties must be listed in Section IIC of the ESPD (Annex A01).

Deployment of subcontractor to perform the contract

Where a Tenderer meets the specified Suitability Requirements independently but wishes to use one of more subcontractors to carry out the work, the Tenderer need not disclose the identity of the subcontractor(s) in the Tender. While the Tenderer must tick the box in its ESPD, Part IID, to indicate that it intends to use subcontractors, their names need not be disclosed at this time. However, the Tenderer must do so not later than seven (7) calendar days after the provisional award, as TNO has to pre-approve the subcontractors to be used. If the Contractor wishes to replace a subcontractor during performance of the Contract, this will only be possible subject to TNO's prior consent in writing.

If a Tenderer wishes to use a subcontractor, a completed ESPD (Annex A01; parts IIA, IIB and III) must be submitted not later than seven (7) calendar days after the provisional approval of said subcontractor, as well as the supporting documents relating to the Grounds for Exclusion (Section 5). Where a subcontractor is subject to one or more Grounds for Exclusion and said subcontractor has not given convincing reasons in the ESPD why it should nevertheless not be excluded (see Section 5), the subcontractor will not be approved. Otherwise, approval of a subcontractor will not be unreasonably withheld.

If a Tenderer intends to use multiple subcontractors, a completed and duly signed ESPD (Annex A01) must be submitted from each subcontractor. The subcontractor has only to complete parts IIA, IIB and III of the ESPD. These ESPDs will be appended to the Tender.

The subcontractor's ESPD (Annex A01) must be duly signed. For signing authority, please refer to Section 2.2.20.

If the Tenderer does not intend to use subcontractors

The Tenderer should indicate its intention not to use subcontractor(s) by ticking only the "no" box in Part II D of the ESPD (Annex A01).

2.2.10 Reliance on Third Party resources?

The Tenderer may rely on the financial and economic standing and/or technical and professional competence of a Third Party or Parties.

If the Tenderer relies on the financial and economic capacity of a Third Party or Parties, both the Tenderer and the Third Party or Parties on whose financial and economic capacity the Tenderer relies will be jointly and severally liable for the obligations arising from the Procurement Procedure and for the obligations arising from the performance of the Contract, if awarded to the relevant Tenderer.

If the Tenderer relies on the technical and professional competence of a Third Party or Parties, said Third Party or Parties should also be involved in the performance of the Contract, if awarded to the relevant Tenderer.

No reliance on Third Party resources

If the Tenderer does not rely on the financial and economic standing and/or technical and professional competence of a Third Party or Parties, it should complete Part II C of the ESPD (Annex A01) to indicate that it does not rely on the financial and economic standing and/or technical and professional competence of a Third Party or Parties, by ticking the "no" box.

Reliance on Third Party resources

A) Requirements for submitting a Tender

If the Tenderer does rely on the financial and economic standing and/or technical and professional competence of a Third Party or Parties, the Tenderer should complete Part II C of the ESPD (Annex A01) to indicate:

1. that it is relying on the financial and economic standing and/or technical and professional competence of a Third Party or Parties, by ticking the "yes" box
2. the Suitability Requirements for which it relies on the Third Party or Parties and,
3. for each stated Suitability Requirement for which it relies on a Third Party or Parties, and the Third Party or Parties it relies on for that purpose.

In addition, if the Tenderer relies on the financial and economic standing and/or technical and professional competence of a Third Party or Parties, it shall submit the following:

4. a separately completed and duly signed ESPD (Annex A01) from each Third Party on whose financial and economic standing and/or technical and professional competence it relies, in which the Third Party completes Parts II A, II B and III in respect of the Third Party itself. The ESPDs of the Third Party or Parties must be duly signed as referred to in Section 2.2.20.

Additional requirement for submitting a Tender in the event of reliance on technical and professional competence of a Third Party or Parties

5. If and insofar as the Tenderer relies on the technical and professional competence of a Third Party or Parties, the Tenderer must submit a list of reference projects completed by the Third Party or Parties on whose technical and professional competence the Tenderer relies, in addition to any list of its own reference projects to be submitted by itself with its Tender. If and insofar as the Tenderer submits reference projects of a Third Party or Parties, it must also use the format for reference projects (Annex A03) for this purpose.

B) Requirements for intended beneficiary relying on a Third Party or Parties

The Tenderer to which TNO intends to award the Contract on the basis of the Award Decision and which relies on the financial and economic standing and/or technical and professional competence of a Third Party or Parties must submit at TNO's request within the period specified in Section 7.1 of the Procurement Guide:

1. a declaration by said Third Party or Parties stating that the Tenderer can actually access the resources of the Third Party or Parties relied upon. If the Tenderer relies on the financial and economic standing of a Third Party, it shall submit a declaration in the format provided in Annex **B01**. If the Tenderer relies on the technical and professional competence of a Third Party, it shall submit a declaration in the format provided in Annex **B02**;
2. any evidence as referred to in Section 5.1, which allows the Third Party or Parties whose suitability the Tenderer relies on to demonstrate that the Grounds for Exclusion do not apply to the Third Party.

Additional requirement for intended beneficiary in the event of reliance on financial and economic standing of a Third Party or Parties

3. The Tenderer to which TNO intends to award the Contract on the basis of the Award Decision and which relies on the financial and economic standing of a Third Party or Parties must, at TNO's request, submit within the period specified in Section 7.1 of the Procurement Guide, in addition to the documents referred to above under B) (regarding "*Requirements for the Intended Beneficiary*"): the documents that will be substituted for those that the Tenderer must submit to prove that it meets the Suitability Requirements regarding financial and economic standing.

2.2.11 Variants

Offering variants and/or alternative Tenders is not permitted and they will therefore be disregarded.

2.2.12 "Or equivalent"

The technical specifications are formulated as much as possible on the basis of EU and other standards, performance requirements and functional requirements. Where the Procurement Documents, including the Annexes, nevertheless refer to brand names, patents, types, manufacturing processes, etc., the Tenderer should read "or equivalent" after the relevant phrase.

Tenderers are free to provide an equivalent product, service or type of work. If they do so, the Tenderers must justify in or with their Tender why they are offering an equivalent product, service or type of work. It is up to TNO to assess whether the latter are actually equivalent. TNO reserves the right to have their equivalence assessed by a third party if necessary.

2.2.13 Rights reserved by TNO

1. TNO reserves the right to stop the entire Procurement Procedure temporarily or permanently. If TNO decides to discontinue the Procurement Procedure, legal protection is guaranteed in accordance with paragraph 2.4 of the Procurement Guide.
2. TNO reserves the right at all times to subject the data and statements provided by Tenderers to further investigation and verify their accuracy (or have them verified), as well as to approach any references provided, without prior notification thereof to Tenderer. The results thereof will be considered in the assessment of the Tender.

The Tenderer is aware that if at a later stage it is found that incorrect and/or incomplete information has been provided and/or that requirements set out in the Procurement Documents are not or no longer being met, the Tenderer will be excluded from further participation in the Procurement Procedure or agreements already made may be cancelled and contracts dissolved. In such cases, TNO cannot be held liable for the consequences thereof for the relevant Tenderer and TNO will not be obliged to reimburse any costs and/or any loss or damage of any kind.

2.2.14 Confidentiality

The Tenderer will observe strict confidentiality in respect of all information that is or becomes known to it through TNO. It will not make the information available to Third Parties and will only disclose it to its staff, including consultants, subcontractors and Third Parties, insofar as this is necessary for the submission of the Tender or – if and insofar as applicable – the performance of the Contract.

TNO acknowledges the confidentiality of the Tenderer's Tender and will not disclose to Third Parties any information known to it from this source. It will be necessary to disclose information from the Tender, where appropriate, in the context of justifying the Award Decision. The Tenderer recognises this and agrees accordingly.

2.2.15 Distortion of competition

Distortion of competition will result in exclusion. If TNO suspects that distortion of competition has occurred, it will give the relevant Tenderer(s) the opportunity to demonstrate that it has not been guilty of distorting competition. If TNO deems that the Tenderer has failed to do so, the Tenderer will be excluded from further participation in the Procurement Procedure.

2.2.16 Withdrawal by Tenderer

Any Tenderer who has submitted a Tender may withdraw it until the closing date for tenders. After that moment, the period of validity starts. The Tender is irrevocable during the period of validity.

2.2.17 Period of validity

The Tenderer upholds its Tender for a period of one hundred and twenty (120) calendar days from the closing date for submission of the Tender (Section 2.1). The period of validity is automatically extended until the final conclusion of the Contract with the first-ranked Tenderer.

If summary proceedings are instituted against the Award Decision, the period of validity will be automatically extended by a period of thirty (30) calendar days from the date of the decision of the preliminary relief judge.

TNO may request Tenderers to extend the period of validity. Tenderers cannot derive from this any right to be awarded the Contract.

2.2.18 Contract terms

The Contract will be awarded in accordance with:

- Contract entitled: 'Purchase Agreement TNO – [name Contractor]', the draft version of which is included in Annex **C02**;
- TNO's Purchasing Conditions for Goods, December 2025, as included in Annex **C03**, except insofar as they are explicitly departed from in the Procurement Documents.
- TNO's purchase order (for administrative purposes).

In accordance with Section 2.3 of this Procurement Guide, Tenderers may submit text and amendment proposals for this Contract and the Purchasing Conditions for Goods. The final Information Notice will respond to these proposals or add the final Contract and Purchasing Conditions for Goods.

The general terms and conditions (including terms of supply) or terms and conditions of Third Parties (including subcontractors and auxiliary persons) used by the Tenderers, both during this Procurement Procedure and also, in the event of award, during the performance of the final Contract and any contracts to be concluded under its terms, are expressly rejected by TNO. If they declare their own terms and conditions applicable, this will render their Tender invalid.

In the final Information Notice, TNO will indicate where final changes have been made.

Acceptance of these amendments to the Framework Agreement/Acceptance of the Final Contract and Purchasing Conditions for Goods is a minimum requirement. Failure to comply with these conditions will result in the Tenderer's exclusion from further participation in the procedure.

2.2.19 Suppliers Code of Conduct

TNO declares that the Supplier Code of Conduct ("the Code") applies to this Tender and the resulting agreement. By submitting a tender, the Tenderer confirms that they have read the Code and will comply with it throughout the term of the agreement.

The Tenderer must have policies and internal processes in place to ensure compliance with the Code. TNO may require the Tenderer to demonstrate this through relevant policy documents, procedures, or certifications, insofar as this is proportionate to the nature and scope of the assignment. TNO may, where appropriate, request further clarification. Non-compliance with the Code constitutes a material breach, which may result in TNO taking applicable legal measures in accordance with the contractual documents.

If the Tenderer applies its own Code of Conduct that is at least equivalent to TNO's Code of Conduct, the Tenderer may continue to apply it. Upon TNO's request, the Tenderer must demonstrate this equivalence by providing relevant documentation. TNO reserves the right to assess and determine whether the Code of Conduct is indeed equivalent.

2.2.20 Conditional Tender

TNO will exclude conditional Tenders from further participation in the Procurement Procedure.

2.2.21 Legally valid signature

The Tender must be validly signed. "*Validly signed*" means that the ESPD has been signed by the duly authorised representative(s) of the Tenderer as stated in TenderNed. A validly signed ESPD means that the Tender as a whole has been validly signed, unless a separate valid signature is required for one or more documents. TNO would point out that the trade register may state that two or more persons are joint authorised representatives, or that a representative is authorised only up to a certain monetary value. This has implications for the authority to sign and Tenderers should anticipate this. The authority to sign should be evidenced by an extract from the trade register. It is also possible for the Tender to be signed by a proxy. In this case, a power of attorney must be issued by a legally authorised representative of the Tenderer, as evidenced by the trade register, or the power of attorney must be recorded in the trade register.

The extract or the power of attorney need only be issued to TNO if a request to that effect has been made by TNO, as specified in the requirements set out in Section 7.1 of the Procurement Guide.

A Tender not validly signed shall be deemed not to have been made and shall be invalid.

This provision also applies to the ESPD submitted by members of a Combination and/or for the Third Party or Parties on whose standing/experience/resources the Tenderer relies. In their case too, only the ESPD need be validly signed and this signature will also serve as a valid signature for other documents completed and submitted by them.

Electronic signature

Signature in the form of an electronic signature is also permitted. The following requirements apply in this regard: an E-recognition tool ("eHerkenning" in Dutch) with at least security level 4 (EH4) must be used.

2.2.22 Reimbursement of expenses incurred in submitting the Tender

Any expenses incurred by Tenderers in preparing and submitting the Tender will not be reimbursed.

2.2.23 Statement of prices and expenses

Prices and costs must be stated in euros excluding VAT and will be fixed for the term of the Contract unless otherwise specified. TNO hereby explicitly states that no price negotiations will be entered into as part of this Procurement Procedure.

2.2.24 Publicity

No publicity will be given to the Procurement Procedure by the Tenderer or by partners and/or subcontractors to be engaged by the Tenderer except with TNO's consent in writing. All information on the Tender will be treated confidentially by Tenderer and the parties to be engaged by them.

2.2.25 Intellectual property

Subject to exceptions as specified in the Dutch Copyright Act [*Auteurswet*], no part of the Procurement Documents may be reproduced (other than for the purpose of submitting a Tender) in any manner whatsoever without TNO's consent in writing. Tenders and all Annexes submitted by Tenderers as part of the Procurement Procedure will become TNO's property upon receipt.

2.2.26 TNO logo

The TNO logo may not be copied, altered or otherwise used on documents submitted by the Tenderer as part of the Procurement Procedure.

2.3 Further information (questions)

The Procurement Documents shall be prepared with the utmost care. Tenderers may request further information on the Procurement Procedure and/or the Procurement Guide up to the closing date and time "closing date for submission of questions" as stated in the schedule in Section 2.1. Said further information may, for example, address any lack of clarity, ambiguities, discrepancies. Further information should be requested within the time limit and in the manner described in this section. Questions and comments not submitted on time and/or correctly will in principle not be dealt with in the Information Notice, except in cases where this is deemed necessary and/or desirable at TNO's sole discretion.

Moreover, at the time of the above deadline, Tenderers will have the opportunity to ask reasoned questions on, or propose text or amendments to, the draft contract, as included in Annex **C02** and in the Purchasing Conditions for Goods TNO, Annex **C03**. Text proposals will serve only to improve the Contract and must not affect its essence. TNO would point out that it reserves the right at all times to accept or not to accept these text or amendment proposals.

If the Tenderer fails to raise questions about and/or challenge to (lack of clarity, ambiguities or discrepancies in) the Procurement Procedure and/or the Procurement Guide and/or in the manner described in this section, or does not do so in a timely manner, it will forfeit its right to challenge any deficiencies identified at a later stage, e.g. in interlocutory proceedings.

Questions and/or comments should be communicated **exclusively** to the TNO contact person (see Section 2.2.5) using the "Standard Template for Tenderer Questions" in Annex **C01** ("editable" MS Excel file) prepared by TNO. Using the "pull-down" menu in this Excel file, the Tenderer should indicate which section of the Procurement Guide the question relates to. Once completed, Annex **C01** should be submitted via [the TenderNed messaging module](#).

TNO is therefore **not using the question module in TenderNed**. Questions submitted in this question module will not be considered.

The TNO contact person will compile the questions and/or comments, along with their responses, in anonymised form within one or more Information Notices. The final date for asking questions is included in the schedule in Section 2.1. The Information Notices will be published at www.TenderNed.nl as per the schedule in the table in Section 2.1.

All the questions and their answers should be considered an integral part of this Procurement Guide. The basic premise is that the Procurement Guide will be deemed final after publication of the last Information Notice.

TNO may decide to hold one or more additional briefing rounds. Parties will be informed of this in the Information Notice. Questions and comments submitted as part of an additional briefing round may relate solely to the contents of the immediately preceding Information Notice. Questions and comments that do not relate to the immediately preceding Information Notice may be disregarded by TNO – without notice.

The responsibility for submitting questions and/or comments in a timely and correct manner rests with the Tenderer. Questions raised after the expiry of the deadline will in principle not be answered in the Information Notice unless answering is necessary, in TNO's opinion, for the submission of a proper Tender.

TNO would advise Tenderers to wait until the last Information Notice is published before submitting their Tender as the Information Notice may contain further clarifications and amendments to the Procurement Guide that are relevant to the preparation of the Tender.

TNO would expressly remind Tenderers that it can answer their questions in confidence (Section 2.53(3) Aw). If a Tenderer does not wish to have a question answered in the Information Notice, the Tenderer must give reasons as to why a public answer would damage its legitimate economic interests. TNO will take a decision on whether or not to answer a question in confidence based on these reasons. If TNO decides not to do so, it will notify the questioner accordingly, giving reasons. The questioner will then have the option of withdrawing or submitting its question for the Information Notice.

2.4 Applicable law and disputes

This Procurement Procedure is governed by the laws of the Netherlands. The Preliminary Relief Judge at the District Court of The Hague shall have exclusive jurisdiction to settle disputes relating to the present Procurement Procedure. Tenderers should bring their challenges to all or part of the Procurement Procedure, to all or part of the information provided or to other aspects relating to the Procurement Procedure to the attention of the TNO contact person (see Section 2.2.5) at the shortest possible notice.

The period within which legal action must be taken against the Award Decision and/or the Procurement Procedure is twenty (20) calendar days from the date of the Award Decision. Any summons should be served within this period, which is a (contractual) expiry date, at TNO's address. If this objection period, also expiry date, is exceeded without legal proceedings having been commenced by service of a summons, any right to do so shall (inadmissible) lapse. The standstill period is automatically extended to the next working day if the standstill period ends at the weekend, on a public holiday or a so-called "notice-free day" [when bailiffs cannot issue writs].

A Tenderer wishing to initiate summary proceedings is requested to request foreclosures from TNO.

If a summons has been served within the standstill period, the relevant Tenderer is requested to send a copy of the served summons via TenderNed to the contact person for the Procurement Procedure no later than two (2) working days after service. This is because the processing of documents within TNO can lead to delays in processing the summons.

If a Tenderer institutes summary proceedings in a timely and valid manner in respect of the Award Decision and/or the Procurement Procedure, the Tenderer to which the contract has been provisionally awarded shall intervene in the summary proceedings. If the Tenderer to which the Contract has been provisionally awarded does not intervene, said Tenderer shall exercise the right to institute court proceedings or third-party proceedings in the event that the judgment in the first-instance summary proceedings orders the amendment or revocation of the Award Decision. This is because it is important for all the parties to obtain clarity as soon as possible and put all the arguments on the table in the first instance. If the standstill period is exceeded, this situation cannot be remedied.

Any Tenderer that has instituted summary proceedings is obliged to provide a copy of the summons when requested to do so by other Tenderers so that said Tenderer(s) can determine whether intervention is appropriate. Of course, it is up to the Tenderer that initiated the summary proceedings to determine whether or not confidential business information will be disclosed at that stage and, if so, which. If the Tenderer that initiated the summary proceedings does not (expeditiously) provide a copy of the summons to the Tenderer requesting it, TNO reserves the right to provide a copy of the summons itself. In doing so, TNO will determine at its own discretion whether confidential business information will be deleted and, if so, which.

If summary proceedings have been instituted in a timely and legally valid manner and the judgment does not oppose the conclusion of the Contract, TNO will be free to enter into the Contract. TNO is not obliged to await any appeal or proceedings on the merits. In other cases, TNO will consider the next steps to be taken based on the judgment in first instance.

2.5 Submission of the Tender

2.5.1 Digital tendering

The Tender consists of the completed and, where necessary, validly signed Annexes **A01 to A04**, the formats of which are appended as Annexes to the Procurement Guide. When the ESPD is validly signed, the Tender as such is also validly signed. The absence of a legally valid signature on the ESPD will render the Tender invalid.

For legally valid signatures, see Section 2.2.20.

For this Tender, TNO is using a digital procurement system via TenderNed. The Tender must be uploaded to the TenderNed digital vault not later than the date and time specified in the schedule in Section 2.1 under "Closing date for submission of Tenders". After uploading, the Tenderer will receive a transaction code via SMS. This code must be entered in TenderNed. The Tender is not actually submitted until the correct transaction code has been entered. The SMS code must therefore be entered within the tendering period for the Tender to be deemed complete and correct.

Tenders received late and/or Tenders not deposited in the digital vault and/or Tenders submitted by means other than via TenderNed will not be considered and will therefore be excluded from participation. Tenderers will remain at all times solely responsible for submitting their Tender on time and in the correct manner.

Tenderers are strongly advised to take careful note of the guide provided by TenderNed for the digital submission of Tenders, particularly as regards placing documents in the digital vault. In doing so, uploading should be completed with the tendering wizard (authorisation by SMS code).

Tenderers are advised to start uploading documents in good time. If a Tenderer experiences problems with the system due to a malfunction of TenderNed, the TNO contact person (Section 2.2.5) and TenderNed should be contacted without delay. In the event that a TenderNed malfunction actually occurs, as a result of which the submission of Tenders is not possible, shortly before the closing date and TNO has not taken note of Tenders that have been uploaded to the TenderNed digital vault on time despite the malfunction, TNO will extend the closing date for submission of Tenders pursuant to Section 2.109 Aw.

TNO further advises Tenderers to take note of the content of Section 2.109a Aw and, in accordance with the provisions of that section, to be prepared to submit the encrypted version of their Tender in a timely manner if occasioned by TenderNed malfunctioning.

2.5.2 Sending and grading Tender

The Tender consists of the following documents. Documents in **Part A** relate to the Tenderer. Documents in **Part B** relate to either Third Party(ies) whose experience/resources the Tenderer appeals to under the Eligibility Requirements and/or the Declaration of Willingness of Tenderer for the required insurance. The documents under **Part B** need to be submitted only if Third Party(ies) are invoked or if Tenderer is not (yet) in possession of either the insurance company's policy or satisfactory statement within the stipulated timeframe.

Part A Submission of the Tender

The Tender, under penalty of invalidity, must consist of the following components.

- Annex A01** European Single Procurement Document (Tenderer, if applicable: all individual Combination members; the individual Third Party or for the benefit of one or more subcontractors to be used for the work).
- Annex A02** Format for reference projects
- Annex A03** Price sheet
- Annex A04** Format for answering questions/fulfilling preferences, sub-award criterion: quality

The above sheets must be completed in full. Only the ESPD need be validly signed.

Gather the pdf files, Annexes **A01** to **A05**, as separate "loose" files into a compressed file (zip file) named: "....." **_part A**. The Tenderer should replace the dotted line with all or part of its company name. Upload this compressed file to TenderNed's digital vault.

Part B Submission of supporting documents

- Annex B01** Format for Declaration as to Reliance on Financial and Economic Standing of Third Party or Parties
- Annex B02** Format for Declaration as to Reliance on Technical and Professional Competence of Third Party or Parties
- Annex B03** Format for Statement of Policy/Declaration as to Insurance

The above sheets must be completed in full. Only the ESPD need be validly signed.

Gather the pdf files, Annexes **B01** to **B03** as separate "loose" files into a compressed file (zip file) named: "....." **_part B**. The Tenderer should replace the dotted line with all or part of its company name. Upload this compressed file to TenderNed's digital vault.

3 Assessment of Tenderers and Tenders

3.1 Assessment team

A team of subject-matter and process experts has been constituted to conduct a qualitative assessment of the Tenders, focusing on the qualitative Award Criteria. The assessment team evaluates the quality of the Tenders without any knowledge of the financial part of the submissions. For this reason, in no circumstances shall a Tenderer include any pricing information in their submission, except within the Price Sheet, **Annex A03**. This stipulation ensures that all financial details are confined to the designated section, thereby maintaining the integrity and uniformity of the evaluation process.

The members of the assessment team assess, on a strictly personal basis and independently, the elaboration of the qualitative (sub-sub-)award criteria for the Tenders. For these criteria, see section 6.1.2 and its elaboration in Chapter 8. In a meeting of the individual assessors, the average of the individual scores is then determined. The average of the individual scores then determines the overall score for a sub-sub-award criterion. Average scores are rounded to one decimal place.

In the announcement of the Intention to Award, TNO will state the numbers of completed points per (sub-)sub-award criterion. The total score for sub-award criterion: Quality (QY) has been arrived at by totalling unrounded scores on the sub-sub-award criterion, after which this total score is rounded to a whole number for the purpose of said announcement.

3.2 Assessment procedure

The assessment procedure is as described in the following sections.

- Section 4** : concerns the assessment of the timeliness, formal requirements and completeness of the Tender submitted.
- Section 5** : concerns requirements formulated in respect of Grounds for Exclusion and Suitability Requirements. If one or more Grounds for Exclusion apply and/or if a Tenderer fails to meet the Suitability Requirements, the Tenderer will be excluded/the Tender will be invalid.
- Section 6** : concerns the description of the assessment by TNO of the Tenders against the Award Criterion. The Award Criterion is assessed by allocating points to the Tender
- Section 7** : concerns the assessment of supporting documents and other documents requested by TNO from the intended beneficiary.
- Section 8** : this describes the assessment carried out by TNO in respect of the Minimum Requirements. This involves assessing TNO's requirements and preferences for the performance of the Contract, i.e. the Programme of Requirements and Preferences ("PoR"):

TNO assesses and ranks the Tenders on the basis of the Award Criterion: Most Economically Advantageous Tender (MEAT), see Section 6 in this regard.

TNO may ask the Tenderer for clarification with regard to the submitted Tenders up to the end of the Procurement Procedure. The Tenderer is deemed to be willing and able to answer questions within 48 hours of sending the questions. If questions are not answered (in a timely manner), TNO may interpret the Tender in any manner it sees fit, based on the documents known to it.

4 Assessment of timeliness, formal requirements and completeness

4.1 Assessing timeliness of submission

The Tender must be submitted in a timely manner, i.e. within the tendering period (see Section 2.1). Tenders not submitted in a timely manner are invalid and TNO will discard them.

4.2 Assessing for other formal requirements and completeness

Tenders submitted by means other than through TenderNed will not be assessed and will be discarded. The foregoing is subject to any malfunctions of TenderNed, recognised as such by TenderNed.

The Tenders will be assessed as regards completeness and the formal requirements applicable in the Procurement Procedure, including at all events the legally valid signature. Tenders that are incomplete and/or fail to meet all the formal requirements will be declared invalid by TNO and discarded. Missing answers, documents, or data will result in exclusion if there is no rectifiable omission. Tenderers are reminded that TNO is not obliged to have deficiencies rectified. TNO has the discretionary power to offer a rectification option.

If – for whatever reason – a question cannot be answered or the requested data cannot be submitted in full or at all, this must be explicitly stated at the time of the Tender, together with reasons. Depending on the nature of the deficiency, TNO will assess whether the Tender is invalid, in which case it will be discarded, or whether the deficiency is amenable to rectification.

Deficiencies for which TNO offers a rectification option must be rectified within the timeframe as stated in the relevant request from TNO. If a deficiency is not rectified within the notified period or at all, the Tender will be invalid after all.

Equipment and Machine definition

Equipment

Equipment shall mean the complete scope of supply to be delivered by the Supplier under this tender, including all machines, modules, auxiliary systems, tooling, controls, software, safety systems, utilities interfaces, documentation, spare parts, training, commissioning, qualification and support required for the specified electrode production scope.

For the purpose of this tender, Equipment includes, but is not limited to, the following production modules:

- Anode Slurry Mixing, including pumps and slurry wet track;
- Anode Coating;
- Anode Calendering;
- Anode Slitting;
- Cathode Slitting;
- all required auxiliary systems, interfaces, tooling, extraction systems, local data storage, control systems, HMIs, safety systems and documentation necessary for their complete and safe operation.

Where a requirement refers to “Equipment” and no explicit machine name is stated, the requirement shall apply to the complete delivered system and to all parts of the Supplier’s scope, unless a specific exception is clearly stated in the requirement.

Machine

Machine shall mean an individual production machine, module, or functional unit within the Equipment scope that performs a defined manufacturing process or supporting process and is supplied as part of the complete system.

For the purpose of this tender, each of the following shall be considered a Machine:

- Anode Slurry Mixer / Anode Slurry Mixing System;
- Anode Coater;
- Anode Calender;
- Anode Slitter;
- Cathode Slitter;
- any additional optional or auxiliary module supplied with its own control, safety, process, measurement, handling, or data function.

Where a requirement refers to “each Machine”, “all Machines”, or “the Machine” and no explicit machine name is stated, the requirement shall apply individually to every Machine within the Equipment scope, unless the requirement explicitly states otherwise.

Subsystems that are physically integrated into a Machine, such as dryers, pumps, unwinders, rewinders, web handling units, extraction systems, vision systems, sensors, actuators, tooling stations, measurement systems, service panels, control cabinets and HMIs, shall be treated as part of that Machine for the purpose of compliance, documentation, safety, data traceability, maintenance and qualification.

5 Assessment of Grounds for Exclusion and Suitability Requirements

5.1 Assessing Grounds of Exclusion

The Tenderer will be assessed in terms of the Grounds for Exclusion listed in the ESPD (Section III). The Tenderer declares in the ESPD whether the Grounds for Exclusion used are applicable or not at the time of tendering. Where one or more Grounds for Exclusion apply, the Tenderer will generally be excluded. The Tenderer will have the opportunity to give reasons in the ESPD why it should not be excluded after all because of self-cleansing measures or at least why exclusion would be disproportionate. TNO will take these reasons into account in its decision on the final exclusion of the Tenderer. The reasons must be included in or appended to the ESPD. Tenderers may not continue to submit and/or alter the reasons once the tendering period has elapsed.

If the Tenderer is a Combination and a Ground for Exclusion applies to any of the participants in that Combination, the Combination as a whole will be excluded. Each Combination member must submit its own legally signed ESPD.

If the Tenderer relies on the suitability of a Third Party or Parties as described in Section 2.2.10 of the Procurement Guide and a Ground for Exclusion applies to one or more Third Parties, TNO will reject its reliance on the suitability of the Third Party or Parties in question. If the Tenderer, whose reliance on a Third Party or Parties has been rejected, fails – after having been given the opportunity to do so by TNO – to rely (in a timely manner) on the resources of a substitute Third Party or Parties, or if the Tenderer does rely on a substitute Third Party or Parties but fails to comply fully or at all with the requirements set for that purpose, the Tenderer will be excluded from participating in the Procurement Procedure. The substitute Third Party or Parties must be proposed within seven (7) calendar days of a request to that effect from TNO, submitting all the documents requested in the Procurement Documents for that purpose. Proposing a substitute Third Party is not considered an amendment to the Tender. If a Tenderer is permitted to propose a substitute Third Party, the Tenderer may only substitute the Third Party while submitting the relevant documents in this connection. Other parts of the Tender, including, but not limited to, the elaboration of the award criteria remain unchanged.

The completed and validly signed ESPD will suffice in the first instance as evidence that the Grounds for Exclusion do not apply to the Tenderer. At TNO's request, the Tenderer to which TNO intends to award the Contract will provide – by the date specified in Section 7.1 of the Procurement Guide – the supporting documents referred to in section 7.1. If the Tender is submitted in Combination, all the Combination members must submit the supporting documents listed below. If the Tenderer relies on the standing/resources/experience of one or more Third Parties, then the supporting documents listed below from each Third Party should be submitted.

Tenderers are reminded that it may take several weeks to obtain some supporting documents. Tenderers are therefore advised to request the supporting documents at the earliest possible stage so that they can be supplied in a timely manner – in response to any request from TNO. TNO would point out that any Tenderer relying on a Third Party is itself responsible for the timely submission of supporting documents in respect of the Third Party's ESPD. TNO therefore advises Tenderers to inform, in a timely and appropriate manner, Third Parties on whose suitability they rely which documents may be requested by TNO in the event of award to the Tenderer and the time required to obtain these documents.

Failure to obtain supporting documents in a timely manner or at all remains at the Tenderer's risk. If the supporting documents are not supplied in a timely manner and/or complete, the Tenderer will still be excluded. If a supporting document has not been obtained in a timely manner, but has been requested in good time and the failure to obtain it is not due to a circumstance within the Tenderer's sphere of risk, the Tenderer will not be excluded. To this end, the Tenderer must demonstrate that the relevant supporting document has been requested not later than two (2) working days after publication of the announcement of the Procurement Procedure.

5.2 Assessing Suitability Requirements

The Tenderer must, at the time of Tendering, possess a certain minimum level of expertise and ability to perform the contract: the Suitability Requirements.

The Tenderer will be assessed on the Suitability Requirements. If the Tenderer relies on the suitability of a Third Party or Parties as referred to in Section 2.2.10 of the Procurement Guide, TNO will assess whether the Third Party or Parties meets the specified Suitability Requirements, for which the Tenderer relies on said Third Party or Parties.

The Suitability Requirements refer to the required financial and economic standing, technical and professional ability and professional competence that the Tenderer must meet in order to be eligible to submit a Tender.

The Tenderer must meet all the Suitability Requirements at the time when the Tender is submitted. If the Tenderer fails to meet all the Suitability Requirements, with or without relying on one or more Third Parties, the Tender will be invalid.

If tendering in Combination, the Combination as a whole must meet the Suitability Requirements and in principle not all the individual Combination members. However, this may be different for a specific Suitability Requirement.

5.2.1 Financial and economic standing

5.2.1.1 Insurance

The Tenderer shall maintain valid insurance coverage for both business liability and professional liability, with a minimum coverage amount of €2,500,000 per occurrence or series of related occurrences, and an annual aggregate limit of no less than €5,000,000. In the absence of such coverage at the time of Tender submission, the Tenderer shall demonstrate the ability and express the willingness to procure the required insurance coverage upon receipt of a notice of Intention to Award. The Tenderer is responsible for ensuring that, if awarded Contract, it remains insured at least in accordance with this requirement during the term of the Contract. The Contractor will inform TNO without delay of any changes to the insurance policies. If the Contractor's insurance does not or no longer meets this Suitability Requirement during the term, TNO will be entitled to dissolve the Contract without notice of default or judicial intervention and without being liable to pay compensation to the Contractor.

Ticking the "yes" box in Part IV of the Tenderer's ESPD (Annex **A01**) will suffice in the first instance as evidence that the Tenderer meets this requirement.

At TNO's request, the Tenderer whose Tender was ranked first will provide the evidence of insurance within the set timeframe as referred to in Section 7.1. This supporting document comprises a policy showing the required insurance cover, the insurance contract, the policy schedule or a satisfactory declaration from the insurance company showing that the Tenderer is insured as required in the Procurement Documents. If a group policy is submitted, the Tenderer must supply a copy thereof to demonstrate that it is jointly insured.

If the Tenderer does not (or not yet) have the insurance company's policy or satisfactory declaration in its possession within the set timeframe, it should sign a Declaration of Readiness instead (Annex **B03**). By signing this declaration, the Tenderer declares that it will provide a copy of the policy or of a satisfactory statement by the insurance company within seven (7) calendar days after the notification by TNO that it intends to enter into the Contract with the Tenderer under the suspensive condition of the required insurance, based on the assessment of the supporting and other documents already submitted (see Sections 7.1 and 7.2). Said notification will be issued by TNO only after the standstill period has expired without summary proceedings being instituted or – where summary proceedings have been instituted – the relevant judgment states that the Award Decision can be upheld. The Contract will be not be entered into until such time as evidence of the Tenderer being adequately insured has been received. If the Tenderer is unable to provide the required insurance policy or a satisfactory declaration from the insurance company within the set timeframe, the Contract will not be concluded and TNO will retain the right to award the Contract to the Tenderer which would be ranked in first place after the number one was eliminated in accordance with the assessment system, and which has stood by its Tender.

5.2.2 Technical and professional competence

Competence requirements state the degree to which Tenderers may be considered capable of performing the actual activities under the present Contract as required.

5.2.2.1 Reference projects

The Tenderer shall demonstrate its experience in relation to the required core competences by means of reference projects. The Tenderer shall submit one (1) reference project per core competence.

The Tenderer is permitted to rely on the same reference project for multiple core competences, provided that the information submitted demonstrates that such reference project satisfies all requirements of each of the relevant core competences.

In order to substantiate its experience, the Tenderer shall, at the time of submission of its Tender, provide a fully completed **Annex A02** for each core competence. Where a single reference project is used for more than one core competence, a separate **Annex A02** shall be submitted for each core competence, clearly specifying how the requirements of the respective core competence are met.

Where the Tenderer submits more than one reference project for a single core competence, only one (1) reference project shall be taken into account for the assessment of that core competence. The Tenderer shall clearly indicate which reference project is to be assessed. In the absence of such indication, TNO reserves the right to select one reference project at its own discretion for the purpose of assessment. Additional reference projects submitted for the same core competence shall not be considered.

The corresponding **Annex A02** shall demonstrate, for each core competence, that the reference project fulfils all aspects of the relevant core competence. Additions to or amendments of the information provided in **Annex A02** after the expiry of the deadline for submission of Tenders shall not be permitted.

Where the Tenderer relies on the technical and professional capacity of one or more third parties, the Tenderer shall submit, for each core competence for which such reliance is invoked, a fully completed **Annex A02** completed by the relevant third party or parties.

Where a reference project cited has not yet been fully completed, the Tenderer may only present the results actually achieved under the contract in question. Forecasts, expected outcomes or projected results shall not be taken into account. The Tenderer shall ensure that the contact persons of the submitted reference projects have been duly informed and consent to being contacted by TNO for the purpose of verification of the submitted references within the scope of this procurement procedure.

TNO reserves the right to verify the submitted references. Such verification may be carried out, inter alia, by means of a digital verification, including a video conference (e.g. via Microsoft Teams), with the relevant reference contact.

Such verification shall be strictly limited to confirming whether the Tenderer satisfies the relevant core competence. TNO shall not request or obtain any confidential or commercially sensitive information that is not necessary for this purpose.

TNO has identified the following core competences that correspond to the desired experience in key areas of the present Contract.

Core Competence 1: The Tenderer demonstrates extensive experience in the design, engineering, and delivery of integrated electrode production lines covering slurry mixing, coating, calendaring, and slitting processes. This expertise includes a deep understanding of electrode chemistries such as lithium-ion, sodium-ion and other advanced materials, as well as the ability to optimise critical process parameters including coating uniformity, layer thickness, drying behaviour, and calendaring conditions. The Tenderer consistently delivers systems that comply with relevant industry standards in terms of performance, safety, and scalability, thereby ensuring that all functional and performance-related requirements are fully met.

Core Competence 1 is essential for TNO due to the highly specialised nature of the required production line. A thorough understanding of slurry mixing, coating, calendaring, and slitting - and their interdependencies - is critical to ensure that the system meets the required performance, quality, and reproducibility standards.

Reference project: The Tenderer must have delivered a project that fulfils Core Competence 1 in the past 3yrs for services/supplies year from the date of Announcement of this Procurement Procedure and whose contract value was a minimum of € 1.000.000 excluding VAT. The project should have been delivered in accordance with the conditions agreed at the time, including the completion date and budget.

Core Competence 2: The Tenderer possesses strong capabilities in system integration and turnkey project delivery, ensuring that all process steps operate as a unified and fully functional pilot line. This includes the integration of mechanical, electrical, and software components, as well as the development of advanced control systems such as PLC, SCADA, and MES interfaces to enable seamless communication between subsystems. The Tenderer is capable of delivering complete solutions encompassing installation, commissioning, Site Acceptance Testing, and operator training, thereby minimising interface risks and ensuring reliable and efficient system operation from the outset.

Core competency 2 is essential for TNO because the contract concerns a fully integrated system rather than standalone components. The Contracting Authority must be assured that the Tenderer can deliver a cohesive and fully operational production line, thereby minimising interface risks and ensuring overall system functionality.

Reference project: The Tenderer must have delivered a project that fulfils Core Competence 2 in the past 3yrs for services/supplies year from the date of Announcement of this Procurement Procedure and whose contract value was a minimum of € 1.000.000 excluding VAT. The project should have been delivered in accordance with the conditions agreed at the time, including the completion date and budget.

Core Competence 3 - The Tenderer applies a structured and transparent project management methodology to ensure effective execution and delivery. This includes the use of recognised frameworks such as PRINCE2 or PMI-based approaches, supported by a clear governance structure with defined milestones, deliverables, and reporting mechanisms. The Tenderer implements comprehensive risk management processes, including the identification, assessment, and mitigation of technical and supply chain risks. A dedicated project team is assigned with clear responsibilities and a single point of accountability, ensuring that the project is delivered within the agreed scope, timeline, and budget.

Core competency 3 is essential for TNO given the multidisciplinary scope and complexity of the project. Effective coordination, planning, and risk management are required to ensure timely delivery within the agreed scope and budget, thereby reducing execution risks.

Reference project: The Tenderer must have delivered a project that fulfils Core Competence 3 in the last 3yrs for services/supplies year from the date of Announcement of this Procurement Procedure and whose contract value was at least € 500.000 excluding VAT. The project should have been delivered in accordance with the conditions agreed at the time, including the completion date and budget.

Core Competence 4 - The Tenderer has advanced capabilities in automation, process control, and digitalisation, enabling high levels of precision and reproducibility. Real-time monitoring and control of key process parameters, such as viscosity, coating thickness, temperature, and web tension, are integrated into the system. The Tenderer provides solutions that support data acquisition, storage, and analysis, facilitating process optimisation and research applications. These capabilities align with Industry 4.0 principles and enable scalability, flexibility, and continuous improvement of the pilot line.

Core competency 4 is essential for TNO to guarantee that the pilot line enables accurate monitoring, control, and reproducibility of processes. These capabilities are necessary to support validation, optimisation, and future scalability of the system.

Reference project: The Tenderer must have delivered a project that fulfils Core Competence 4 in the last 3yrs for services/supplies year from the date of Announcement of this Procurement Procedure and whose contract value was at least € 1.000.000 excluding VAT. The project should have been delivered in accordance with the conditions agreed at the time, including the completion date and budget.

Core Competence 5 - The Tenderer provides comprehensive after-sales support to ensure the long-term performance and reliability of the delivered system. This includes preventive and corrective maintenance services, the availability of spare parts, and the option for service level agreements. Technical support is provided through both on-site and remote diagnostics, ensuring rapid response times. In addition, the Tenderer offers upgrade pathways and ongoing process optimisation support, thereby safeguarding the operational continuity and long-term value of the investment.

Core competency 5 is essential for TNO to ensure the long-term performance and reliability of the installation. Adequate maintenance, technical support, and upgrade capabilities are required to safeguard operational continuity and protect the investment of the Contracting Authority.

Reference project: The Tenderer must have delivered a project that fulfils Core Competence 5 in the last 3yrs for services/supplies year from the date of Announcement of this Procurement Procedure and whose contract value was at least €500.000 excluding VAT. The project should have been delivered in accordance with the conditions agreed at the time, including the completion date and budget.

5.2.2.2 Verification of Core Competencies and Reference Projects

TNO intends, by requesting core competencies and any reference projects, solely to establish whether the Tenderer demonstrably possesses the experience and capability required to realise systems comparable to the requested Complete Electrode Production Pilot Line.

In this context, the verification by TNO is limited to assessing whether the submitted reference projects and competencies are comparable in nature, scale, and complexity to the present contract and whether these have been demonstrably and successfully completed.

TNO explicitly emphasises that it does not intend, nor will it require, Tenderers to disclose confidential or competition-sensitive information, including but not limited to specific process technologies, formulations, research purposes, production volumes, or other technical details that are not directly relevant to the assessment of the Tenderer's suitability.

Tenderers are therefore permitted and encouraged to describe their references in such a way that:

- only information relevant and necessary for the assessment of suitability is provided;
- confidential business information and intellectual property are adequately protected;
- the focus lies on demonstrating delivered performance, the role of the Tenderer, and the successful completion of the projects.

TNO reserves the right to check references with the referee without involving the Tenderer. TNO assumes that the Tenderer has informed the referees accordingly. The information obtained by TNO from the referent will be taken into account in the assessment of the Tender.

If the Tenderer has not demonstrated in its Tender that it has the required experience in all the core competences, this will result in the Tender being rendered invalid.

5.2.3 Professional competence

By completing the ESPD (Annex A01) and ticking the "yes" box in Part IV, the Tenderer declares that it is registered in the professional or trade register in accordance with the regulations of the Member State in which it is based.

At TNO's request, the Tenderer to which TNO intends to award the Contract within the period specified in Section 7.1 of the Procurement Guide will provide relevant evidence:

- for enterprises based in the Netherlands, an extract from the trade register of the Chamber of Commerce must be submitted, which is not more than six months old at the time of submission of the Tender. For enterprises based outside the Netherlands, a similar document should be appended in accordance with the applicable regulations of the relevant country in which the enterprise is based;
- where the Tenderer is a partnership or general partnership, the Tenderer shall submit the extracts of those that form the partnership/general partnership (if recorded in the trade register) as well as a declaration signed by all the partners showing the power of representation for the purposes of this Tender;
- where the Tenderer is a Combination, the Tenderer shall submit extracts from all participants in that Combination, and;
- where the Tenderer submits a Tender relying on the standing/capacity/experience of one or more Third Parties, the Tenderer shall submit extracts from all Third Parties or subcontractors, as the case may be.

5.2.4 Legal suitability to perform an assignment

On 8 April 2022, the EU adopted a fifth sanctions package regarding the Russian war in Ukraine (Council Regulation 2022/576). This reference includes all prior and future sanctions packages adopted by the EU in this context, which shall be considered equally applicable. In that package, contracting authorities are prohibited from granting assignments to (1) natural persons with Russian nationality or legal entities established in Russia, (2) legal entities that are owned for 50% or more by one of the natural persons or legal entities referred to under (1), and/or (3) natural persons or legal entities acting in the interests or on the instructions of a natural person or legal entity referred to under (1).

TNO applies the above requirements as a suitability condition for this Procurement Procedure. A Tenderer will be legally unsuitable to perform the assignment (Section 2.90(4) of the Dutch Public Procurement Act (*Aanbestedingswet*)), and its Tender will be invalid, if:

- 1) the natural persons have Russian nationality or the legal entities are domiciled in Russia; and/or

- 2) they are legal entities that are owned for 50% or more by natural persons or legal entities referred to under (1); and/or
- 3) they are natural persons or legal entities acting in the interests or on the instructions of a natural person or legal entity referred to under (1).

The Tenderer must therefore demonstrate in its Tender that:

- 1) the Tenderer does not have Russian nationality and/or is not domiciled in Russia; and
- 2) the Tenderer is not owned for 50% or more by a natural or legal person referred to under (1); and
- 3) the Tenderer is not acting in the interests or on the instructions of a natural or legal person referred to under (1), including the payment of monies to a natural or legal person referred to under (1), whether or not it is legally obliged to do so and whether or not it is actually possible at present.

If one or more of the above three (3) requirements cannot be demonstrated, the Tender will be invalid.

Where the Tenderer tenders in Combination, this requirement shall apply to all the individual Combination members. Where the Tenderer relies on the standing/resources/experience of one or more Third Parties, this requirement shall also apply to the Third Parties on whose standing/resources/experience the Tenderer relies. If the Tenderer wishes to use one or more subcontractors during the performance of the Contract, the Contractor will have to demonstrate – for that subcontractor – that it meets this requirement at the time a subcontractor is presented to TNO for approval.

Ticking the "yes" box in Part IV of the Tenderer's ESPD (Annex **A01**) will suffice in the first instance as evidence that the Tenderer meets this requirement.

To this end, the Tenderer to which TNO intends to award the Contract within the set timeframe as referred to in Section 7.1, shall provide the means of proof relating to this Suitability Requirement. This concerns the following documents:

- a) a recent (not older than six (6) months from date of Tender) extract from the trade register reflecting the most recent state of affairs; and
- b) an up-to-date report on the holding structure (where the Tenderer is part of a holding structure) showing the direct and indirect ownership relationships of the Tenderer; and
- c) a copy of the Tenderer's current articles of association.

The Tenderer shall submit an unequivocal declaration confirming that no products, whether semi-finished or finished, falling under Annex XVII of Council Regulation (EU) No 833/2014 on sanctions against Russia will be supplied. If any products listed in Annex XVII are nonetheless included in the scope of supply, the Tenderer must demonstrate the non-Russian origin of these materials by providing a Mill Test Certificate (MTC) or an equivalent certificate, ensuring full traceability and verification of the country of origin. This documentation is required to comply with EU sanctions law, as reinforced by Council Regulation (EU) 2022/1904, which mandates origin evidence for iron and steel products and prohibits the import of items originating from Russia without verified proof of origin.

The Tenderer must continue to meet the Suitability Requirement. TNO will be entitled to verify this during the term of the Contract. If it becomes apparent during the term of the Contract that the Contractor does not meet – or no longer meets – the Suitability Requirement, TNO will be entitled to terminate the Contract with immediate effect, without being liable to pay damages to the Contractor and without the necessity of a notice of default or judicial intervention.

6 Assessment of Award Criterion

TNO assesses and ranks the Tenders based on the Award Criterion: Most Economically Advantageous Tender (MEAT). The Tenderer with the highest overall score is deemed to have submitted the 'Most Economically Advantageous Tender' and is therefore provisionally awarded the contract.

6.1 Award Criterion: Most Economically Advantageous Tender (MEAT)

This criterion is divided into the following sub-award criteria, with the corresponding weighting factors, where the assessment of the sub-award criteria: Price (TP, Total Price) and Quality (QY) is scored by setting a number of point scores to be achieved.

Award Criteria	Max. points score
Price (TP, Total Price)	400
Quality (QY)	600
Total	1000

The Tender with the highest total points score will be designated as Most Economically Advantageous Tender "MEAT", on the basis of which TNO intends to award the Contract. See also Section 6.2 Award.

Point scores for each sub-award criterion will be rounded to one (1) decimal place. Total points are scored for each sub-award criterion by adding up unrounded point scores. In the announcement of the Intention to Award, TNO will state the rounded points scores allocated to each (sub-)sub-award criterion.

If the Tenderers with the highest Total Score have an equal Total Score, the Contract will be provisionally awarded to the Tenderer with the highest score for the sub-sub-award criterion Quality (QU). If these scores are also equal, a draw will be held among the Tenderers with equal scores which are eligible for award. The protocol for the draw, if any, will be shared with the Tenderers among which lots will be drawn.

If, after the provisional award, the Tenderer with the highest score nevertheless proves to be invalid/is excluded from the procedure, the Tenders will be reassessed on the basis of the Award Criterion: Price, after which a new total score will be determined. TNO will award the Contract again based on this reassessment. This is to avoid what is referred to as the "ranking paradox".

6.1.1 Sub-award criterion: Price TP (Total Price)

To determine the sub-award criterion: TP (Total Price), TNO asks the Tenderer to use the Price Sheet prepared by TNO (in MS Excel) according to Annex **A03** for its price proposal. This Price Sheet should be completed and appended to the Tender. The Tenderer should strictly follow the outline of the Price Sheet and complete it in full. If the Price Sheet has not been submitted in full and/or correctly or at all, TNO will declare the Tender invalid and exclude it from further participation in the Procurement Procedure. Changing the format and layout of the Price Sheet (Annex **A03**) will also invalidate the Tender.

The distribution of the maximum number of point scores to be achieved for TP is given in the table below:

Criterion	Max. points score
Price TP 1 - a complete Electrode Production Pilot Line (Slurry Mixing, Coating, Calendaring and Slitting), this includes: - 24-months warranty - Maintenance during the 24-months warranty period - (Critical) Design Review (CDR) - Documentation package - Factory Acceptance Test (FAT) - Site Acceptance Test (SAT) - Installation and commissioning On-site - Operator training - Basic maintenance training - Delivery according Incoterm 'Delivered Duty Paid' (DDP, 2020) to location TNO Helmond (further specified on PO).	300
Price TP 2 – Maintenance/Services A one-year contract for maintenance and services, commencing after the initial two-year contractual period, and subsequently renewable on an annual basis for a maximum total duration of thirteen (13) years.	100
Total TP = TP1 + TP2	400

When completing the Price Sheet, the following Minimum Requirements apply:

- 1) Prices and expenses should be stated in euros excluding VAT, and to two (2) decimal places;

- 2) Only the unit prices and fees included in the Price Sheet will be assessed and apply during the performance of the final Framework Agreement. Prices stated elsewhere in the Tender do not create any rights or obligations between TNO and the Tenderer during the performance of the final Framework Agreement;
- 3) The prices/rates listed in the Price Sheet are all-inclusive. This means that all the costs/services/obligations/etc. required for the performance of the Contract in accordance with the contract terms have been factored into the prices and rates. During the performance of the Contract, the Contractor shall not be entitled to any other and/or additional remuneration other than that in accordance with the Price Sheet;
- 4) The Price Sheet should include a price proposal on all the required items. The Tenderer shall use the Price Sheet prepared by TNO unchanged;
- 5) The Tenderer is solely responsible for stating figures and adding them correctly;
- 6) The prices quoted by the Tenderer should be based on the Procurement Documents without reservations of any kind;
- 7) Specific Minimum Requirements or additional instructions relating to the Price Sheet are included in the "additional instructions" tab and are accepted by the Tenderer reservations of any kind;
- 8) The prices and rates quoted in the Tender shall apply in the event of final award on commencement of the Contract and shall be fixed for the first 24-months of the Contract, following the date of final acceptance of the Electrode Production Pilot Line by TNO. Upon expiry of the fixed price period, a revision of the maintenance prices may only take place under the cumulative conditions mentioned in paragraph 1.5.1.

The value of the lowest TP (Total Price) is determined on the basis of the cumulative costs in the Price Sheet defined by TNO.

The Tenderer with the lowest TP, being the lowest total price calculation, will be awarded the full number of points, set by TNO at 400 points. For the remaining Tenderers, the number of points to be obtained will be determined on a pro rata basis, with points deducted from the maximum number of points to be obtained.

The price evaluation will be carried out separately for TP1 and TP2, in accordance with the maximum number of points allocated to each price component. TP1 will be awarded a maximum of 300 points and TP2 will be awarded a maximum of 100 points. The total score for the sub-award criterion Price will be the sum of the points obtained for TP1 and TP2, with a maximum of 400 points.

Total points for TP (Total Price) are calculated according to the following formula:

$$TP1 = 300 - \left\{ \frac{(I - LI)}{LI} \times 300 \right\}$$

$$TP2 = 100 - \left\{ \frac{(I - LI)}{LI} \times 100 \right\}$$

$$Total\ Price\ (TP) = TP1 + TP2$$

Where:

Number of points = number of points obtained for sub-award criterion TP

I = Tender with "TP1 or TP2"

LI = Tender with the lowest "TP1 or TP2"

If $I \geq 2 \times LI$, then zero (0) points are awarded for sub-award criterion TP(1, 2).

The total score is rounded to whole points.

6.1.2 Sub-award criterion: Quality (QY)

Section 8, the Programme of Requirements and Preferences (hereinafter "PoR"), of the Procurement Guide describes the requirements to be met by the performance of the Contract.

The PoR also contains a number of preferences with regard to the quality of the requested service/supply. These preferences are set out in the form of a questionnaire. By filling in the preferences section and answering questions, Tenderers can differentiate themselves in terms of quality.

The Tenderer is asked to provide notes for each preference/question, answering the subject-matters listed in the questionnaire.

The Tenderer shall answer the open questions clearly, unambiguously and point by point.

When elaborating an answer for each open question, the Tenderer should respect the set maximum number of A4 pages (font size at least 10 points and line spacing at least 1.5). Tenderers should bear in mind, when elaborating the preferences, that said answers become part of the Contract and must therefore be capable of fulfilment by the Tenderer.

TNO bases the assessment of the answers on the set maximum per answer. This means that Annexes or references to them should not form part of the answer in order to "get round" the set maximum number of A4 pages in this way. However, illustrations, diagrams, organisational charts and sample reports can form part of the answer. Annexes should not form part of the answer and will not be included in the assessment. If the set maximum is exceeded, the excess number of A4 pages will not be included in the assessment. Any part of the elaborated answer that exceeds the maximum will not become part of the Contract.

The elaboration of the preferences will be assessed in absolute terms. It is therefore possible that more than one Tenderer has the same score for the relevant answer to the question asked.

The answers to the questions and therefore the compliance with preferences should be structured in the manner and order as specified in Section 8 and can be submitted using the Tenderer's own A4 format, subject to the aforementioned requirements.

The distribution of the maximum number of points to be achieved for sub-sub-award criterion: Quality (QY) is shown in the table below.

Section 8 Sub-sub-award criterion: Quality	Max. points
P-8000-005 - Integration with MES systems for production data exchange will be evaluated, with additional evaluation points awarded for solutions providing broader data availability, higher data resolution, and greater control and feedback capabilities between the machine and the MES	55
P-8000-010 - Capability to connect to the site network for secure remote data access and data extraction will be evaluated, with additional evaluation points awarded for solutions that enable easy, structured, and user-friendly extraction of production data.	55
P-8000-015 - A higher overall equipment effectiveness (OEE) will be considered an advantage and will be awarded additional evaluation points. The evaluation will take into account relevant data, supporting documentation, completed previous projects, and OEE calculations based on Section 6.1.2.	27
P-8000-020 - Machines equipped with measures that minimize ambient air ingress into the machine will be considered as an advantage and may receive additional evaluation points.	82
P-8000-025 - Anode coater: Optional IR or near-IR boost module for rapid solvent evaporation or Si-binder setting.	55
P-8000-030 - Anode coater: Coater may include automatic feedback from inline density measurement to the servo controlling lip-gap adjustment.	109
P-8000-035 - Calender: Calender may include automatic feedback from inline thickness measurement (laser or beta gauge) to nip pressure and gap control.	109
P-8000-040 - Maintenance & Service Concept – Electrode production line. Tenderers are requested to provide a concise but complete Maintenance & Service Concept describing how they will ensure high system availability, stable production performance, and long-term supportability.	109
Total	600

The assessment of the answers to the questions as posed under the preferences in the PoR is carried out in the manner described in Section 3.1. As stated in Section 3.1, the average of the individual scores determines the corresponding total score. The average is determined by first determining the score per assessor (percentage * maximum score) and then averaging that score across all assessors (individual scores summed/number of assessors).

Each percentage referred to in the table equals a percentage of the maximum score per preference.

Valuation	Score	Notes to valuation
No/poor answer	0%	No answer given or answer is not good, i.e. it is not in accordance with TNO's (minimum) preference(s)
Unsatisfactory answer	20%	Answer is not complete (the preference is not fully elaborated), not sufficient, not satisfactory, i.e. it is not fully in line with TNO's preference(s)
Satisfactory answer	50%	Answer is sufficient, satisfactory, adequately reflects TNO's preference(s)
Good answer	85%	Answer is good, i.e. the answer accurately reflects TNO's preference(s)
Very good answer	100%	Answer is outstanding, i.e. the answer exceeds TNO's preference(es)

The following questions will be considered when assessing compliance with the preferences:

- Is the answer specific, realistic, achievable, effective, complete and consistent?
- To what extent does the answer reflect TNO's situation and the Programme of Requirements and Preferences? Does the Tenderer address the requested elements, subject-matters and aspects as stated in the relevant preference/question and the Programme of Requirements and Preferences?

The assessment will be based on the overall impression given by the answer given. The preference does not involve separate assessment aspects or criteria.

6.2 Award of Contract

6.2.1 Notification of the Award Decision

All Tenderers will receive from TNO, expectedly on the date referred to in the schedule under Section 2.1, the notification of the final result of the assessment of the Tenders and the intended Award Decision.

In this notification of the Award Decision, TNO will indicate the Tenderer to which it intends to award the Contract, as well as, for unsuccessful Tenderers, reasons for their rejection.

6.2.2 Challenge

If a Tenderer disagrees with the Intention to Award as notified by TNO, it will be given the opportunity to challenge the Intention to Award within twenty (20) calendar days after the date of publication of the Intention to Award in the manner described in Section 2.4 of the Procurement Guide.

6.2.3 Final award

Once the standstill period has expired without summary proceedings having been instituted or, if summary proceedings have been instituted in a timely manner, the judgment in first instance does not oppose final award, TNO will contact the successful Tenderer as soon as possible to proceed with the award, except where a situation exists in which summary proceedings have been instituted in a timely manner. No final award will be made until the Contract has been validly signed by both Parties. If this is not the case, there is no question of TNO being bound in any way.

Kick-off meeting

TNO may intend to hold a kick-off meeting before the final contract is awarded. The Kick-off meeting objective is to cross-check and clarify (if any need) the Supplier proposed design including the complete set of compliance against customer applicable documentation at the issue that is relevant for the contract/kick off.

Digital Signature of Contract

To this end, TNO signs its Contracts using a so-called advanced digital signature tool, known as ValidSign. On receipt of the provisional award, the Tenderer is requested to provide the e-mail address and personal mobile phone number of the organisation's authorised signatory. The telephone number is needed to make the Contract legally binding (using SMS authentication).

On receipt of the final award, the Tenderer receives an e-mail containing a link to the documents to be digitally signed and clicks on "sign the documents" and is automatically redirected to ValidSign where the signature fields are visible. To sign, the Tenderer clicks "click to sign" and then "confirm". Once the documents have been digitally signed by the Tenderer and TNO, the Tenderer can download the digitally signed documents within a timeframe of thirty (30) days.

Progress meetings

After the Contract award, the Tenderer is required to participate in regular progress meetings. These meetings shall be held on a weekly or biweekly basis. The purpose of these progress meetings is to ensure effective communication, monitor the progress of the Contract, address any issues or concerns, and deadlines are being met. Each progress meeting shall include, but is not limited to, the following agenda items:

- Review of the current status
- Discussion of completed and upcoming tasks
- Identification and resolution of any issues or risks
- Review of timelines and milestones
- Any other relevant topics as agreed upon by both parties

The Tenderer must ensure that key personnel, including the project manager and relevant team members, attend these meetings. TNO will also designate representatives to attend the meetings.

7 Assessment of supporting and other documents from intended beneficiary

7.1 Requesting supporting and other documents from intended beneficiary

The Tenderer to which TNO intends to award the Contract must submit the supporting documents for the ESPD and any other documents and/or data within seven (7) calendar days after the date of TNO's request.

The following supporting documents must be supplied to TNO by the Tenderer to which TNO intends to award the Contract within seven (7) calendar days after the date of the request:

- Certificate of Conduct for Procurement (not more than two years old as at the date for submission of the Tender): The Tenderer, where applicable: all individual Combination members; all individual Third Parties;
- Declaration of Payment Behaviour from the Dutch Tax and Customs Administration (not more than six months old as at the date for submission of the Tender): The Tenderer, where applicable: all individual Combination members; all individual Third Parties;
- Extract from trade register (not more than six months old as at the date for submission of the Tender): The Tenderer, where applicable: all individual Combination members; all individual Third Parties;
- ISO 9001 Certification or similar measures;
- ISO 14001 Certification or similar measures;
- Insurance policy or Declaration of Readiness as to insurance (Annex B03);
- If applicable: Declaration as to Reliance on Financial and Economic Standing of Third Party or Parties (Annex B01);
- If applicable: Declaration as to Reliance on Technical and Professional Competence of Third Party or Parties (Annex B02).

Certificate of Conduct

The Certificate of Conduct (GVA; Dutch: Gedragsverklaring Aanbesteden) is a statement from the Minister of Security and Justice. The GVA indicates that an investigation into the natural or legal person concerned has not resulted in any objections in connection with the application and tendering for public contracts, special sector contracts, concession agreements for public works and/or services or competitions. After a provisional award, the provisionally awarded tenderer(s) must submit a valid GVA as proof that the grounds for exclusion do not apply to them.

TNO will request the intended beneficiary to submit the supporting documents. TNO will assess the following aspects of these documents:

- ascertain whether supporting documents submitted by Tenderer are submitted in a timely manner
- assess whether all the supporting documents requested by TNO have been submitted and whether the supporting documents received are complete. The absence of all or part(s) of supporting documents and/or other data will result in exclusion if there is no rectifiable omission. Depending on the nature of any deficiency, TNO will assess whether, as a result of that deficiency in the supporting documents, the Tender is invalid after all and will be disregarded, or whether the deficiency is amenable to rectification. The offer of rectification is a discretionary power of TNO and not a (legally enforceable) obligation.
- assess whether the Tenderer demonstrates through the supporting documents submitted that it complies with what it has declared through its Tender.

If the supporting documents are not, not completely and/or not timely received, or if the supporting documents show that the information in the Tender is incorrect, the Tenderer will be excluded after all/the Tender will be disregarded after all. If this is the Tenderer with the lowest price, the score for the sub-award criterion on price (TP) will be recalculated, after which a new ranking will be determined. If this was not the Tenderer with the lowest price, the ranking order will be maintained and the Contract will be provisionally awarded to the Tenderers ranked in order of succession.

TNO is also entitled to verify the Tender from the Tenderer to which it intends to award the Contract. If this verification shows that the Tender contains inaccuracies or cannot be fulfilled, the Tender will be disregarded after all. If this is the Tenderer with the lowest price, the score for the sub-award criterion on price (TP) will be recalculated, after which a new ranking will be determined. If this was not the Tenderer with the lowest price, the ranking order will be maintained and the Contract will be provisionally awarded to the Tenderers ranked in order of succession.

7.2 Contract subject to condition precedent

If the Tenderer is unable to provide a copy of the policy, nor a satisfactory statement from the insurance company, within the timeframe referred to in the previous section, but has signed the Declaration of Readiness in accordance with Annex B03 then TNO will notify the Tenderer after a positive outcome of the assessment of the other (supporting) documents and after the standstill period has expired without summary proceedings having been instituted or – where summary proceedings have been instituted within the standstill period – the relevant judgement shows that the Award Decision can be upheld, that TNO will enter into the Contract with the Tenderer subject to a condition precedent. This condition precedent implies that the Contract will only actually be entered into if, after a timeframe of seven (7) calendar days (see Section 7.1), the Tenderer provides TNO with a copy of the required insurance policy or a satisfactory statement from the insurance company showing that the Tenderer is insured as required in the Procurement Documents. The Contract will not be entered into until after receipt of either document.

If the Tenderer is unable to provide the required insurance policy or a satisfactory statement from the insurance company within the set timeframe, the Contract will not come to fruition and TNO will retain the right to award the Contract to the Tenderer which would be ranked in first place after the number one which was eliminated in accordance with the assessment system.

8 Programme of Requirements and Preferences

TNO assesses the Tenders against the Programme of Requirements and Preferences. The Programme of Requirements and Preferences includes Minimum Requirements, Performance Requirements and Preferences. The Minimum Requirements must be met on penalty of invalidity at the time of submission of the Tender, the Performance Requirements only at the time of performance of the Contract and the Preferences must be worked out by Tenderers as part of the award of the Contract.

TNO has the right, but not the (legally enforceable) duty, to ask for clarification as regards meeting the Minimum Requirements and how the Tenderer expects to meet the Minimum Requirements.

As stated in Section 6.1.2 of this Procurement Guide, in addition to the Minimum Requirements and performance requirements, this PoR also contains a number of preferences as regards the quality of the **service/supply**. The preferences must be answered/elaborated upon by the Tenderer in the Tender in response to the qualitative sub-award criteria.

Any changes to the PoR that may occur during the performance of the Contract will be implemented in accordance with the conditions of the Contract. In this regard, TNO will ensure that no material amendment will be made to the Contract.

The objective and scope of the Contract (including this PoR) as well as a description of the current conditions have been described in Section 1.

This Programme of Requirements and Preferences (see Annex A04) is laid out in the following sections:

- 8.1 - General
- 8.2 - Slurry mixing
- 8.3 - Coater
- 8.4 - Calender
- 8.5 - Slitter

8.1 Subject-matter 'General'

Programme of Requirements

Requirement ID	Description
R-1000-005	All Equipment shall be suitable for the full anode electrode production chain (slurry → coating → calendaring → slitting), plus cathode slitting, and shall be designed for batch operation in a dry room.
R-1000-010	All Machines shall operate reliably at a nominal capability of 10 m/min or higher, except for the Anode Coater, which shall operate reliably at a nominal capability of 5 m/min or higher. Specified process speed capabilities (e.g. ≥10 m/min, Anode Coater: ≥5 m/min) shall be understood as Machine capability limits; normal pilot-line operation may be conducted at reduced speeds depending on recipe, DOE, or material constraints.
R-1000-015	Each Machine, excluding the Anode Slurry Mixing System and the dryer zone of the Anode Coater, shall be designed as a fully enclosed micro-environment unit capable of maintaining an internal dew point of -40 °C and cleanliness in accordance with ISO 14644-1 Class 7. The dry air supply shall be provided from the facility via a dedicated dry-air inlet interface. The Machine shall include designated provisions for installation of a dew point sensor and a particle counter to enable continuous environmental monitoring. The micro-environment shall have a maximum air permeability in accordance with leakage class L3, defined as $Q_{VL} \leq 0.003 \times \Delta p^{0.65} [m^3/s \cdot m^2]$, determined at a differential pressure of ±15 Pa, or lower. The requirement applies to the micro-environment as a whole and shall be demonstrated during SAT.
R-1000-020	All Equipment and Machines shall be CE-marked and compliant with ISO 12100 and ISO 13849. This includes the presence of safety markings, warning pictograms, and nameplates in Dutch and English.
R-1000-025	The PLC system of each Machine shall be compatible with IEC 61131-3 standards and support engineering workflows equivalent to TIA Portal-class environments.
R-1000-030	All Machines shall support OPC-UA communication and be MES-ready, and shall additionally be equipped with local data storage capable of recording process parameters, quality results, and control-system data for a minimum of one week of continuous operation, independent of external network availability.
R-1000-035	HMIs shall be available in English and Dutch.
R-1000-040	All Machines shall achieve ≥80 % availability under normal pilot-line load (≤6 Machine errors and ≤12 min technical downtime per hour).

Requirement ID	Description
R-1000-045	Electrode manufacturing yield target: $\geq 92\%$ under agreed production conditions and qualified recipe (startup loss excluded).
R-1000-050	All Equipment and Machines shall include safety-interlocked guards, emergency stops, and fully documented LOTO procedures.
R-1000-055	Noise levels during operation shall not exceed 70 dB(A).
R-1000-060	Utilities shall follow a harmonized specification: 400 V AC $\pm 10\%$ (50 Hz), compressed air 6 bar clean/dry, vacuum, and chilled water as required by the process.
R-1000-065	The Equipment shall include complete FAT, Cold & Hot Commissioning, SAT, IQ, OQ, and PQ documentation. Six months of support with pilot production shall be included.
R-1000-070	Each Machine shall support ergonomic access for operator tasks, tool change, cleaning, and maintenance within pilot-line constraints.
R-1000-075	All Equipment and Machines shall generate complete batch and process data traceability, including timestamps, setpoints, measured values, and alarms.
R-1000-080	All Machine surfaces in contact with slurry, foil, or vapors shall be chemically compatible with water-based binders and graphite/Si powders.
R-1000-085	All Equipment and Machines shall support safe operation with graphite, Si powders, and electrode dust, including integrated extraction sized for the process.
R-1000-090	The Equipment shall operate in batch mode for one shift per day and five days per week.
R-1000-095	The Supplier shall provide full electrical, pneumatic, and mechanical schematics.
R-1000-100	The Supplier shall provide maintenance manuals, including a preventive maintenance plan, spare-parts lists, cycle limits for spare parts, individual usage counters for all notching-, punching-, cutting-, and sealing-related tooling, including dies, punches, knives, molds, horns, anvils, sealing tools, and any other parts whose wear may cause a decline in product quality, and an alarm list.
R-1000-105	The Supplier shall deliver an operation manual and at least two days of on-site operator training.
R-1000-110	Each cable, pipe, sensor, servo, piston, or other Machine component shall have its own IP address where applicable and a corresponding label visible inside the Machine. Every alarm directly connected to a malfunctioning Machine component shall include the faulty component's IP address or identifier in the alarm text on the HMI. Safety-related Equipment shall have yellow labels in accordance with applicable CE requirements.
R-1000-115	The Supplier shall provide remote support within 1 hour via video call during 6AM–6PM (CET+1).
R-1000-120	Spare parts shall be guaranteed to remain available for at least 10 years.
R-1000-125	Tenderers shall submit technical proposals including layout, cycle-time analysis, heat-capacity, and utility-consumption summary.
R-1000-130	Tenderers shall submit a complete quotation including Equipment, shipment, installation, FAT/SAT, and training.
R-1000-135	All ATEX-related stations shall be compliant with ATEX Directive 2014/34/EU.
R-1000-140	The Supplier shall provide all listed electrode production modules, including: Anode Slurry Mixing System (with pumps and slurry wet track), Anode Coater, Anode Calender, Anode Slitter, and Cathode Slitter.
R-1000-145	All alignment processes shall meet specified accuracies (typically ± 0.3 mm or tighter, depending on the station).
R-1000-150	The Equipment shall be compatible with ISO Class 7 cleanroom operation outside the Machine micro-environment.
R-1000-155	Each Machine shall be designed and specified to be compatible with ambient dew point conditions of -20 °C during production and -5 °C during standby outside the Machine micro-environment.

Requirement ID	Description
R-1000-160	The electrode manufacturing Equipment, from Anode Slurry Mixing through Anode Slitting and Cathode Slitting, shall provide process- and tool-specific usage counters (operating hours, batch counts, processed length, and cycle counts) for all critical wear components to enable wear monitoring, preventive maintenance, and defined replacement criteria.
R-1000-165	Each Machine shall support defined and repeatable changeover procedures (recipe change, material change, and tooling change), with changeover times documented and minimized to support pilot-line operation and DOE activities.
R-1000-170	Each Machine shall include a defined cleaning concept (manual or semi-automatic) suitable for slurry-, powder-, and foil-contacting parts, with measures to prevent cross-contamination between batches and recipes.
R-1000-175	All cutting and slitting processes shall ensure controlled electrode edge quality with no loose particles or metallic debris that could damage separators or impact downstream stacking performance. Integrated debris extraction and dust management shall be provided at all cutting, calendaring, and slitting interfaces critical to electrode quality.
R-1000-180	All Equipment and Machines shall support local data storage with defined retention time and provide data export in standard formats suitable for offline analysis and backup, in addition to OPC-UA and MES connectivity.
R-1000-185	The Equipment shall be suitable for operation with water-based electrode systems and shall support material changes (e.g. graphite, Si-containing anodes) within defined cleaning and changeover procedures.
R-1000-190	Each Machine shall be designed such that all servo axes, robots, actuators, and electronic process parameters are fully accessible, configurable, adjustable, and monitorable by the customer via the Machine HMI or an externally connectable service panel, without the need for vendor intervention, software modification, or access to source code, and no critical process parameters shall be hard-coded, locked, or otherwise inaccessible to the user.
R-1000-195	Each Machine shall operate fully independently and shall not require any connection to vendor-owned or external servers for operation, data processing, judgment, production data handling, MES support, or local information flow; any solution requiring external server connectivity for these purposes shall be considered non-compliant and the offer shall be rejected.
R-1000-200	Each Machine shall be fully enclosed to minimize particle release and sustain the micro-environment.
R-1000-205	All internal materials and mechanical components within the micro-environment shall be non-particle-generating, cleanroom-compatible, and suitable for operation under very low humidity conditions (–50 °C dew point).
R-1000-210	Each Machine shall be designed to ensure ergonomic, safe, and convenient access for maintenance activities, including routine servicing, part replacement, and mechanical adjustments.
R-1000-215	Software updates shall be provided free of charge for the entire lifetime of each Machine, and the Supplier shall implement software and HMI improvements upon customer request during FAT, commissioning, SAT, and throughout the warranty period.
R-1000-220	Each Machine shall support adjustable speed control, with the speed setpoint defined as a percentage of nominal speed via the HMI.
R-1000-225	SAT timeline shall not exceed 2027.
R-1000-230	All technical documentation related to the machine shall be provided in English. In addition, in accordance with Directive 2006/42/EC and applicable national implementation in the Netherlands, the Operating Instructions (User Manual), Safety Instructions, Maintenance Instructions intended for the end user, Emergency Procedures, all safety-related labels and warnings, as well as all Human-Machine Interface (HMI) user-visible texts and alarm messages, shall also be provided in Dutch. Service documentation intended exclusively for qualified service personnel may be provided in English only. All documentation shall be delivered in both editable digital format and non-editable PDF format unless otherwise agreed.

Requirement ID	Description
R-1000-235	Tenderers shall provide a comprehensive list of standard and optional modules for each Machine, clearly distinguishing between included scope and configurable extensions. Each optional module shall be separately itemized and quoted, including detailed technical description, performance impact, and integration requirements. The proposed Equipment architecture shall be modular and expandable within the specified electrode format range without fundamental redesign, and shall allow future upgrades through tooling, software, or module additions. The overall design shall additionally support potential extension toward new battery technologies and process adaptations, ensuring compatibility with foreseeable developments in cell chemistry, material systems, and process configurations without requiring replacement of core Equipment.
R-1000-240	All Machines shall fit in a 3.0 m high room.
R-1000-245	If a vision system is present in the Machine, the software interface with picture monitoring and judgment shall be accessible from the computer present in the Machine. Each check shall have its own screen for convenient monitoring.
R-1000-250	The Machine shall be equipped with a robust safety-door system with electromagnetic interlocks, where the door panels shall ensure mechanical rigidity and operator safety while providing the maximum possible viewing area for process observation where the process environment allows it. Glass shall be cleanable with IPA without chemical damage.
R-1000-255	If vision systems or any other measurement systems are used for dimensional or angular measurements, all evaluated numerical values (e.g. angle, distance) shall be displayed on the Machine HMI, including a rolling table showing at least the last 10 measured results.
R-1000-260	The Machine maker shall provide a list of approved cleaning chemicals and agents that can be safely used on all Machine components without causing damage or corrosion.
R-1000-265	All web-handling Machines shall be equipped with a web splicing board including manual cutting and taping capability, foil clamping by nip bar, pneumatic nip bar up/down function, and a splicing table with suitable groove geometry to support foil cutting.
R-1000-270	(Critical design review (CDR)) After acceptance of the order, the Tenderer will prepare a (Critical) Design Review (CDR) in the form of detailed design documentation and will organize a presentation and review session with TNO. The objective of the CDR is to confirm that the equipment and all deliverables satisfies the requirements whereby 75 percent to 90 percent of (manufacturing quality) product drawings, software design specification(s), and associated instructions should be complete, and that 100 percent of all safety-critical components drawings are complete. It establishes the compatibility of external and internal interfaces and the compliance of the design with contractual requirements (predicted and/or measured) based on the product baseline documents of the Tenderer. The successful completion of the CDR permits the Contractor to start the manufacturing of the equipment. The CDR shall contain the following details: - Physical dimensions of the system and system components (including mechanical drawings, electrical and pneumatic schematics and P&ID). - External and internal interface location and exact location of hook-up points. - Showing the design meets the functional and performance requirements (including detailed tact time calculations). - Traceability and machine monitoring capacity with saving capabilities. - Certifications and safety compliance (CE, ATEX if required). - Operation Manual, Maintenance Manual (including spare parts list, consumables, preventive maintenance, alarm list), Safety Instruction, IQ, OQ, PQ, FAT, SAT checklist - List of required utilities for operating the equipment including (water, electricity, - special gasses, exhaust, vacuum, Clean Dry Air (CDA), etc) and heat capacity. - The acceptance of the CDR shall be achieved using a written document, to be - signed by both parties.

Requirement ID	Description
	If the CDR fails to meet the requirements, the Contractor or TNO shall set out such failure in a written statement, to be signed by both parties. The Contractor shall then provide TNO with a corrective action plan within fourteen (14) calendar days from the date of signing. The Contractor shall remedy these deficiencies at no additional cost within the timeframe set out in the corrective action plan, but not exceeding 1 month.
R-1000-275	Factory Acceptance Test Factory Acceptance Test (FAT) is a process that evaluates the equipment during and after the assembly process by verifying that it is built and operating in accordance with design specifications. The equipment will undergo testing at the Tenderer's location, with one or two TNO representatives potentially present, prior to shipment approval to TNO. The FAT shall include, at a minimum, the testing of basic functions and the requirements outlined in the program of requirements that are indicated with FAT in the third column. The specifics of the FAT will be determined collaboratively between TNO and the selected Tenderer. TNO requires that the selected Tenderer first submit a proposal to TNO, based on TNO's requirements and the Tenderer's accepted preferences. Acceptance for shipment will only be granted when all data corresponds to the specifications, and all Acceptance Parts are manufactured in compliance. A report of the FAT shall be submitted to TNO prior shipment. If the FAT fails to meet the requirements, the Contractor or TNO shall set out such failure in a written statement, to be signed by both parties. The Contractor shall then provide TNO with a corrective action plan within fourteen (14) calendar days from the date of signing. The Contractor shall remedy these deficiencies at no additional cost within the timeframe set out in the corrective action plan, but not exceeding 1 months unless otherwise agreed by TNO.
R-1000-280	Commissioning Commissioning is a process in which a machine is tested/machines are tested and accepted at the customer's site by Tenderer. TNO reserves right to itself to doublecheck any point. The purpose of the SAT is to ensure that the machine or system has been properly installed and configured and is ready for operation. The SAT contains the following checkpoints: • The equipment will be checked for damages and installation quality; • The proper functioning of the equipment and additional points from checklists created during Critical Design Review (CDR) phase will be checked, • The presence and quality of the documentation will be checked.

Requirement ID	Description
R-1000-285	Site Acceptance Test Site Acceptance Test (SAT) is a process in which a machine is tested/machines are tested and accepted at the customer's site. The purpose of the SAT is to ensure that the machine or system is ready for SOP. The SAT contains the following checkpoints: • Run and rate, • Tact time, • OEE, • Quality of the product, • SAT checklist agreed during Critical Design Review (CDR), • All requirements that have a "SAT" indication in the program of requirements • 4th column shall be checked; • The presence and quality of the documentation will be checked. A comprehensive user acceptance test on-site shall be conducted by the Tenderer in collaboration with TNO. TNO requires that the selected Tenderer first submit a proposal to TNO, based on TNO's requirements and the Tenderer's accepted preferences. Upon successful completion of the on-site user acceptance test, the equipment shall be at TNO's unrestricted disposal for at least one month, with application support from the Tenderer to set up and verify the most critical processes. If the equipment operates according to TNO's functional and technical specifications, without any faults or malfunctions during this period, the test period will be deemed successfully concluded by TNO. Should the equipment fail to meet these specifications, any faults or malfunctions will be addressed, and another one-month test period shall be conducted and approved by TNO, up to a maximum of three one-month test periods. The specifics of the site acceptance test shall be mutually agreed upon by the user and the Tenderer during Critical Design Review (CDR). TNO will submit a draft test protocol for the Site Acceptance Test (SAT). If the deliverables do not meet the user Acceptance Criteria for the SAT, the Tenderer shall document these failures in a written statement, to be signed by both parties. The Tenderer shall then provide TNO with a corrective action plan for these failures within fourteen (14) calendar days from the date of signing the statement. The Tenderer shall rectify these deficiencies at no additional cost within the timeframe outlined in the corrective action plan, not exceeding one month. A new acceptance test will then be conducted.

Requirement ID	Description
R-1000-290	Terms and conditions of payment • 20% at order, after receipt of a bank guarantee covering 40% of the total amount; • 20% after approval by TNO of the Factory Acceptance Test (FAT), in the presence of a TNO employee. • 40% delivery at location TNO Helmond and after a visual inspection showing no visual damages caused by shipment. At this moment TNO will return the bank guarantee. • 20% after installation and commissioning On-site and Site Acceptance Test (SAT) including test periods, approved by TNO, Management Holst Centre/ Thin Film Electronics. A more favourable payment schedule for TNO (payments later in time) may be offered as an alternative to this one. The Tenderer to whom the Contract will be awarded must provide a bank guarantee to TNO, covering at least 40% of the total price. The Bank guarantee and the bank who issues the Bank guarantee have to be approved by TNO (minimal A rating). TNO must have the right to draw the bank guarantee in any and all cases where Tenderer falls short in fulfilling its obligations under the Contract. The validity of the bank guarantee may not expire until approval of the SAT by TNO Management and Procurement. Alternatively to a bank guarantee, TNO also accepts a Parent Company Guarantee, in which the parent company agrees to the repayment of the progress payment in the event that tenderer, or wholly owned subsidiary, defaults on the supply of the pouch cell assembly turn-key solution, which is the subject of this order.
R-1000-295	Mill Test Certificate Upon Delivery of the Goods, the Supplier shall provide TNO with a valid Mill Test Certificate (MTC), or an equivalent certificate of origin, evidencing the country of origin of all steel and iron inputs incorporated in the Goods. Such documentation shall meet all requirements as set out in the Agreement and as necessary for TNO to comply with applicable EU sanctions legislation, including but not limited to restrictive measures concerning iron and steel products of Russian origin. <u>Note:</u> Should the Supplier fail to provide the required MTC upon Delivery, or should the Supplier refuse or be unable to provide such documentation within a reasonable timeframe specified by TNO, TNO shall be unable to verify sanctions compliance. In such case, the Supplier shall be deemed to be in material breach of the Agreement. In the event of non-compliance as described above, TNO shall be entitled to: - Terminate the Agreement with immediate effect, without any obligation to compensate the Supplier; and - Recover from the Supplier all damages, losses, delays, penalties, and additional costs, including administrative or substitution costs, arising from the Supplier's failure to provide evidence required for compliance with the EU sanctions regime. The Supplier's obligations under this clause operate in addition to its general obligations under the Agreement and the applicable TNO Purchasing Conditions. These obligations do not limit any other rights or remedies TNO may have, including the right to reject Goods under the Quality Assurance and Test, Delivery & Acceptance, and Warranty provisions of the PC Goods 2025.
R-1000-300	Incoterms® 2020 The Contract will be executed through a purchase order, incorporating the Purchasing Conditions for Goods TNO 2025 and Incoterms® 2020 Delivered Duty Paid (DDP), taking into account paragraph 2.2.18 of the Procurement Guide.

Requirement ID	Description
R-1000-305	Supplier Code of Conduct The Tenderer declares compliance with paragraph 2.2.19 of the procurement guidelines and confirms that it will act in accordance with the TNO Supplier Code of Conduct throughout the entire agreement. Upon request, the Tenderer will provide at least one of the following documents: - Integrity and compliance policy - Anti-corruption policy - Labour and human rights policy - Sustainability or CSR policy - Health and safety policy - Privacy and data protection policy - Supplier and supply chain management policy - Whistleblower policy - Relevant certifications (e.g. ISO 9001, ISO 27001, ISO 14001, SA8000, or equivalent) If the Tenderer uses its own Code of Conduct, it must demonstrate, upon request, that it is at least equivalent to the TNO Supplier Code of Conduct.

Programme of Preferences

Preferences ID	Description
P-8000-005 Max. 55 points	Integration with MES systems for production data exchange will be evaluated, with additional evaluation points awarded for solutions providing broader data availability, higher data resolution, and greater control and feedback capabilities between the machine and the MES.
	The complete answer for Preference P-8000-005 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually. This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).

Preferences ID	Description
P-8000-010 Max. 55 points	Capability to connect to the site network for secure remote data access and data extraction will be evaluated, with additional evaluation points awarded for solutions that enable easy, structured, and user-friendly extraction of production data.
	The complete answer for Preference P-8000-010 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually.

	This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).
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Preferences ID	Description
P-8000-015 Max. 27 points	A higher overall equipment effectiveness (OEE) will be considered an advantage and will be awarded additional evaluation points. The evaluation will take into account relevant data, supporting documentation, completed previous projects, and OEE calculations based on Section 6.1.2.
	The complete answer for Preference P-8000-015 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually. This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).

Preferences ID	Description
P-8000-020 Max. 82 points	Machines equipped with measures that minimize ambient air ingress into the machine will be considered as an advantage and may receive additional evaluation points.
	The complete answer for Preference P-8000-015 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually. This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).

Preferences ID	Description
P-8000-025 Max. 55 points	Anode coater: Optional IR or near-IR boost module for rapid solvent evaporation or Si-binder setting.
	The complete answer for Preference P-8000-015 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually.

	This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).
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Preferences ID	Description
P-8000-030 Max. 109 points	Anode coater: Coater may include automatic feedback from inline density measurement to the servo controlling lip-gap adjustment.
	The complete answer for Preference P-8000-015 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually. This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).

Preferences ID	Description
P-8000-035 Max. 109 points	Calender: Calender may include automatic feedback from inline thickness measurement (laser or beta gauge) to nip pressure and gap control.
	The complete answer for Preference P-8000-015 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually. This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).

Preferences ID	Description
P-8000-040 Max. 109 points	Maintenance & Service Concept – Electrode production line Tenderers are requested to provide a concise but complete Maintenance & Service Concept describing how they will ensure high system availability, stable production performance, and long-term supportability. The assessment will focus on the following key areas: - Service organization and ownership; - Response and recovery approach; - Pilot-line / R&D support capability; - Long-term supportability; - Commitment quality and completeness; - Degree to which the tender provides specific, project-relevant, and exhaustive commitments instead of generic after-sales statements. Incomplete or non-specific responses may be considered non-compliant. Tenderer should submit a specific, realistic, feasible, and coherent concept that aligns with the Programme of Requirements and TNO's operational context. The answer will be evaluated in accordance with paragraph 6.1.2 of the Tender Guideline.

	The complete answer for Preference P-8000-015 must not exceed a maximum of 4 A4 pages. If the answer is longer than 4 pages, the excess pages will not be included in the assessment.
Assessment criteria:	The assessment of this sub-sub-criterion involves considering the extent to which the response is specific, realistic, achievable, effective, complete and consistent. To what extent does the answer align with TNO's situation, the stated preference/question and the PoR. The assessment will be based on the overall impression created by the answers given. The aspects "specific, realistic, achievable, effective, complete and consistent" are not sub-sub-award criteria that are assessed individually. This sub-sub-criterion is rated in absolute terms in accordance with the table as included in Section 6.1.2 with a score between 0% (no/poor answer) and 100% (very good answer).

8.2 Subject-matter 'Slurry Mixing'

Requirement ID	Description
R-1100-005	The Anode Slurry Mixer shall have a 45-50 L net working volume, supporting minimal batch size of 15 L.
R-1100-010	Equipment shall handle both anode slurry systems, including graphite, graphite-Si, high-Si.
R-1100-015	The Anode Slurry Mixing System shall include: PD Mixer with counter-clockwise rotation capability and optional Vacuum Degassing, Transfer/Storage Tank with vacuum degassing, Slurry Transfer System based on EODD Pump or vacuum, chiller with heating option, and vacuum pump.
R-1100-020	Viscosity handling range shall cover 50–10 000 mPa·s (recipe dependent). Viscometer shall be installed as in-line downstream to the mesh filter. The viscosimeter shall have reproducibility 0.1% or better, build it fluid temperature measurement, analog current output and digital Profinet output.
R-1100-025	The mixing system shall combine low-shear and high-shear capability (e.g., anchor + high-shear head or planetary design) with controlled speed (5–2000 rpm).
R-1100-030	Integrated vacuum degassing shall achieve ≤ -80 kPa and support ≥ 60 min continuous degassing.
R-1100-035	Temperature-controlled mixing chamber (20–60 °C) with stability ± 1 °C and uniformity across the batch.
R-1100-040	The Slurry Transfer System shall be equipped with a compatible magnetic filter and a mesh filter with housing enabling fast replacement during operation; provision for flow measurement shall also be included, if required, to monitor transfer.
R-1100-045	All wetted parts shall be compatible with Si-rich systems and conductive carbon additives, with at least SS304 plus suitable surface treatment.
R-1100-050	Internal tank surfaces shall be at least stainless steel SS304 with Teflon coating preventing contamination and binder adhesion.
R-1100-055	The Anode Slurry Mixer shall include wall scrapers/wipers ensuring full coverage and minimizing dead zones.
R-1100-060	Equipment shall support fast cleaning and changeover between chemistries, with a target changeover time of ≤ 60 min, including the possibility to apply a flushing procedure on mixers by adding fresh water and using high-speed rotation for initial material removal and reverse rotation.
R-1100-065	The installation shall include an inline filter that can be cleaned or replaced without full teardown.
R-1100-070	Equipment shall include integrated sensors: torque, rpm, temperature and vacuum.
R-1100-075	Sampling port shall allow reproducible sampling without interrupting vacuum integrity.
R-1100-080	Slurry transfer and internal flow paths shall minimize dead volume and prevent stagnation.
R-1100-085	Equipment shall include Si-specific mode: controlled shear ramps, torque limits, and binder-protection settings.

Requirement ID	Description
R-1100-090	Transfer tank shall have its own mixing (anchor, 5-50 rpm). The transfer tank shall be equipped with a vacuum connection and shall meet the same vacuum performance parameters as the main mixer; otherwise, storage of Si-containing material will not be possible. Transfer tank shall have the same working volume as a mixer.
R-1100-095	All process parameters (rpm, torque, temp, vacuum, batch ID) shall be logged via OPC-UA.
R-1100-100	Equipment footprint shall fit within 4.0 m × 3.0 m available mixing area (height below 3.0 m including lid opening).
R-1100-105	The slurry transfer system shall provide operating hour counters for each slurry pump, including feed, circulation, and return pumps if present.
R-1100-110	The system shall include both mass measurement and volume control functionalities, with a minimum mass measurement accuracy of 0.01 kg and a minimum volume measurement accuracy of 0.01 L, suitable for process control and recipe execution.
R-1100-115	The filtration system shall be designed for easy and fast disassembly for cleaning and maintenance purposes.
R-1100-120	The HMI shall provide the capability to store, use, program, edit, and download mixing procedure templates, with capacity for a minimum of 100 recipes.
R-1100-125	The Anode Slurry Mixer shall be capable of operating in kneading mode.

8.3 Subject-matter 'Coater'

Requirement ID	Description
R-1200-005	The Anode Coater, including all peripheral and service components, shall be designed to fit within a room footprint of 12 × 3.5 m while maintaining ergonomic, safe, and unobstructed access for operators. The layout shall ensure comfortable working distances, clearly defined walkways, and sufficient clearance for operation, maintenance, and material handling, avoiding overcrowding and unsafe working conditions.
R-1200-010	The Anode Coater shall operate at a nominal web speed of 5 m/min, with full recipe-controlled adjustment for R&D operation from low-speed to high-speed modes.
R-1200-015	Supported coating width shall be a nominal 160 mm, adjustable to approx. 100–200 mm depending on recipe.
R-1200-020	The primary coating method shall be slot-die, with an optional comma or micro-gravure head for challenging or experimental chemistries.
R-1200-025	The supported slurry viscosity range shall be approx. 50–10,000 mPa·s, including graphite–Si and high-Si anode slurries.
R-1200-030	The wet thickness capability shall be 50 - 300 µm, recipe programmable. The dry thickness capability shall be 40-200 µm, with electrode thickness uniformity <±3µm).
R-1200-035	The slot-die lip gap adjustment shall be servo-driven, with position control via the machine control system and recipe-based setpoint repeatability.
R-1200-040	Coating bead stability shall be maintained through automatic slot-die positioning, closed-loop web-tension control, and automatic web guiding.
R-1200-045	The Anode Coater shall include a compact multi-zone dryer with ≥4 zones, sized to fit room limits.
R-1200-050	The oven temperature range shall be 40–130 °C, with a uniformity of ±2 °C across each zone, supported by Real Time PID Temperature Control.
R-1200-055	The Anode Coater shall ensure ergonomic roll loading and unloading for a small pilot-line team of 2 people. The Anode Coater shall be compatible with a dedicated trolley system at both the infeed and outfeed sides to ensure safe and ergonomic handling of foil rolls and shafts, eliminating the need for manual lifting by operators.
R-1200-060	The drying oven shall include at least three temperature sensing points across the web width in each drying zone (left, center, right), in addition to heater box and supply air temperature measurement.

Requirement ID	Description
R-1200-065	The Anode Coater, including the coating die and drying oven, shall provide process- and tool-specific usage counters (operating hours, processed web length, and heating cycles) for all critical wear components to enable wear monitoring, preventive maintenance, and defined replacement criteria.
R-1200-070	Web handling shall include closed-loop tension control with ± 2 % stability from unwinder to rewinder.
R-1200-075	The machine shall include an ultrasonic edge position control (EPC) system capable of maintaining electrode alignment within ± 0.2 mm under nominal production speed, with 0.2 mm defined as the minimum performance requirement.
R-1200-080	Anti-curl and stabilizer rollers shall prevent flutter and wrinkling within oven and coating gap.
R-1200-085	The coating head shall allow quick exchange (target ≤ 120 min), with full cleaning access.
R-1200-090	The slurry feed system shall be closed-loop, low-pulsation and with minimal dead volume. The system shall include a closed-loop circulation line through the filtration unit, which can be operated while the coater is not running, in order to prevent material stagnation in the piping system.
R-1200-095	The system shall include a coating thickness measurement system with at least the following minimum specifications: measuring range of 1–1,000 g/m ² , head gap of 40 mm, scan speed of 100 mm/s or higher and adjustable, accuracy of $\pm 1\%$ on average or better, response time of 5 ms, and spot size of 30 mm.
R-1200-100	The system shall provide two operating modes: a maintenance mode, available with or without dimensional control, and a fully programmable production mode based on configurable recipe templates.
R-1200-105	All process parameters (web speed, tension, pump rate, oven temps, bead stability) shall be logged via OPC-UA.
R-1200-110	The slot die-to-coating roll gap adjustment shall be servo-driven, with position control via the machine control system and recipe-based setpoint repeatability.
R-1200-115	The Anode Coater shall handle Cu foil (4.5–12 μm) and Al foil (8–20 μm) with single- or double-sided coatings (40–200 μm per side, recipe dependent).
R-1200-120	The machine shall be capable of handling reels with a maximum outer diameter of 420 mm and a maximum reel weight of at least 80 kg on infeed and outfeed.
R-1200-125	The Anode Coater shall be equipped with static eliminators positioned upstream of the coating section to minimize electrostatic charge and particle attraction on the substrate.
R-1200-130	The Anode Coater shall be equipped with static eliminators positioned upstream of the coating section to minimize electrostatic charge and particle attraction on the substrate, and shall include a surface treatment module, such as plasma or wetting treatment, to improve coating quality, especially for water-thinned anode applications.
R-1200-135	Each coating head shall be delivered with dimensional certification based on laser measurement.
R-1200-140	The Anode Coater shall be equipped with an external air inlet connection for conditioned external air supply. The inlet shall include sensors for temperature, relative humidity, and air flow rate. Sensor accuracy shall be at least ± 0.5 °C for temperature, $\pm 2\%$ RH or better for relative humidity, with $\pm 1\%$ RH preferred where available, and $\pm 3\%$ of reading for air flow rate. Values shall be displayed on the HMI and recorded in the process data log.
R-1200-145	The drying system shall include adjustable upper/lower airflow balancing and airflow distribution.
R-1200-150	Each dryer zone temperature shall be adjustable separately.

8.4 Subject-matter ‘Calendar’

Requirement ID	Description
R-1300-005	The Anode Calendar shall be designed for densification and surface smoothing of coated anode electrodes, and shall be positioned between the coater and the slit.
R-1300-010	The Anode Calendar shall handle Cu (4.5–12 μm) foils with double-sided coatings (20–200 μm per side, recipe dependent).

Requirement ID	Description
R-1300-015	The post-calendered electrode thickness range shall be approx. 40–200 µm total, as defined per recipe.
R-1300-020	The Anode calender shall support continuous web operation at ≥10 m/min, with recipe-controlled speed adjustment.
R-1300-025	The thickness tolerance after calendering shall be ±2 µm across the web width.
R-1300-030	The Anode calender reel/spool mounting system shall use a fixed mandrel with a mechanical expanding jaw locking method to ensure secure and concentric core fixation during operation.
R-1300-035	Roll pressure shall be servo-controlled with stability of ≤±1 % around the setpoint.
R-1300-040	Roll parallelism shall be ≤1 µm deviation across the effective nip length.
R-1300-045	The pressing roll surface finish shall be ≤ 0.4, expressed in Ra or an equivalent roughness parameter, to be confirmed by the supplier. Under agreed process conditions, the calendered electrode shall achieve a surface roughness of Ra < 1.0 µm, unless a different recipe-specific target is defined and mutually agreed during process validation.
R-1300-050	The Anode calender shall include an automatic unwinder and rewinder with closed-loop tension control tuned for fragile Si-electrodes.
R-1300-055	Tension stability from infeed to outfeed shall be within ±2 %.
R-1300-060	The Machine shall include an edge position control (EPC) system capable of maintaining electrode alignment with a maximum deviation of ±0.5 mm at nominal production speed.
R-1300-065	The nip force range and resolution shall be sufficient for both soft Si electrodes and standard graphite anodes recipes (with a wide adjustable range).
R-1300-070	The recipe system shall enable the storage of complete calender profiles (not less than 100 recipes), including nip pressure, roll temperature, speed, thickness targets and limits.
R-1300-075	All web-contacting components shall be designed to prevent particle shedding and damage to coated surfaces.
R-1300-080	The Anode calender shall include fines/dust collection at the infeed and outfeed to capture loose particles.
R-1300-085	Electrostatic control (ionizers or equivalent) shall be integrated to prevent particle attraction and web sticking.
R-1300-090	Access around the nip area shall enable safe threading, inspection and cleaning without tooling removal where possible.
R-1300-095	Roll change and resurfacing shall be possible without disassembling the full frame (service-friendly design).
R-1300-100	The machine, including all peripheral and service components, shall be designed to fit within a room footprint of 6.0 × 3.5 meters, while maintaining ergonomic, safe, and unobstructed access for operators. The layout shall ensure comfortable working distances, clearly defined walkways, and sufficient clearance for operation, maintenance, and material handling, avoiding overcrowding and unsafe working conditions.
R-1300-105	All process data (thickness, nip force, roll temperature, tension, speed) shall be logged and made available via OPC-UA with batch ID.
R-1300-110	The Anode calender shall provide process- and tool-specific usage counters (operating hours, processed web length, and pressure cycle counts) for all critical wear components to enable wear monitoring, preventive maintenance, and defined replacement criteria.
R-1300-115	The Anode calender shall be capable of processing roll widths up to 220 mm.
R-1300-120	The Anode Calender shall provide a maximum linear pressure of at least 2.5 ton/cm and shall include a digital gauge for pressure setting and display. Maximum total pressure shall not be lower than 25 tons at maximum coating width.
R-1300-125	The machine shall be capable of handling reels with a maximum outer diameter of 420 mm and a maximum reel weight of at least 80 kg.
R-1300-130	The Anode Calender shall support a self-cleaning system, such as soft fabric cleaning, operating continuously during active work.

Requirement ID	Description
R-1300-135	The Anode calender hydraulic system shall maintain precise and stable roll pressure to ensure consistent electrode density and thickness uniformity during operation.
R-1300-140	The Anode calender shall be equipped with an integrated dust collection system to continuously remove process dust and debris from the roll and web area during operation.
R-1300-145	The Anode calender shall be equipped with static eliminators at the web infeed and/or outfeed as required to minimize electrostatic charge and particle attraction during roll pressing.
R-1300-150	The Anode calendar rolls shall be delivered with certification confirming measurement of cylindricity and flatness.
R-1300-155	The machine shall be equipped with an in-line thickness measurement system with a production range of 1 to 3000 μm , thickness measurement accuracy of $\pm 1 \mu\text{m}$, and repeatability better than 0.1%.
R-1300-160	The Anode Calender shall include optional rolls heating or preheating systems for active material surface.

8.5 Subject-matter 'Slitter'

Requirement ID	Description
R-1400-005	The anode slitter shall handle coated anode (Cu foil) electrodes, and cathode the slitter shall handle coated (Al foil) electrodes delivered from the calender, without causing any damage to the coating or foil.
R-1400-010	The equipment shall process input roll widths of up to 220 mm and deliver slit rolls at a nominal electrode widths of 50-200 mm ± 0.2 mm (other widths via recipe), excluding non-coated width ; other widths shall be configurable via recipe.
R-1400-015	Supported foil thickness: Cu 4.5–12 μm and Al 8–20 μm ; supported coating thickness shall be 20–200 μm total.
R-1400-020	Continuous operation at ≥ 10 m/min required, with recipe-scalable speeds for R&D purposes.
R-1400-025	The slitter shall maintain slit strip width accuracy with a maximum deviation of ± 0.1 mm for each slit strip across the full operating speed range and for all specified electrode materials.
R-1400-030	The slit edge quality shall exhibit a burr height of $\leq 15 \mu\text{m}$, edge chipping of $\leq 3 \mu\text{m}$, and no coating delamination under steady-state production conditions.
R-1400-035	Registration drift shall not exceed 0.1 mm per 100 m of processed electrode.
R-1400-040	Tension control shall maintain ± 2 % stability from unwind to rewind to avoid coating fractures.
R-1400-045	The Machine shall include an ultrasonic edge position control (EPC) system capable of maintaining electrode alignment with a maximum deviation of ± 0.2 mm at nominal production speed.
R-1400-050	The rewinder shall ensure controlled roll hardness and uniform winding quality to prevent telescoping and coating compression, and shall be equipped with an adjustable lay-on roll system.
R-1400-055	Knife system shall be servo-positioned with quick blade gap adjustment and fast recipe changeover.
R-1400-060	Tooling change time (blades/holders) shall be ≤ 60 min; recipe-only change ≤ 10 min.
R-1400-065	Electrostatic discharge control (ionizers or equivalent) shall be installed at unwind, slit zone, and rewind.
R-1400-070	All web-contacting parts shall be designed to avoid particle shedding and protect coating integrity.
R-1400-075	All relevant process parameters (tension curves, speed, blade position, roll ID, alarms) shall be logged and available via OPC-UA.
R-1400-080	Safety system shall include interlocked access doors, protected blade zones, emergency stops on both sides and safe tooling-change mode.
R-1400-085	The machine, including all peripheral and service components, shall be designed to fit within a room footprint of 5.0×4.5 meters, while maintaining ergonomic, safe, and unobstructed access for operators. The layout shall ensure comfortable working distances, clearly defined walkways, and sufficient clearance for operation, maintenance, and material handling, avoiding overcrowding and unsafe working conditions.

Requirement ID	Description
R-1400-090	The slitter shall be adjustable to the downstream notching machine. Max. roll diameter: 460 mm, width 60-210 mm.
R-1400-095	The slitting equipment shall provide process- and tool-specific usage counters (operating hours, processed slit length, and slitting cycle counts) for all critical wear components to enable wear monitoring, preventive maintenance, and defined replacement criteria.
R-1400-100	The slitter shall be equipped with an integrated dust collection system to continuously remove slitting dust and debris from the knife and web area during operation.
R-1400-105	The slitter shall be equipped with static eliminators positioned upstream of the slitting section and before rewinding to minimize electrostatic charge and particle attraction during cutting and winding.
R-1400-110	The slitter rewinder shall be compatible with rolls using a 3-inch inner core and an outer roll diameter of 8 to 10 inches.
R-1400-115	Each slitter shall include an in-line vision system for detection of line, pinhole, crater, crack, island, and drag defects, with a resolution of 60 µm × 60 µm or better, and shall be equipped with a defect marking labeler.
R-1400-120	The slitter shall be equipped with a knife cartridge type system for quick replacement and maintenance of individual knives.

9 List of Annexes

All the Annexes appended to the Procurement Documents are published with the Procurement Guide at www.TenderNed.nl.

The Annexes are divided into three (3) main groups, namely:

A) Submission of Tender:

Annex A01	The Tenderer's ESPD, "European Single Procurement Document" (ESPD) ○ <i>If applicable, this format should be multiplied in proportion to the number individual Combination members; the individual Third Party or for the benefit of one or more subcontractors to be used for the work).</i>
Annex A02	Format for Reference Projects
Annex A03	Format for Price Sheet
Annex A04	Conformity list 'Programme of Requirements and Preferences'
Annex A05	Maintenance / Services

B) Submission of supporting documents:

Annex B01	Format for Declaration as to Reliance on Financial and Economic Standing of Third Party or Parties
Annex B02	Format for Declaration as to Reliance on Technical and Professional Competence of Third Party or Parties
Annex B03	Format for Statement of Policy/Declaration as to Insurance

C) Additional information:

Annex C01	Standard Template for Tenderer Questions
Annex C02	Draft Contract
Annex C03	TNO's Purchasing Conditions for Goods, December 2025.
Annex C04	TNO Supplier Code of Conduct

Additional note on Section 2.2.2 Formats

Some of these Annexes are accessible in "editable" MS Excel or MS Word versions. This is with the aim of simplifying the preparation of a Tender by the Tenderer and therefore also forms the basis for the assessment procedure as described in Section 3.

Some documents may be, partially, secured to prevent inadvertent and unintentional changes being made to the documents and texts (including format texts).

Changes to the formats are not permitted. The premise for these documents is that the text (including format text) as contained in the Procurement Guide and published on www.TenderNed.nl will be the authoritative text at all times.