

Eindhoven University of Technology, PO Box 513, 5600 MB Eindhoven, The Netherlands



Date
4 september 2026

Reference
PCM 2026-10185-IL

Procurement Department

Navigation address :
De Zaaie, Eindhoven

www.tue.nl

Request for Proposal (RFP)

European tender

Micro Transfer Printing tool

for
Eindhoven University of Technology



Contents

1	BACKGROUND TO THE TENDER.....	3
1.1	Introduction	3
1.2	Contracting Authority	3
1.3	The Contract.....	4
1.4	Objectives & intended result	4
2	BRIEF DESCRIPTION OF THE TENDERING PROCEDURE	6
2.1	Tendering Procedure	6
2.2	Publication medium and digital documents	6
2.3	Schedule.....	6
2.4	Assessment procedure.....	6
3	PROCEDURAL AND ADMINISTRATIVE CONDITIONS.....	7
3.1	Content of the Proposal.....	7
3.2	Applicability of conditions for this Tendering Procedure	7
3.3	Proactive attitude/forfeiture of rights	7
3.4	Stopping the Tendering Procedure/non-award.....	7
3.5	Confidentiality and intellectual property rights.....	7
3.6	Information exchange	8
3.7	Proposal submission process	8
3.8	Change of capacity/other changes	10
3.9	Proposal submission	10
3.10	Conditions, validity and term of validity	10
3.11	Verification.....	11
3.12	Award decision - Objection clause	11
3.13	Complaints	11
3.14	Other	12
4	GROUND FOR EXCLUSION, ELIGIBILITY AND MINIMUM REQUIREMENTS	13
4.1	Grounds for exclusion	13
4.2	Selection criteria (eligibility requirements).....	13
4.3	Minimum requirements in respect of the Contract.....	14
4.4	Verification by the Contracting Authority.....	14
5	AWARD CRITERIA.....	15
5.1	Price (AC1).....	15
5.2	Quality (AC2)	16
5.3	Assessment	18
6	TECHNICAL SPECIFICATIONS	20
6.1	Technical specifications	20
6.2	Factory acceptance test (FAT).....	20
6.3	Site acceptance test (SAT).....	20
6.4	Financial aspects	21
Annex: CHECKLIST		22
Annex: GLOSSARY		23
Annex: AGREEMENT		24
Annex: TENDER FORMS		24
Annex: TECHNICAL SPECIFICATIONS		24

1 BACKGROUND TO THE TENDER

1.1 Introduction

The purpose of this Request for Proposal is to provide interested market parties all the information they require to be able to participate in this tender. The Request for Proposal also aims to provide insight into the minimum requirements and conditions for entering into and performing the Agreement, the objectives of the Contracting Authority and the planning of the progress of this tender.

This Request for Proposal contains a number of Annexes, which are described in more detail in this document.

1.2 Contracting Authority

Eindhoven University of Technology (TU/e) is a young university, founded in 1956 by industry, local government and academia. Today, their spirit of collaboration is still at the heart of the university community. We foster an open culture where everyone feels free to exchange ideas and take initiatives.

Our mission – what we do

TU/e leads the change for a better world by educating responsible engineers, by empowering academics and professionals, by advancing global scientific knowledge, and by driving impactful, sustainable innovation in the Brainport ecosystem and beyond.

Our vision – how we do it

By 2030, TU/e is a key driver of innovation ecosystems, European competitiveness and resilience, and sustainability transitions.

TU/e engages with its partners in innovation ecosystems that create global impact. As a leading example of a 4th generation university, the university propels sustainability transitions with talent, groundbreaking science and valorization initiatives, based on our CORE values. TU/e educates responsible engineers who are able to lead the change through our focused and intertwined research and education programs. By engaging in both curiosity- and mission-driven research, TU/e advances groundbreaking knowledge on a global level. Together with partners, TU/e creates technological system solutions for sustainability transitions. TU/e empowers talent across the university's ecosystem: ranging from students and staff to starting entrepreneurs. TU/e offers clear and diverse career prospects for academics and professionals by providing recognition, career development opportunities, and skill-building initiatives. Together, our students and staff create a dynamic and engaging environment by collaborating within and outside the TU/e community. TU/e is home to a trust-based community that fosters collaboration, personal interaction, agility, well-being, and diverse points of view.

Our values – how we act

TU/e's CORE values are our moral compass and form the basis for all our policies, decisions, and actions. Our CORE values are: Curious, Open, Respectful and Responsible.

These values are reflected within our campus and wherever possible it is our mission to strengthen them. The campus is therefore much more than a university campus, it is a place where innovation, working, living and recreation coincide.

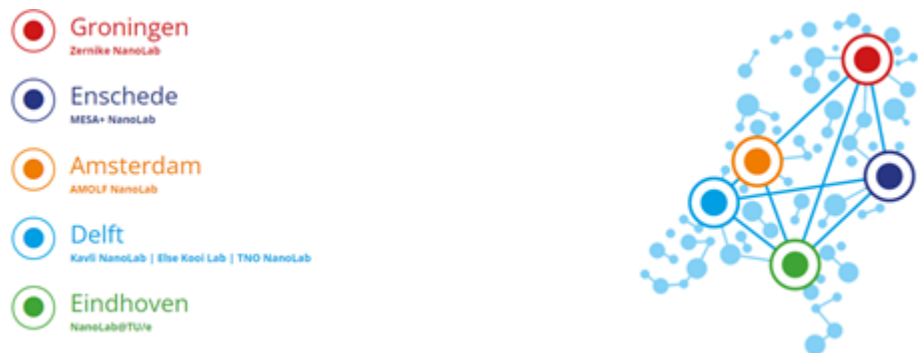
TU/e currently has approximately 13.800 students and 5.600 employees.



More information is available on the university's website: www.tue.nl. and this video (contr + klik).

NanoLabNL

NanoLabNL is the Dutch national facility for nanotechnology research. Its mission is to provide a full-service and Open-Access infrastructure for R&D in nanotechnology. It has an open character, and it hosts many public-private partnerships. NanoLabNL is coordinated as one infrastructure while its facilities are distributed over five cities or 'hubs': Groningen, Enschede, Amsterdam, Delft and Eindhoven. NanoLabNL is part of the national program on quantum technology. In that capacity NanoLabNL is dedicated to keeping its basic infrastructure 'state-of-the-art' to enable breakthrough-developments in the fabrication of quantum devices. In addition, more specific focus is placed on high TRL infrastructure to serve the quantum agenda. As such, NanoLabNL supports scientists in their research and supports companies in improving or renewing their products/production process and/or developing new products. Finally, it aims to contribute to strengthening the Netherlands as a knowledge economy.



The hubs cooperate and share information on all possible activities, such as procurement. As a result, a procurement working group has been established. Within this working group, documentation, best practices, and investments plans are discussed and shared.

This Tender procedure, on behalf of Eindhoven University of Technology, contributes to the achievement of this ambitious mission.

1.3 The Contract

The Instrument (Micro transfer printing (MTP) tool) will be purchased with the central aim to maintain and provide a coherent and accessible infrastructure for nano-technological research and innovation in the Netherlands. The Instrument will be part of the NanoLabTUe facility and will be installed inside the cleanroom of the department of Applied Physics and Science Education and Electrical Engineering at TU/e. The main stakeholders are researchers from groups of the Applied Physics and Science Education department, the Electrical Engineering department, and the Casimir Institute. This instrument will be used to precisely pick and place micro-scale chipllets of various material systems (e.g. In(GaAs)P, LiNbO3) from donor substrates onto target substrates, enabling heterogeneous integration of dissimilar materials and device technologies within a single platform.

Comprehensive information about the Contract is included in the Annexes to this Request for Proposal. The Agreement, included as an Annex, sets out administrative conditions, terms and conditions of performance and preconditions in respect of the performance of the Agreement.

1.4 Objectives & intended result

This tender also aims to contribute to strengthening key public values, such as privacy, transparency (for example, regarding data processing), (data) security, digital sovereignty and sustainability. Furthermore, we believe it is important to support Europe's digital autonomy.

These themes are further elaborated in the requirements of this tender (including the Foundational Requirements), in the Agreement and in the award criteria. TU/e's interpretation of digital sovereignty and

sustainability is explained below. The meaning of the other terms can be derived from the context of the tender documents.

Digital Sovereignty

TU/e is increasingly reliant on digital systems to carry out its tasks. This reliance entails risks, particularly in times of rapid technological change and current geopolitical developments. Maintaining control over technology, data, information and digital processes is essential to safeguarding our institutional values and data security. Our digital infrastructure plays a central role in the functioning of our university. Without a well-secured and future-proof digital infrastructure, TU/e cannot carry out its tasks reliably. It is important that TU/e reconsiders its role as the administrator of such systems, so that the continuity and security of our primary processes remain guaranteed.

By digital sovereignty, TU/e means

Digital sovereignty is the TU/e's ability to maintain effective control over and access to its data and IT systems, and to make autonomous decisions regarding their use, management and development.

This does not mean that TU/e wishes to own all digital infrastructure itself, but rather that TU/e wishes to be able to make independent choices in the digital domain, without seeking total control.

2 BRIEF DESCRIPTION OF THE TENDERING PROCEDURE

2.1 Tendering Procedure

The European tender takes place in accordance with a public procedure as set out in the (amended) Public Procurement Act 2012 (Bulletin of Acts and Decrees 2016, 241). In connection with the Contract intended to be awarded, the Contracting Authority has sent the announcement of the European tender for the Contract for publication on www.Tendered.nl and (via that site) in the Supplement of the Official Journal of the European Union. With the sending of the announcement, the Tendering Procedure has formally started.

2.2 Publication medium and digital documents

This Tendering Procedure is executed on the Tendered platform. All documents are made available digitally via Tendered. All texts and files on Tendered form an integral part of this Request for Proposal. Should there be differences between the provisions on Tendered and the provisions in this Request for Proposal, the provisions in this Request for Proposal prevail, unless otherwise indicated.

2.3 Schedule

The draft tender schedule to be applied is included on Tendered under the tab 'schedule' No rights can be derived from this planning by Tenderers.

If the planning below deviates from the planning on Tendered, the planning on Tendered prevails.

Activity	Date/period
Dispatch Request for Proposal	September 3, 2026
Last date for raising questions 1st Memorandum of Information	September 18, 2026 before 1:00 PM Central European Timezone
Dispatch 1st Memorandum of Information	September 25, 2026
Submission of Proposal	October 15, 2026 before 1.00 PM Central European Timezone
Communication of provisional award	End of October 2026
Final award	20 days after provisional award

2.4 Assessment procedure

The assessment procedure starts after the last date and time on which the Proposals must have been submitted. The assessment procedure consists of:

- Test on procedural/administrative requirements and completeness;
- Test on grounds for exclusion eligibility criteria and minimum requirements;
- Assessment on Award Criteria.

The Contracting Authority intends, on the conditions as included in this Request for Proposal, to award a Contract to the Tenderer with the Best Price-Quality ratio.

If after application of the award criteria, the Proposals of two or more Tenderers are assessed as being the best (calculated on 2 decimal points), it will be decided by drawing lots in whose favour the awarding decision comes down.

During the entire Tendering Process and contract period Tenderers must satisfy all grounds for exclusion, eligibility requirements and minimum requirements.

3 PROCEDURAL AND ADMINISTRATIVE CONDITIONS

This chapter sets out the procedural and administrative conditions of this tender. These conditions apply during the entire Tendering Process unless they are departed from in a later tender document

3.1 Content of the Proposal

The Proposal must be complete. This means that all requested documentary evidence and other information must have been included.

The Tender Forms must be filled in and signed in the requested manner. It is not permitted to add to and/or change the fixed text of the Tender Forms, unless express permission has been granted to this end by the Contracting Authority or it can be indisputably deduced otherwise from the Tender Form.

3.2 Applicability of conditions for this Tendering Procedure

Every Tenderer is expected to have taken notice of the conditions and other content of the Tendering Documents. By submitting a Proposal, the Tenderer declares its unconditional acceptance of the contents and applicability of the Tendering Documents. The Memoranda of Information still to be published form an integral part of these Tendering Documents. If Tenderers act in contravention of, or fail to comply with the Tendering Documents, this may lead to exclusion from (further) participation in this Tendering Procedure.

3.3 Proactive attitude/forfeiture of rights

This Request for Proposal and all accompanying Annexes have been prepared with care. Should a Tenderer nevertheless come across ambiguities, omissions, contradictions and/or defects, the Tenderer must ask a question via the "Questions and response" or "Vraag en antwoord" module from Tendered or notify the Contracting Authority of this in Writing in a timely manner via the contact person referred to on Tendered. If subsequently it becomes apparent that this Request for Proposal contains ambiguities, omissions, contradictions and/or defects which have not been reported to the Contracting Authority, these are at the risk of the Tenderer.

(Potential) Tenderers must take a proactive approach during this tendering process. This means that they must notify any lack of clarity and defects in advance so that this Request for Proposal can be amended where necessary. If a (potential) Tenderer fails to report any objections, ambiguities, omissions, contradictions and/or defects immediately after publication of this Request for Proposal, but in any case before the end of the term applicable for submission of questions to the Contracting Authority, the (potential) Tenderer forfeits its right to object to such at a later stage.

3.4 Stopping the Tendering Procedure/non-award

The Contracting Authority is free to stop this Tendering Procedure at any time or not award the Contract. The Contracting Authority also reserves the right not to award (parts of) the Contract or to proceed to a provisional award of the Contract.

If the Contracting Authority decides not to award the Contract, it will notify the Tenderers as soon as possible stating the reasons for this. In that case, the Tenderers cannot claim payment of any costs incurred in the context of this Tendering Procedure. No right to any follow-up contracts can be derived from the contract award.

3.5 Confidentiality and intellectual property rights

By participating in this Tendering Procedure, the Tenderer undertakes to keep all information it receives from the Contracting Authority in the context of this Tendering Procedure confidential insofar as this information has not been made public by the Contracting Authority and not to provide this to third parties. Such information may only be shared with employees and, insofar as applicable, with subcontractors involved in the procedure or the contract.

The Contracting Authority shall not disclose confidential information it receives from a Tenderer in the context of this Tendering Procedure to other Tenderers without the permission of the first named Tenderer, with the exception of legal obligations of the Contracting Authority. The principle is that Proposals are treated as confidential. However, by submitting a proposal, the Tenderer declares that the Contracting Authority is permitted to disclose the name of the Tenderer.

The Contracting Authority is not obliged to publish internal (tendering) documents, such as results of evaluations, tender comparisons, as well as advice relating to qualification and awarding, to Tenderers.

By participating in the Tendering Procedure, any intellectual property rights of the Tenderers do not transfer to the Contracting Authority unless otherwise determined. Intellectual property relating to the Tendering Documents are and remain the property of the Contracting Authority.

3.6 Information exchange

The Contracting Authority guarantees the equal treatment of all Tenderers during the Tendering Procedure. The Contracting Authority does not provide information that can favour one or more Tenderers over others.

Change in Tendering Documents

During this Tendering Procedure, the Contracting Authority can make additions or changes to the Request for Proposal if new insights or developments require this. These changes will be notified to the Tenderers in Writing in one or several Memoranda of Information.

Insofar as this Request for Proposal does not provide for particular situations, the Contracting Authority decides.

Request for information

All (potential) Tenderers have the opportunity to ask questions. Questions and/or comments can be submitted only via the “Questions and response” or “Vraag en antwoord” module from Tendered. Questions must be submitted no later than on the date(s) and time(s) shown in the planning.

Memoranda of Information

The (anonymised) questions submitted will be included, with answers, in one or more Memoranda of Information. The Contracting Authority can also provide extra information by means of a Memorandum of Information. Memoranda of Information will be published on Tendered.

The Contracting Authority shall provide the last Memorandum of Information at the latest 10 Days before the final date for submitting a Proposal.

The content of the Tendering Documents will, with due observance of that included in the Memoranda of Information, become definitive after publication of the last Memorandum of Information. The memoranda of Information shall prevail over the text of this Request for Proposal, whereby a Memorandum of Information of a later date shall prevail over a Memorandum of Information of an earlier date. Full acceptance of the Tendering Documents is a strict requirement for submitting the Proposal.

All verbal information provided by or on behalf of the Contracting Authority has no legal validity whatsoever unless this information has been confirmed in Writing in an Memorandum of Information.

3.7 Proposal submission process

3.7.1 Only submitting a Proposal once

A Tenderer may only submit one Proposal, independently, as the main contractor with subcontractor(s) or as a Consortium of several other parties. If failing to comply with the above, only the first submitted Proposal will be considered.

It is only permitted to submit a Proposal from several different businesses within the same group if both the Tenderers and the holding or parent company can demonstrate that the Tenderers operate fully independently from each other and made the proposal independently. A group includes: a legal person together with its subsidiaries in the meaning of section 2.24(a) and 2.24(b) Dutch Civil Code.

3.7.2 *Independently or in form of collaboration*

Tenderers may submit a Proposal to this Tendering Procedure independently or in collaboration with other businesses. The following forms of Tenderers can be distinguished:

- Independent Tenderer;
- Collaborative arrangement of businesses as one Tenderer (Consortium);
- Tenderer is the main contractor and will use one or several subcontractors.

3.7.3 *Independent Tenderer*

In the event of a Proposal by an independent Tenderer, the Tenderer states to be able to perform the Contract completely independently (without having to make use of the capacity of third parties). The Tenderer must independently satisfy all the set requirements and submit the requested information.

3.7.4 *Consortium*

In the event of a Proposal by a collaborative arrangement of Economic Operators (Consortium), each business participating in the collaborative arrangement (Consortium Member) must independently submit the “Uniform European Single Procurement Document” and a copy of the Registration in the national professional/commercial register with the Proposal including all the requested relevant statements/Annexes.

Under part II A ‘Information concerning the economic operator’ of the Uniform European Single Procurement Document it must be stated which businesses are taking part in the Consortium and the role of the business within the Consortium (whereby in any event the lead manager of the Consortium is listed). When putting forward a collaborative arrangement as being the Tenderer, each Consortium member accepts joint and several liability for the performance of the Contract.

Consortium members must independently satisfy the grounds for exclusion. The Consortium must jointly satisfy the minimum requirements and selection criteria (eligibility requirements).

In its Proposal, the Tenderer must clearly state which activities will be carried out by which member or members of the Consortium.

3.7.5 *Main contract / Subcontracting*

In the event of a Proposal by a Tenderer who can independently satisfy the set requirements/criteria but nevertheless, as the main contractor, wishes to engage subcontractors for the performance of the Contract, all the same requirements as for an independent Tenderer apply. The Tenderer must state that it wishes to use subcontractors in part II D ‘Information concerning subcontractors on whose capacity the economic operator does not rely’ of the Uniform European Single Procurement Document. The Tenderer must also indicate which parts of the Contract it intends to subcontract to third parties and which subcontractors it proposes.

In the event of a Proposal by a Tenderer who cannot independently satisfy the set requirements/criteria and, as main contractor, but can only satisfy the set requirements/criteria by using subcontractors or third parties, the Tenderer must indicate in the Uniform European Single Procurement Document for which requirements it relies on a third party/parties (stating the third party/parties on which it relies - see Part II C ‘Information about reliance on the capacities of other entities’ - of the Uniform European Single Procurement Document).

Both the main contractor and subcontractor(s) may not be subject to exclusion grounds. The main contractor and subcontractor(s) must jointly satisfy the minimum requirements and selection criteria (eligibility requirements).

The relevant subcontractor/third party must independently submit the “Uniform European Single Procurement Document” with the Proposal submission including the requested relevant declarations/Annexes. A Tenderer must also add a declaration showing that it actually has access to the resources of this third party/parties (subcontractors) required for the Contract. The engagement of subcontractors by the main contractor does not affect the liability of the main contractor towards the Contracting Authority.

3.8 Change of capacity/other changes

After submitting a Proposal, it is in principle not permitted to make changes to the composition of a Consortium and/or the deployment of the subcontractors/third parties put forward in the Proposal.

The Tenderer must notify the Contracting Authority immediately and in full about any changes in its legal form, share capital, capacity, use of subcontractor or other changes which may be important for the Contracting Authority to be able to assess its eligibility for performing the Contract or may be relevant to the Contracting Authority in any other way.

Changes are only permitted with the prior written approval of the Contracting Authority and on the basis of compelling reason(s) which the Tenderer must make plausible. The Contracting Authority may attach conditions to its approval of such changes.

3.9 Proposal submission

The Proposal must be submitted digitally via Tenders. Submission of the Proposal by post, fax, email or otherwise than set out above, is not permitted. The Tenderer ensures that declarations, Annexes and other parts of the Proposal are uploaded to the correct location on Tenders. The digital documents must be submitted in a generally accessible format (preferably an open standard).

All documents and declarations to be signed must be signed by a representative of the company who is authorised to do so. This is demonstrated by the submission of an extract from the Chamber of Commerce, possibly supplemented with a valid power of attorney, showing explicitly that the person and/or persons who have signed the documents are authorised to represent the Tenderer.

The Tenderer is responsible for the timely and complete submission of its Proposal. The Contracting Authority advises to start this process in a timely manner to avoid any unforeseen circumstances. Proposals of the Tenderers are not returned afterwards.

Opening of Proposals

The digital safe will be opened as soon as possible after release of the digital safe. This opening is not public.

Questions for Tenderers

The Contracting Authority is free to request Tenderers to explain or clarify their Proposal within a period to be determined by the Contracting Authority.

3.10 Conditions, validity and term of validity

The Proposal must be irrevocable and unconditional. Proposals that are not irrevocable and/or have conditions attached in any way (referring to their own general terms and conditions for example) may be invalid and will not be considered. All general conditions on the part of the Tenderer (such as delivery terms and conditions or payment terms) are expressly rejected.

The term of validity is in any event 90 Days from the last date for the submission of the Proposals. If preliminary relief proceedings are pending against the award decision, the term of validity ends 8 Days from the day on which judgement was given in the preliminary relief proceedings.

3.11 Verification

The Contracting Authority can invite the Tenderer who might be eligible for a provisional award to a verification consultation in which the Tenderer must demonstrate how he complies with (specific) parts of the Request for Proposal. Prior to the verification, the Contracting Authority may put forward questions or parts which Tenderer must answer.

If the Tenderer cannot demonstrate that he meets all requirements and/or wishes that he has offered, the Contracting Authority reserves the right to exclude the Tenderer from further participation in this Tendering Procedure.

3.12 Award decision - Objection clause

The Contracting Authority shall notify all Tenderers in Writing as soon as possible and simultaneously on the award decision.

If a Tenderer disagrees with the award decision notification, the Tenderer, on penalty of the complaint being declared inadmissible and the forfeiture of rights, must have within a period of 20 Days from the date of the sending of the award decision notification, by serving a summons, commenced preliminary relief proceedings against the aforementioned award decision of the Contracting Authority with the (preliminary relief judge) at the District Court of East Brabant.

If preliminary relief proceedings have been commenced within this term of 20 Days, there shall not be a final award of the Contract before a ruling has been given in the preliminary relief proceedings unless a compelling interest commands the immediate awarding. If no preliminary relief proceedings are filed within 20 Days of the dispatch of the award decision notification, the stakeholders can no longer file further objections to the decision and have forfeited their rights in this respect. In that case, the Contracting Authority is therefore free to implement the decision made. After the expiry of this period of 20 days, tenderers have also forfeited their right to bring a claim for damages in proceedings on the merits.

The Contracting Authority is entitled to terminate the Agreement with the favoured party/parties with immediate effect if it follows from a ruling from a court that the award decision is unlawful or that the Agreement is invalid or that, for whatever reason, the Contract must be brought again to the market. The favoured party/parties cannot derive any rights towards the Contracting Authority from such termination decision for reimbursement of tendering costs, loss of reference, loss of profit or other loss.

The Contracting Authority reserves the right to take a decision and make arrangements in cases the Tender documents do not provide.

3.13 Complaints

It is possible that dissatisfaction will arise between contracting authorities and businesses during the Tendering Procedure with regard to the actions of parties in the Tendering Procedure. This could lead to a complaint. In such a case, the Contracting Authority will handle the complaint in accordance with the 'Complaints Settlement in Tendering', dated 7 March 2013. These rules can be found on: <http://www.rijksoverheid.nl/documenten-en-publicaties/regelingen/2013/03/07/klachtafhandeling-bij-aanbesteden.html>

If a stakeholder has a complaint regarding this Tendering Procedure, the following actions are possible.

Complaints must be notified by email to the complaints information point of the Contracting Authority via email address: Tenders.complaintsreportingpoint@tue.nl. A complaint will be dealt with as soon as possible.

If the complainant disagrees with the decision issued by the Contracting Authority on the complaint submitted, the complainant may submit the complaint to the Tendering Experts Committee set up by the Minister of Economic Affairs. If a complaint concerning this Tendering Procedure is submitted to the Tendering Experts Committee, the complainant is requested to send a copy to the contact person of the Contracting Authority referred to on Tendered.

3.14 Other

Language

All information exchange relating to the Tendering Procedure takes place in English. Documents to be submitted by Tenderers must be drawn up in English. If particular documents to be submitted are not available in English, the Contracting Authority will decide whether the submission of the document in another language will suffice (whether or not furnished with a translation into English). A Tenderer wishing to submit a document in a different language than English must submit a request to this end before submission of the Proposal to the Contracting Authority via the message module of Tendered.

Costs

The Contracting Authority does not reimburse costs incurred in the preparation and issue of a Proposal, including any further information to be provided. The Tenderer bears the risk of any costs and/or damage that (may) arise because the contract is not awarded or this Tendering Procedure is (temporarily/permanently) discontinued, the Contracting Authority will not reimburse those costs.

Variations

Variations are not permitted.

Applicable law and disputes

This Tendering Procedure is governed by Dutch law. Subject to the provisions in this Request for Proposal any dispute between the parties involved in this Tendering procedure in relation to this tender shall in the first instance be heard by the (interim relief judge) of the District Court of East Brabant.

4 GROUNDS FOR EXCLUSION, ELIGIBILITY AND MINIMUM REQUIREMENTS

This chapter describes the grounds for exclusion and minimum requirements the Contracting Authority applies.

4.1 Grounds for exclusion

The Contracting Authority wishes only to conduct business with companies whose integrity is established. The Contracting Authority may exclude all Tenderers to which one of the mandatory grounds for exclusion apply, or one of the optional grounds for exclusion which have been declared applicable by the Contracting Authority in the European Single Procurement Document (Annex), such with due observance of Section 2.87(a) and 2.88 of the (amended) 2012 Tendering Act. In order to show that such grounds for exclusion do not apply to the Tenderer or its sub-contractors, they must complete the European Single Procurement Document on Tendered truthfully and provide it with a legally valid signature and add it to the Proposal.

Documentary evidence

In connection with the application of this paragraph, the Contracting Authority can request the Tenderer to submit documentary evidence or declarations as set out in section 2.89 of the (amended) 2012 Tendering Act in order to be able to establish whether or not the Tenderer finds itself in any of the above-mentioned circumstances.

By submitting the European Single Procurement Document, the Tenderer also declares that it is able to provide the requested documentary evidence and declarations within the reasonable term indicated by the Contracting Authority. If the Tenderer fails to provide the documentary evidence and declarations within this term to the Contracting Authority, it is deemed not to be able to do so and the Proposal may be invalid. A Tenderer with an invalid Proposal will be excluded from further participation in this Tendering Procedure.

The following documentary evidence relating to Grounds for Exclusion is eligible:

- Certificate of conduct for procurement;
- Payment history report of Tax and Customs Authority;
- Commercial Register extract.

4.2 Selection criteria (eligibility requirements)

Tenderer must satisfy the prescribed selection criteria (eligibility requirements) below as a minimum. If the Tenderer does not satisfy one or several of these selection criteria, the Proposal may be invalid and the Tenderer may not be eligible to be awarded the Contract.

4.2.1 Professional qualifications

Registration in the national professional/commercial register

By signing the European Single Procurement Document the Tenderer declares to comply to the following minimum requirement:

Requirement: The Tenderer is registered in the professional register or in the commercial register in accordance with the regulations of the Member State in which it is based.

Documentary evidence: A registration in the Commercial Register of the Chamber of Commerce (or equivalent) not older than 6 months calculated from the latest date of submission of the Proposal.

4.2.2 Technical and professional competence

The Tenderer must demonstrate, by means of the submission of reference projects, that it has the competences as set out below to realise the current Contract.

It is permitted to use the same reference project to demonstrate various (or all) competences.

It applies for all reference projects that:

- (1) The project was carried to the full satisfaction of the relevant client.
- (2) The delivery date is no longer than three (3) years ago.

The aforementioned three (3) years are calculated compared to the latest date of submission of the Proposal.

To realise the current Contract, the Tenderer must have the following competences:

Experience with delivering a system comparable in complexity

Requirement: The Tenderer must have experience with credible experience in production, delivery and support of at least one (1) “Micro Transfer Printing tool”, comparable with the equipment named in this tender, to universities or other research institutes within the last three (3) years counted from the date of submission of the Proposal as well as in providing service for this system.

Evidence

The Tenderer must demonstrate these experiences by means of at least 1 reference showing that the Tenderer and/or third parties on whom the Tenderer relies, has acquired demonstrable experience in the performance of the abovementioned experience requirements. To demonstrate this competency, use the Tender Forms on Tendered.

4.2.3 Certificates

By signing the European Single Procurement Document the Tenderer declares to comply to the following minimum requirement:

Requirement: The Tenderer must have a sustainability policy.

The Tenderer must provide the following means of proof on request:

- A policy declaration signed by the board of directors in which the board subscribes to environmental measures and that monitors and directs the implementation of this, or;
- a contents page signed by the board of directors of a current, preferably based on generally accepted standards, environmental manual; or an environmental certificate valid on the latest date of submission of the Proposal, confirming that the relevant organisational units which the Tenderer is going to use in the performance of the Contract to be awarded, meet the requirements of NEN-EN-ISO 14001, see www.nen.nl, or equivalent.

4.3 Minimum requirements in respect of the Contract

A Tenderer must in any event satisfy the minimum requirements set out below to be able to submit a conformal Proposal. The following minimum requirements are set:

4.3.1 Statement of Agreement to Tendering Documents

The Tenderer must unconditionally agree and comply with all the requirements and conditions set out in the Request for Proposal and its Annexes, including the Technical Specifications and the concept agreement(s), with due observance of any changes which arise from the Memoranda of Information. The Tenderer must indicate on the Tender Form Agreement on Tendering Documents to agree to this unconditionally.

4.4 Verification by the Contracting Authority

The Contracting Authority is authorised to verify the information provided by the Tenderers, by asking the Tenderers to provide documentary evidence or declarations for example or by making enquiries at the clients of (or other stakeholders of) the reference projects.

5 AWARD CRITERIA

This chapter describes the award criteria the Contracting Authority will apply when assessing the Proposals.

The Contracting Authority intends to award the Contract, under the conditions as included in this Request for Proposal, to the Tenderer with, from the point of view of the Contracting Authority, the Most Economically Advantageous Proposal.

Award criteria	Maximum points score
AC1 Price	20
AC2 Quality	80
AC2.1 Extended guarantee period	(10)
AC2.2 Control software of the tool functions	(20)
AC2.3 Array printing/stamp size	(20)
AC2.4 Printing accuracy	(10)
AC2.5 Bonding force control	(10)
AC2.6 Stamp cleaning	(10)
Total	100

5.1 Price (AC1)

The award criterion Price is assessed on the basis of the offered Total Sum (as entered in the Price Form).

The Tenderer with the lowest offered Total Sum receives the maximum points score available. A Tenderer scores on this criteria in accordance with the following formula:

$(\text{Lowest offered Total Sum} / \text{Total Sum offered by the Tenderer}) \times 20$.

The Total Sum is in euros and exclusive of VAT. The Total Sum must include all costs of the Tenderer for the performance of the Contract as described in the Tendering Documents as well as all wishes and/or proposals on the award criteria offered by the tenderer. Any discounts must also be included in the Total Sum. The purchase price includes all costs, such as design, fabrication, delivery, installation, guarantees, maintenance and all additional costs for travelling and accommodation for tenderer, as well as all costs in order to meet the mandatory requirements.

Attention: The **maximum available budget** for this tender is € 825.000 (excluding VAT). If the Total Sum is higher than this available budget the Proposal will be laid aside. As an open access affiliated with the academic world, we are willing to accept collaborations that enable the offered price. For example, we are willing to share details and knowhow of the developed MTP processes, which could for example be used by the tenderer to advertise the tool to other customers. In addition, we can act as a referral site and offer “idle” machine time for running demos to the tenderer, at a maximum amount of four (4) weeks/year, during the first five (5) years of operation. TU/e NDA, NanoLab@TUE access regulations and safety regulations may apply.

For the assessment of this criterion, the Tenderer must add the fully completed Price Form to its Proposal. Failing to complete the Price Form in full may lead to exclusion of further participation in the Proposal.

All the amounts referred to in this Request for Proposal or Annexes are indicative only and no rights can be derived from such.

5.2 Quality (AC2)

With this tender, Tenderers are challenged to offer the most efficient solution for the best possible price. The condition is that the solution meets the requirements, as described in the Tendering Documents and that the objectives can be achieved.

We distinguish two different categories:

1. Gain the maximum points if the Tenderer complies with the wish or no points, see wish AC2.1.
2. Points can be earned depending on the provided information. The Tenderer is requested to submit an explanation about a subject, see wishes AC2.2 – AC2.6.

Please note that your proposal to each wish is not without obligations, but will be part of the Agreement.

The award criterion quality consists of the following sub-criteria:

Nr. Wish:	Gain points or no points for wishes:	Points to be gained if apply wish:
AC2.1	AC2.1 Extended guarantee period	10

5.2.1 Extended guarantee period (AC2.1)

Does the Tenderer offer an extended guarantee period (extended after minimum 1 year guarantee period) for the MTP tool?

Score 10 points for AC2.1 = 1 year extended guarantee period after the mandatory 1 year guarantee.

Score maximum points if tenderer comply this wish and if requested information is provided, or no points.

For the following Award Criteria (AC) the assessors base their ratings on the overall picture for each wish below.

Nr. Wish:	Points to be earned depend on the information/explanation.	Maximum points
AC2.2	AC2.2 Control software of the tool functions	20
AC2.3	AC2.3 Array printing/stamp size	20
AC2.4	AC2.4 Printing accuracy	10
AC2.5	AC2.5 Bonding force control	10
AC2.6	AC2.6 Stamp cleaning	10

5.2.2 Control software of the tool functions (AC2.2)

See also 2.5 of Annex Technical specifications

Describe how the control software of the tool functions and what production-grade control modules are included in the software. Also describe if all hardware is available for automatic leveling, automated wafer handling and automated batch queuing.

Your explanation for this wish will be assessed on the inclusion and explanation of automatic leveling, automated wafer handling and automated batch queuing.

The explanation may contain a maximum of 1 page A4 (single-sided). The Tenderer may substantiate his explanation with supporting annexes (e.g. photos, graphics, tables).

The content and the information provided are not without obligation, the execution of the contract must be in accordance with this and options offered will be part of the Agreement.

5.2.3 Array-printing/stamp size (AC2.3)

See also 3.5 of Annex Technical specifications

Describe if it is possible to do array-printing with the tool, and what the array limitations are.
What is the maximum stamp size that can be used in the tool?

Your description will be assessed on the array size and maximum stamp size that can be demonstrated/used. We foresee using reticle size (roughly 2cm x 2cm) and full-wafer-size (4 and 6 inch) array-printing in the future. Therefore we would like to understand the maximum stamp size we can load in the tool.

The explanation may contain a maximum of 1 page A4 (single-sided). The Tenderer may substantiate his explanation with supporting annexes (e.g. photos, graphics, tables).

The content and the information provided are not without obligation, the execution of the contract must be in accordance with this and options offered will be part of the Agreement.

5.2.4 Printing accuracy (AC2.4)

See also 3.4 of Annex Technical specifications

Describe what the printing accuracy of the tool is for single coupon printing with a (indium phosphide if data available) coupon of typical size (30-50 microns wide and 500-1000 microns long). Include statistical data of the printing accuracy.

As a second part of this wish, please demonstrate the accuracy achieved with non-standard sized coupons. Specifically, coupons small than 50 microns by 50 microns and coupons larger than 500 microns by 500 microns. No statistical data is requested; track record demonstration is sufficient here.

Your description for this wish will be assessed on the achieved printing accuracy. Please include relevant statistical data and what process and material has been used to achieve the result. For the scoring, the printing accuracy of standard coupons will be weighed heavier than for the non-standard sized coupons.

The explanation may contain a maximum of 1 page A4 (single-sided). The Tenderer may substantiate his explanation with supporting annexes (e.g. photos, graphics, tables).

The content and the information provided are not without obligation, the execution of the contract must be in accordance with this and options offered will be part of the Agreement.

5.2.5 Bond force control (AC2.5)

See also 3.2 of Annex Technical specifications

Describe how the correct bond force is monitored in the tool, and to what extent can it be controlled.

Your description for this wish will be assessed on how the tool monitors bond force and the way it is controlled. How does the software adjust the bond force; please describe whether it is fully automated or user interference is required to adjust.

The explanation may contain a maximum of 1 page A4 (single-sided). The Tenderer may substantiate his explanation with supporting annexes (e.g. photos, graphics, tables).

The content and the information provided are not without obligation, the execution of the contract must be in accordance with this and options offered will be part of the Agreement.

5.2.6 Stamp cleaning (AC2.6)

See also 3.8 of Annex Technical specifications

Describe how the stamp cleaning is implemented.

Your description for this wish will be assessed on the physical implementation of the stamp cleaning and how the stamp cleaning is implemented in the software. Please include whether it is automated and how the software plans for stamp cleaning.

The explanation may contain a maximum of 1 page A4 (single-sided). The Tenderer may substantiate his explanation with supporting annexes (e.g. photos, graphics, tables).

The content and the information provided are not without obligation, the execution of the contract must be in accordance with this and options offered will be part of the Agreement.

5.3 Assessment

AC1 - Price

Assessment of the award criterion Price (G1) takes place under the direction of the Procurement Department of the Contracting Authority.

AC2 - Quality

Assessment of the qualitative assessment criteria is undertaken by an assessment committee, in which in any event the following are represented: members of the Faculty.

Determination of score AC2.2 through AC2.6

The assessment committee gives its view on the basis of expert opinion and a comparison of the Proposals received. The assessors will assess and appraise the (sub) criteria by means of a rating figure ranging from 0 to 10, whereby 0 = extremely poor, 6 = sufficient and 10 = excellent. Individual ratings are expressed in whole figures.

Rating figure	description
0	no input
1	very bad
2	bad
3	poor
4	insufficient
5	moderate / weak

6	sufficient
7	more than sufficient
8	good
9	very good
10	excellent

Individual ratings are expressed in whole figures.

The assessors base their ratings on the overall picture for each award criterion. The parts for each criterion and the accompanying elements referred to are only listed in explanation for the benefit of the Tenderer and cannot be viewed as further “sub-criteria”. The listed subject matters and elements are not included in order of importance and are also not exhaustive.

The individual ratings are subsequently discussed in a plenary meeting after which individual ratings can possibly still be adjusted.

The ratings allocated by the assessors to each (sub) criterion are added up and subsequently averaged. This results in an average rating for each (sub) criterion. Finally, the average rating point for each sub-criterion is multiplied with the stated weighting factor.

Calculation example

The calculation of the points score for Wish AC2.2 Control software of the tool functions will take place as follows;

Ratings given by individual assessors:	6.0, 7.0, and 8.0
Average rating	$21/3=7$
Points score	$7/10 * 20 = 14$
In this example the score for Wish AC2.2 = 14 points	

After this, all point scores for all Wishes are added up and there follows a total points score for the Award Criterion Quality (G2).

Determination of total score

Finally, the achieved points scores of the Award Criterion Price (G1) and Quality (AC2) are added up. The Tenderer who after the point allocation achieved the highest overall total score will be considered by the Contracting Authority as the Tenderer with the Most Economically Advantageous Proposal from the point of view of the Contracting Authority.

After the assessment, the Tenderers will receive notification about the intended award and the intended rejections. The Tenderer cannot derive rights from the intended award in respect of the final award.

If it turns out that there have been invalid Proposal(s) that could influence the ranking of the party eligible for award, a reassessment will take place.

6 TECHNICAL SPECIFICATIONS

See separate Annex 'Technical specifications'.

6.1 Technical specifications

The following chapters describe the specific requirements. The Annex 'Technical specifications' has been attached regarding the laid down mandatory requirements in which Tenderers must confirm that Tenderers unconditionally meet the specific mandatory requirements.

Note: The Technical Specification mentioned in this Annex may be amended by the Contracting Authority, as referred to in paragraph 3.6 of this Request for Proposal. Tenderers will be informed of any amendments to the Technical Specification by means of the Memorandum of Information. After the final Memorandum of Information is published, the Request for Proposal including any amendments as they stand at that moment become the final version.

FIRST: The tenderer must agree and comply with this final version by answer the question with **"Yes or No" in that document**, whereby the tenderer declares to fulfil this award requirement completely.

SECONDLY: In addition, the tenderer must indicate in Annex Technical specifications of this request for proposal that it complies with the relevant requirement with comments if applicable.

Further, Annex Technical specifications contains wishes marked with W. Tenderers which meet the mandatory requirements shall be evaluated based on the data provided concerning the Wishes on the degree in which they meet the Wishes compared to the other Tenderers.

6.2 Factory acceptance test (FAT)

The following mandatory items must be demonstrated during the factory acceptance test at the supplier's factory site:

- The instrument will be inspected for damages;
- Proper functioning of the instrument will be verified according to the Technical specifications;
- All specifications that were offered will be checked;
- The presence and quality of provided documentation will be verified.
- Supplier must demonstrate transfer printing of at least:
 - Single or array coupon print with specified 3 sigma accuracy in 5.2.4; printing yield of 95+% over at least 100 prints.

The demonstration can be carried out live or through video-call. To be agreed later by the supplier and TU Eindhoven.

6.3 Site acceptance test (SAT)

The following mandatory items must be demonstrated during the site acceptance test at the Eindhoven University:

- The instrument will be inspected for damages;
- Proper functioning of the instrument will be verified according to the Technical specifications;
- All specifications that were offered will be checked;
- The presence and quality of provided documentation will be verified.
- Supplier must demonstrate transfer printing of at least:
 - Single coupon print with specified 3 sigma accuracy in 5.2.4; printing yield of 95+% over at least 100 prints.
 - Array printing of at least 2 by 2 with specified 3 sigma accuracy in 5.2.4; printing yield of 95+% over at least 100 prints.

6.4 Financial aspects

Payment of the Purchase price shall occur upon the attaining of the milestone given in the table below and upon bank guaranty, see also agreement.

	Milestone	Percentage of the total of the Purchase price
1	Upon ordering against bank guaranty	40%
2	After successfully completed Factory Acceptance Test	20%
3	After Delivery of all workflow components	30%
4	After successfully completed Site Acceptance Test	10%

Payment of the support, if applicable, shall occur on a monthly basis after delivered support.

Annex: CHECKLIST

Separate document.

Annex: GLOSSARY

A list of definitions of a number of terms that are capitalised in the Request for Proposal is presented below. Defined definitions may be used both in the singular and the plural.

Tendering Documents: All documents in the Tendering Procedure provided by the Contracting Authority.

Tendering Procedure: The procedure as set out in paragraph 2.1 of this Request for Proposal.

Annex: An Annex to this Request for Proposal. The Annexes form an integral part of the Tendering Documents.

Campus: University site containing facilities for students and employees.

Days: Calendar Days.

Request for Proposal: Tendering document containing the conditions/provisions for the Proposal, as well as the award method of this Tendering Procedure. In addition, the Request for Proposal contains Annexes such as an Agreement on the basis on which a Proposal must be submitted.

Tenderer: An economic operator having submitted a Proposal.

Proposal: The offer submitted by the Tenderer for the performance of the Contract on the basis of the conditions included in the Request for Proposal.

Tender Form: The Tender Forms and other information as indicated in the Annex to this Request for Proposal.

Tendered: The digital tendering platform on which this Tendering Procedure is carried out and which is used to exchange information.

Memorandum of Information: Information memorandum in which the Contracting Authority replies to anonymised questions asked by businesses and in which extra information may be provided if necessary.

Contract: A public contract as referred to in the (amended) Public Procurement Act 2012 related to the Micro Transfer Printing tool for the Contracting Authority, as described in this Request for Proposal.

Contracting Authority: The Contracting Authority is Technische Universiteit Eindhoven. The abbreviation TU/e and the English translation Eindhoven University of Technology, are also used in the Tendering Documents.

Contractor: The Tenderer to whom the Contract shall be awarded.

Agreement: The agreement (including annexes) between the Contracting Authority and the Contractor setting out the terms and conditions under which the Contract is to be carried out by the Contractor.

Writing: Every unit consisting of words or figures that can be read, reproduced and then notified, that may contain information transferred or saved by electronic means.

European Single Procurement Document (ESPD): The standard form for the Tenderer's Statement as referred to in section 2.84 of the (amended) Public Procurement Act 2012.

Annex: AGREEMENT

Separate document.

Annex: TENDER FORMS

Separate documents on Tendered, including the European Single Procurement Document, Reference form and the Price form.

Annex: TECHNICAL SPECIFICATIONS

Separate document