

Information Notice number four

Reference: WS2640025684 Plasma Set-up 2 - InP ICP etch

Introduction

- This Information Notice forms part of the European open Tender procedure under TNO reference number WS2640025684.
- This Information Notice provides a record of the questions submitted by the Tenderers up to and including 15-12-2025 and the answers provided by TNO.
- If Tenderers have asked questions of similar nature, all such questions have nevertheless been included in this Information Notice and answered separately. This may result in repetition of information.
- Where a company name was mentioned in a question, it has been replaced by another word or term to anonymize the questions.
- TNO advises you to read the entire Information Notice.
- All information in the Information Notice is classified as Confidential and may only be used for the purpose of submitting a Tender for this procurement.
- The Information Notice has been made available on TenderNed through publication at www.tenderned.nl and added as a document.

The Information Notice serves to provide any additions/changes to the Tender Documents and to communicate announcements from TNO.

Where further clarification of the requirements is provided, this must be taken into account when answering Annex A04 at the time of when compiling the tender. If, for example an alternative is accepted in the Information Notice, Annex A04 will not be revised. The tenderer can answer the question for compliancy with "yes" in both cases (compliancy to the original requirement or compliancy to the alternative). In case a requirement no longer applies, leave the check box in Annex A04 on "select".

Nr	Subject	Question	Answer
1	Annex C02	<i>Incoterms (Paragraph 5). This states that the Incoterm will be DDP.</i> <i>Since we aren't VAT-registered in the Netherlands we are not eligible for VAT reclaim.</i> <i>Instead we propose DAP terms. Would this be acceptable?</i>	No, DDP remains the required Incoterm as stated in the Tender. Under DDP, the Tenderer is responsible for delivering the goods to the agreed destination, including all costs for transportation, import duties, and taxes. This ensures full delivery responsibility and cost transparency for the buyer. Tenderers who are not VAT-registered in the Netherlands can appoint a Dutch fiscal representative (broker). This representative can: - Act as the importer on your behalf. - Apply the Dutch VAT deferment scheme (Article 23 license), which allows import VAT to be accounted for in the VAT return rather than paid upfront at customs. - Ensure that VAT is properly reclaimed or neutralized, avoiding additional cost for the seller.
2	Annex C02	<i>Payment (Paragraph 6). The bank guarantee needs to be clearly stated when it is retired with no ambiguity. Expectation, upon tool delivery</i>	The second Information Notice says the bank guarantee has to stay valid until TNO Management and Procurement approve the SAT. Your company will also find this mentioned in the new Annex C02, released with the third Information Notice.
3	Annex C03	<i>Warranty (Paragraph 6.1) - warranty exclusions:</i> • <i>Where the defect is caused by fire, accident, misuse, neglect, incorrect installation by TNO or its customers, agents or servants, unauthorised alteration, repair or maintenance or the use of sub-standard consumables and has not arisen from fair wear and tear;</i> • <i>The defect has arisen from any design, specification, component or material supplied by or on behalf of TNO;</i>	Supplier shall remain responsible for delivering goods/services that conform to the Agreement and applicable law. Warranty exclusions apply only where the defect is directly and solely caused by: (a) improper use contrary to documented instructions; (b) unauthorized modifications by TNO without Supplier's consent; (c) installation performed by TNO without following Supplier's written guidelines. Exclusions shall not apply if Supplier failed to provide adequate instructions or warnings regarding design feasibility or installation requirements.

4	Annex A04c	<i>R-5000-005: Can you agree to etch (depth and CD) non-uniformity of <+/-3%?</i>	No, for etch depth the minimum non-uniformity is already given by the maximum lag or footing of < 50 nm. On a 2100 nm deep etch this is already < 2.5%. For CD non-uniformity TNO can also not go above < 2%.
5	Annex A04c	<i>R-5000-010: Can you agree to etch (depth and CD) non-uniformity of <+/-3%?</i>	For the deep etch TNO can relax this specification to < 3%. For CD non-uniformity TNO can not go above < 2%.
6	Annex A04c	<i>R-5000-015: Can you agree to etch (depth and CD) non-uniformity of <+/-3%?</i>	For the deep etch TNO can relax this specification to < 3%. For CD non-uniformity TNO can not go above < 2%.
7	Annex A04c	<i>R-5000-025: Can you agree to the use of HBr?</i>	Yes, we can agree with the use of HBr, provided that the tenderer can meet all the other requirements with a different etch chemistry.