

Memorandum of Information

Clarification questions on Tender for an E-Beam Evaporator, Ref. 2021 FPL/INK 114 date 24-09-2021

No.	Section nr. / subject	Question	Answers
1	2.2.18 Terms and Conditions of Contract	<i>In the document it says: The Award of the Contract is to be effected by means of: •The Purchase Order/Agreement entitled the draft version of which is included as Appendix C02. However Appendix C02 is the General Purchase Conditions. Can you please send us a Draft Contract, as mentioned above?</i>	This is a mistake in the document, no draft contract will be provided. Mentions of the draft contract in sections 2.2.18, 2.3, 8 and 8.8 can be disregarded. The Award of the Contract is to be effected by means of a formal Purchase Order and TNO's General Terms and Conditions of Procurement, version June 2014, as included as Appendix C02.
2	5.2.2.1 Reference projects	Our specs match your requirements. As for our references, the systems due to dates and/or substrate size do not match exactly your requirements, can we submit them and qualify or not?	If the references do not match our requirements, your submission will not be qualified. It is important to note however, that a single reference could be used to demonstrate multiple core competencies.
3	5.2.2.1 Reference projects	<i>Can you accept if the reference projects were completed 3 years ago (project finalised 20/06/2019)?</i>	Yes, the finalized project may be completed within the last 3 years, if the company can prove that it is still actively working in the business of e-beam evaporators.
4	8.2 Aspect Process Chamber	<i>Concerning integrated heating system for wall bake-out, does TNO expect chamber wall heating by hot water? If so, is hot water available at your facility?</i>	In general: chamber wall heating by hot water (around 60oC) is accepted. However, hot water is not facilitated at our location. Cold water connection is present.
5	8.2 Aspect Process Chamber	<i>What are the requirements for documentation regarding the chamber cleaning/particle generation?</i>	Minimalization of particle generation is very important for TNO and for this reason, TNO seeks for a solution and thus additional data on the generation of particles of rotating and moving parts, and their deposition onto the substrate has our preference. In this respect, Tenderer must elaborate on the following subjects: •Describe how Tenderer envisions the sources of particles and other kind of contamination in the process chamber •Describe how Tenderer envisages the measures to be taken to avoid particles generation and cross-contamination •Describe the cleaning procedures and cleaning frequency as envisaged by the Tenderer •Describe how Tenderer envisages the process parameters that can lead to more (or less) particles
6	8.2 Aspect Process Chamber	In the documentation it says: The process chamber is a UHV compatible stainless-steel chamber and metal parts, like screws, bolts also from stainless steel. The requirements further state to reach an ultimate pressure of < 10-7mbar Our system design has a chamber with welded side panels but will come with a non metal o-ring for the door. We can reach pressures < 10-7 mbar with that, no problem. Is the use of a non metal o-ring for the door allowed?	The use of vacuum o-ring seals which are made of a non-metallic o-ring is, for sure, permitted (e.g. Viton), provided that an ultimate pressure of < 10-7mbar is reached
7	8.8 Aspect Delivery/Service	Is the delivery time within 7 months (mentioned in Appendix CA04 under Preference 8.8.9) mandatory?	Yes, in accordance with requirement 8.8.8, delivery shall take place within 7 months.
8	9 Appendices	Regarding Section 15.6 of the General Purchase Conditions, will TNO consider removing the penalties for delay? If they will not remove the penalties for delay, will TNO consider giving a grace period of four (4) weeks before such penalties start to apply? Will TNO also consider reducing the cap on those penalties from 10% to 5%?	In accordance with requirement 8.8.8, Section 15.6 of the General Purchase Conditions has been replaced with the following: <i>Not achieving the offered delivery time will lead to a penalty discount of 20% of the total order amount and shall be immediately due and payable and eligible for setoff and will replace clause 15.6 of the General Purchasing Conditions TNO - 2014.</i> TNO will not consider removing the penalties for delay.

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9	9 Appendices	Regarding Section 19.4 of the General Purchase Conditions, will TNO consider including an overall cap on the supplier's liability? Our proposal is an overall cap on liability not to exceed 100% of the Order value. The overall cap on liability would be inclusive of any penalties for delay but exclusive of any liability associated with supplier's willful misconduct, recklessness, breach of applicable law, or claims of personal injury or death caused by supplier.	With regards to Section 19.1, TNO is willing to put a cap on the supplier's liability to the amount of 300% of the order value. With regards to Section 19.4, no concessions will be made.
10	9 Appendices	RFQ page 38 (appendices). Appendix A06 does not exist?	Apologies, this was an oversight. Appendix A06 has now been added to the documents in TenderNed.
11	9 Appendices	RFQ page 38 (Appendices). In case the tenderer does NOT reply on any Third Parties, it wont be necessary to submit A02 (A01, A03, A04, A05 only)?	Correct, in this case only appendix A01, A03, A04, A05 and A06 have to be submitted.
12	9 Appendices	In the documentation there seems to be no Specific incoterms mentioned, but it does say this: Requirement 8.8.6: Delivery includes transport of the evaporator, unpacking and installation at the site..... So this would either be: 1.DPU incoterms 2020– we would unload (under incoterm) and take to their lab (under the contract), they would pay VAT + duties if applicable. 2.DDP incoterms 2020 – we would pay duties / VAT (under incoterm), they would unload, but we install at their place. Please confirm.	You'll find the applicable Incoterms in our General Purchasing Conditions, paragraph 13.1. Delivery takes place Delivered Duty Paid (D.D.P.), Incoterms 2020