

Descriptive document

Cryogen free dilution refrigerator

European tendering according to public
procedure

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On behalf of:	NWO-I
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Definition of terms

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

Agreement

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

Annexes

Annexes form an integral part of the Descriptive Document.

Assignment

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

Award Criteria

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

Candidate

An interested party in this tendering procedure.

Client

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

Contracting authority

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

Contractor

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

Combination

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

Combination Member

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

Descriptive Document

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

Eligibility Requirements

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

ESPD

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

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

Grounds for Exclusion

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

Proportionality Guide

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

Public Procurement Act 2012

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

Purchase Conditions

The general purchase conditions of the Contracting authority which apply to the Agreement: General Government Purchasing Conditions 2018 (ARIV 2018).

Specifications

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

Subcontractor

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

Tenderer

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

Tender

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

Terms of Reference

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

Third Party

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

1 Introduction

1.1 General

This Descriptive Document contains information on the European tendering of the delivery of a Cryogen free dilution refrigerator for SRON.

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

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

1.2 General information of Contracting Authority

SRON's mission is to bring about breakthroughs in international space research.

Therefore the institute develops pioneering technology and advanced space instruments, and uses them to pursue fundamental astrophysical research, Earth science and exoplanetary research. As national expertise institute SRON gives counsel to the Dutch government and coordinates – from a science standpoint – national contributions to international space missions. SRON stimulates the implementation of space science in our society.

SRON is the Dutch national expertise institute for scientific space research. It is part of NWO. Since the foundation of the institute by university groups, in the early 1960s, we have, often in a leading role, provided key contributions to instruments of missions of the major space agencies, ESA, NASA, and JAXA. These contributions have enabled the national and international space-research communities to explore the universe and to investigate the Earth's atmosphere and climate. As a national expertise institute, we stimulate collaboration between the science community, technological institutes, and industry.

1.3 Reason and purpose of the invitation to tender

NWO institute SRON wishes to purchase a cryogen free dilution refrigerator for the study and development of superconducting energy-resolving single-photon detectors (MKIDs). The system will be used in the context of a new project to develop the most sensitive MKIDs for exoplanet spectroscopy at visible to near-infrared wavelengths, and demonstrate them at a scale of ten-thousands of pixels. To that end, optical access to the cryostat from outside is required to characterise the detectors. The aim is to demonstrate the detectors at a scale that requires readout with at least 16 coaxial lines. To keep operational costs low, the system should be cryogen free, i.e. not require liquid Helium for operation. Since the detectors include thin membranes, we have particular requirements on the vibration isolation.

The system will be primarily used by PhD students and postdocs, and should offer fully automated cryogenic operation, but at the same time allow full manual control and custom cooldown procedures.

2 The Assignment

2.1 Description

2.1.1 *Within the scope of the Assignment*

The Assignment involves the following work:

- Assembly, delivery and installation of a Cryogen free dilution refrigerator;
- Training

2.1.2 *Outside the scope of the Assignment*

The following services/components are related to the Assignment, but do not form part of the scope of the contract:

- Maintenance

2.2 Clustering, merging and division of lots

2.2.1 *Clustering*

Assignments have not been clustered, because the various components of the Assignment fulfil one economic and technical function.

There is no unnecessary merger of assignments, but only one single contract – namely: the delivery of a Cryogen free dilution refrigerator.

2.2.2 *Division of lots*

The Assignment has not been divided into lots as this was not found to be suitable. The reasons for this are the same as the Contracting Authority's reasons for combining the various public contracts into the Contract. The different components of the Cryogen free dilution refrigerator must be interoperable, which makes it hard to divide the Assignment into lots. Indeed, if the (amalgamated) Assignment were to be divided into several lots by the Contracting Authority, the benefits of amalgamation would be nullified.

2.3 Magnitude of the Assignment

The indicative value of the Assignment is €375.000,- excluding VAT.

With this estimation, the Contracting Authority is trying to give the most accurate picture possible of the scope of the Contract. No rights can be derived from the estimation.

The maximum price for the Assignment is €400.000,- excluding VAT.

By submitting an offer, Tenderers commit to this maximum price and declare to meet all the requirements and agree to the terms and conditions set out in this Descriptive Document, including annexes, on the penalty of exclusion.

The price of the optional requirements as referred to in paragraph 2.5.2 of this Descriptive Document are not included in the indicative value and maximum price.

2.4 Variants

A variant is a tender that is not in accordance with the contract documents. The Contracting Authority has considered the option of allowing Tenderers to propose variants. Submitting variants to this Assignment is not allowed.

2.5 Changing the Contract

2.5.1 Non-essential changes

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

2.5.2 Optional equipment

The Contracting Authority has defined several optional requirements, see Annex E Schedule of Requirements. The ability to fulfil optional requirements will be taken into account in the award criteria as specified in Annex D Quality Criteria Form and Annex E Schedule of Requirements. As such the optional requirements are part of the Tender and of the final contract. The Tenderer indicates his ability to fulfil the optional requirement and specifies a price for each option in Annex C Price Sheet. The Contracting Authority reserves the right for each option to choose whether or not to include it in the contract. If the Tenderer cannot deliver one of the options, no price for that option should be specified.

The price for the optional requirements will not be part of determining the comparison price for this Tender.

2.6 Form of contract, contractual conditions and term

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

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

The procedure and the final deadline for asking questions or submitting proposed text is described in paragraph 3.2. Any modifications to the draft Agreement and/or deviations from the Purchase Conditions will be made known in the Question & Answer module. The documents are binding from this moment. When submitting a tender, the Tenderer must unconditionally and without reservations conform to the draft Agreement and the Purchase Conditions.

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

2.6.1 Payment terms

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

3 Tendering procedure

3.1 Introduction; communication; schedule

3.1.1 Legal framework

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

The open procedure is used for this tender. The award criterion is: the best price-quality ratio, using the Adapted Best Value methodology. Quality is expressed in a point score. The registration price is then divided by the point score for quality. The Tenderer with the lowest price per quality point is eligible for award of the Contract.

3.1.2 Notice

The notice of this Assignment is published on the TenderNed website on the date as indicated in paragraph 3.1.5.

3.1.3 Contact details

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

Contact details	
Contact name:	Freek Zijlstra
Job Title:	Purchasing advisor
Email address:	f.zijlstra@nwo-i.nl

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

3.1.4 Communication

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

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

3.1.5 Planning

The table below contains the planning of this tender. The contracting authority reserves the right to make changes to this planning if necessary.

Activity	Due date or period
Publication of documents regarding tendering procedure	31-07-2026
Submittance of questions/remarks	19-08-2026 at 12:00 p.m.
Publications of Information notice	28-08-2026
<u>Submittance of additional questions – only regarding follow-up questions arising from the 1st Information Notice</u>	<u>03-09-2026</u>
<u>Publications of 2nd Information Notice</u>	<u>09-09-2026</u>
Submitting your Tender	23-09-2026 at 12:00 p.m.
Provisional award decision	07-10-2026
End of objection period	27-10-2026

3.2 Provision of information

3.2.1 Opportunity to ask questions on the invitation to tender

Any questions on the content and the process of this invitation to tender can be asked in writing using Annex X. The final date for submitting questions are indicated in paragraph 3.1.5.

The Contracting Authority will make all questions, their answers and any flaws or contradictions that are determined known to the Candidates via the Question & Answer module in the Tendering Environment.

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

3.2.2 Individual record

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

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

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

3.3 Submitting Tenders and opening

3.3.1 Closing date for submitting Tenders

The Tender must be submitted and received by the Contracting Authority by no later than the date and time indicated in paragraph 3.1.5. Documents are submitted via TenderNed.

Please note:

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

3.3.2 Opening of the Tenders

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

3.4 Assessment of the Tenders

The Tenderer and its Tender are assessed in four steps:

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

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

3.5 Award

3.5.1 Notification of the award decision and objection

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

All Tenderers can request additional information from the Contracting Authority.

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

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

3.5.2 Verification of supporting documents

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

3.6 Acceptance procedure

The acceptance procedure of the Product is described in Annex E Schedule of requirements.

3.7 Complaints procedure for the invitation to tender

In the context of the tendering procedure, there may be discontent between the Contracting Authority and the interested parties regarding how the parties act or acted during the procedure. This may lead to a complaint.

An interested party that has a complaint about the Contracting Authority can submit this in writing via the mailbox of TenderNed. Complaints submitted in any other way will not be handled.

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

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

4 Options to submit a tender

4.1 Submitting a tender independently or in Combination

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

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

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

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

4.2 Deployment of Subcontractors

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

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

4.3 Reliance on Third Parties in respect of the Eligibility Requirements

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

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

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

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

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

4.4 Reliance on financial and economic ability of the parent group

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

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

4.5 Tenderers of one group

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

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

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

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

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

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

5.1 Composition of the Tender

Your Tender consist of the following documents.

Document
Annex A European Single Procurement Document (ESPD)
Annex B Declaration of Conformity
Annex C Price Sheet
Annex D Quality Criteria Form (including supporting documents)
Annex F Core Competence form(s)
Annex G Declaration of liability group or holding <i>(if applicable)</i>
Annex 3 Bank guarantee <i>(after preliminary award)</i>

Where evidence or other information is requested (within the Terms of reference for example). Tenderer adds the documentation concerned as Annexes to his Tender.

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

5.2 Submitting the Tender

The Tender can only be submitted electronically via the TenderNed platform. If you have (technical) questions about the operation of TenderNed, please contact the Service Desk of TenderNed. The Contracting Authority is not responsible for TenderNed disruptions.

5.3 English language

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

5.4 Agreement with the tendering procedure

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

5.5 Signature of Tender

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

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

legally recognized method of electronic signing. If this is not possible, documents must be signed by hand and submitted as PDF document.

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

5.6 Reservations of the Contracting Authority

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

5.7 Compensation of costs

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

5.8 Statement of prices, rates and costs

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

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

5.9 Manipulative Tenders

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

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

5.10 Unconditional Tender

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

5.11 Validity period

The validity period of your Tender must be 120 calendar days calculated from the submission date for Tenders as stated in paragraph 3.5.1. This validity period takes into account the possibility that the winning Tenderer does not withstand the acceptance test and the Contracting Authority wishes to make use of the waiting room provision.

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

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

5.12 Intellectual property

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

5.13 Integrity and independence

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

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

5.14 Influencing the assessment

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

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

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

5.16 Brand names

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

5.17 Inaccuracies in the Descriptive Document

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

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

5.18 Contradictions and lack of clarity in the Tender

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

If there is a lack of clarity in a Tender, the Contracting Authority reserves the right to ask for a clarification and/or an addition. This clarification and/or addition may not entail an essential change

of the Tender. If this is the case in the Contracting Authority's opinion, it will not take these clarifications and/or additions into account in the assessment.

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

6 Selection stage

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

6.1 Step 1: Assessment of the format requirements

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

The format requirements are:

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

6.2 Step 2: Assessment of the ESPD

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

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

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

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

6.2.1 Grounds for Exclusion (part III of the ESPD)

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

6.2.2 Eligibility Requirements (part IV of the ESPD)

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

A Financial and economic capacity

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

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

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

B Continuity

1 Claims

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

2 Auditor's report

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

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

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

3 Liability insurance

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

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

During the verification phase, the independent tenderer or all members of the combination must submit a copy of the liability insurance policy.

C Technical competence and/or professional competence

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

Core competency 1:

- *Experience with delivering at least two systems with comparable cooling performance of the offered dilution refrigerator within the last two years.*

The experience with the above core competencies must be described using Annex F Core Competence Form. The following applies:

- You use a separate Core Competency Form for each individual reference assignment;

- It is possible to use different reference assignments that have been carried out for the same principal;
- A maximum of 3 reference assignments may be used to describe the experience with the above core competencies.

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

D Quality standards

A described quality system is to be used by the Tenderer. Evidence of this can be provided by having certifications such as under the ISO nomenclature, or in another way with which the Tenderer is able to demonstrate that he has systematically (i.e. according to a plan-do-check cycle) -act) the quality of the business processes is being worked on within the organization.

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

Within the verification phase, the independent Tenderer or all members of the combination must submit a copy of certification or a description of the quality system.

F Professional qualification

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

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

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

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

Only Tenders that meet the set of Eligibility Requirements continue on for further assessment to step 3 – see section 7.1. If the Tenderer does not meet one or more Eligibility Requirements, the Tender will not be assessed further and the Tenderer will not be eligible for award of the Contract.

7 Award stage

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

7.1 Step 3: Assessing conformity and Awarding

7.1.1 *Conformity to the Terms of Reference*

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

If documentation is requested to verify compliance with the minimum requirements, this verification will be carried out in the same way as the assessment of responses to quality award criteria as described in section 7.1.2. In the case of an award based on the lowest price or Adapted Value, this involves determining the verification result. In the case of awarding on value (surplus on requirements), it is also about determining the degree of surplus offered and the corresponding fictitious deduction from the tender price. Point (c) in section 7.1.2 in this case refers to a difference of opinion among evaluators about the extent (number of discrete steps) of surplus offered.

7.1.2 *Assessment committee*

An assessment committee has been set up to assess the tenders. The committee will assess the tender on the basis of the regulations in the Request for Quotation and any internal assessment protocol. The assessment process takes place under the responsibility of the procurement consultant on behalf of the Contracting Authority.

Individual assessment

Each tender is assessed by each member of the committee in its entirety and on its own (there is no so-called relative assessment). With regard to entirety, the Contracting Authority makes a reservation in the event that a member of the committee is insufficiently competent with regard to a (sub)award criterion to be able to arrive at a responsible assessment. However, such a situation will not lead to an assessment of the relevant part by fewer than three members of the committee.

Discussion on assessments

After the individual assessment, a plenary session will take place during which the assessment result of each individual application will be evaluated. The committee determines the final assessment result in which the consensus model is pursued. Here's how it works:

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

7.2 Step 5: Adapted Value

The contract will be awarded according to the Adapted Value method, which is reflected in the lowest price per quality point. The contract will be awarded to the tenderer with the lowest price per quality point. The price per quality point is calculated by dividing the total tender price ex VAT as specified in Annex C Price Sheet, by the total score on quality.

Example: If the registration price ex VAT is € 105,000 and the score on quality is 650 points, the price per quality point is € 161.54. The tenderer who meets the minimum required number of quality points and with the lowest price per quality point is eligible for the award of the Contract.

7.2.1 Award Criteria on quality

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

Quality		Max. score
Q1	Cooling power	20
Q2	Base temperature	20
Q3	Cooldown time	20
Q4	Vibration isolation	20
Q5	Delivery time	20
Q6	Service interval	15
Q7	Warranty period	15
Q8	Environmental management system	5
Q9	Ability to fulfil all optional requirements	20
Total score		155

7.2.2 Instruction

In Annex D – Quality Criteria Form, Tenderer needs to indicate to what extent the offered solution fulfils the award criteria, for those requirements or award criteria that are part of the table above. In addition, Tenderer needs to provide supporting documentation as means of proof for the indicated level of the quality criteria that is included in the offer. Tenderer needs to indicate in Annex D where in the supporting documentation the information can be found, to avoid misunderstandings in the verification process.

7.3 Tie

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

- The Contract will be awarded to the tenderer with the highest points score on the award criterion Q3;
- If, after step a, there are two or more tenderers with an equal assessment result on the award criterion Q3, the Contract will be awarded to the tenderer with the highest points score on the award criterion Q4;
- If, after step b, there are two or more tenderers with an equal assessment result on the award criterion Q4, the Contract will be awarded to the tenderer with the highest points score on the award criterion Q5;
- If, after step c, there are two or more tenderers with an equal assessment result on the award criterion Q5, the Contract will be awarded to the tenderer with the highest points score on the award criterion Q2;

- e) If, after step d, there are two or more tenderers with an equal assessment result on the award criterion Q2, the Contract will be awarded to the tenderer with the highest points score on the award criterion Q1;
- b) If, after step a, there are two or more tenderers with an equal assessment result on the award criterion Q1, a draw will take place under notarial supervision.

7.4 Verification

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

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

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

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

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