

Introduction

- This Information Notice forms part of the European open Tender procedure for a Critical Dimension Scanning Electron Microscope, published on 27-10-2025. under TNO reference number WS2640011620.
- This Information Notice provides a record of the questions submitted by the Tenderers up to and including 24-11-2025 and the answers provided by TNO.
- The Information Notice serves to provide any additions/changes to the Tender Documents and to communicate announcements from 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- Where a company name was mentioned in a question, it has been replaced by another word or term to anonymize the questions.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 following (revised) documents have been published with this Information Notice:

- Annex C02 v2 (A wrong naming of the equipment in article 4 has been solved).

Nr	Subject	Question	Answer
1	Annex A04	R-1000-005: Please provide specification of flat/notch for your Si wafers, too.	For Si wafers, also assume alignment on notch, the same as for the InP wafers.
2	Annex A04	R-1000-065: How should the field distortion be determined/tested? We could scan a dense array of contact holes and overlay the theoretical feature placement grid onto these images. But we do not have an automated algorithm to determine the deviations. Would that method suffice?	The proposed test method is acceptable.
3	Annex A04	R-1000-075: Are the requirements related to the optical microscope/imaging itself or the result of optical wafer alignment?	It should be the result of both the tolerance on optical wafer alignment and the capability of the microscope/imaging system. If the wafer alignment reproducibility is higher, then a smaller field of view is acceptable.
4	Annex A04	R-1000-80+85: We may not fully understand the requirement of "accuracy shall exceed the capture range", please elaborate. Our tentative understanding is that you want the ebeam autofocus to work successfully (has enough range) after the optical Z-Sensor has determined the position of the wafer surface accurately.	The understanding is correct.
5	Annex A04	R-1000-090: How will the true/accurate dimension (width?) of the waveguide be determined?	TNO shall look for a reference sample. TNO is open for suggestions by your company
6	Annex A04	R-2000-010: We think you wanted to write "shall NOT degrade". Please confirm.	Correct, this is a typing error in the specifications of TNO

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7	Annex A04	R-2000-020: Will TNO provide Supplier with a full cassette of 6" wafers for FAT and SAT?	Yes, TNO does.
8	Annex A04	R-2300-??? : "Grounded hooks for ... accessible high voltage" We think that this requirement is not applicable to a CDSEM. Maybe it should have been deleted from the list (does not have an R-number)?	This requirement is not applicable. Please leave the answering field to this requirement in Annex A04 on "select".
9	Annex A04	R-4000-005: R-4000-015 does not exist. Annex05 (referenced in section 1.5 of the procurement guide) is not yet provided.	Annex A04 version 2, with the missing R-4000-015, is already published. Annex A05 is already published which Tenderer can use or replace by Tenderer's own format.
10	Pr. Guide 2.2.18	"Contract entitled 'PURCHASE AGREEMENT TNO – [name Contractor], the draft version of which is included in Annex C02" is missing.	Annex C02 is already published.
11	Pr. Guide 2.3	Annex C02 is missing.	Annex C02 is already published.
12	Pr. Guide 2.5.1	Annex A05 is missing.	See our answer to question number 9.
13	Pr. Guide 2.5.1	There is no section 2.109(a) in this document.	Section 2.109a Aw refers to the Dutch Public Procurement Act. The content of this article is laid down in that law itself, not in this Tender.
14	Annex C03	3.7 In case of discovered inaccuracies in documents/specifications: "The Supplier carries out any changes requested before the Delivery Time." We think that TNO wants the inaccuracies in documents/specifications resolved before delivery time (reasonable request, we can comply to). But "carrying out ANY changes requested" is too vague for us to comply to. Please rephrase/clarify your request.	Annex C03 will be changed on this point: "Supplier carries out any changes related to inaccuracies requested before the Delivery Time." At awarding the Agreement, an amendment will be attached to Annex C03.

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15	Annex C03	6.1b Warranty "Supplier warrants ...that, if the Performance concerns an Item, this Item is new, belongs to the Supplier in full ownership, ..." Doesn't this contradict transfer of item/system-ownership to TNO as specified in section 12.1 of Annex C03? Please check and clarify.	Although at first glance the warranty clause and the ownership transfer clause may appear contradictory, they are in fact complementary. The warranty provision ensures that, at the time of delivery, Supplier holds full and unencumbered title to the goods and is legally capable of transferring ownership. The transfer of ownership clause, on the other hand, determines the precise moment when title passes to TNO—whether upon delivery, upon first payment, or upon any payment, with advance delivery where necessary. Together, these provisions safeguard TNO against third-party claims and guarantee that Supplier can validly effect the transfer of ownership under the agreed conditions.
16	Pr. Guide 2.2.4	Precedence of Procurement Documents is not conclusive/complete. E.g. Annex C03 Section 11.1 specifies that the Price will be paid to supplier after acceptance, while Annex A04 R-3000-020 specifies 30% after PO 70% after Acceptance.	In Annex C02 it is determined that Annex C02 takes precedence over Annex C03. The payment schedule of A04 is mentioned in C02.
17	Annex C03	21.5 "The rights and claims referred to in this clause 22 may be exercised as alternatives or additions to the rights and claims in clause 23" seems to contain the wrong clause number(s). It should probably refer to clause 21 (Non compliance) itself and clause 22 (Liability)? Please check and clarify/correct.	Correct, this is a typing error in our annex

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18	Annex C03	22.3 "If a third party makes a claim against TNO or its staff..., the Supplier is obliged, in addition to the indemnification pursuant to clause 23.2[proof of insurance]" This should probably relate to clause 22.2 [claims of 3rd parties related to performance] instead. Please confirm.	Correct, this is a typing error in our annex
19	Annex C03	22.3 If a third party makes a claim against TNO or its staff in respect of any infringement of IP rights of these third parties, including similar claims in respect of knowledge, unlawful competition and similar, the Supplier is obliged, in addition to the indemnification pursuant to clause 23.2[22.2]" Why should Supplier be responsible for any/all 3rd party claims NOT relating to Suppliers performance/goods? Insertion of "by Supplier" after "third parties" would clarify what is probably intended by TNO.	The intent of clause 22.3 is to ensure that any risk of third-party IP infringement arising from Supplier's goods, services, or actions is borne by Supplier. TNO can face claims simply because TNO uses whatever Supplier provides, even though TNO has no control over the origin or legality of that material. Therefore, Supplier should guarantee that its deliverables do not infringe third-party rights and indemnifies TNO against such claims. This does not make Supplier liable for unrelated claims; it only applies where the infringement is related to Supplier's performance.
20	Annex C03	23.2 and 23.2 should refer to 23.1 instead of 24.1? Please check and confirm.	Correct, this is a typing error in our annex for clause 23.2. and 23.3
21	Annex C03	24.3 24.4: The numbers of referenced clauses seem to be off by 1, should be 24.X instead of 25.X. Please check and confirm.	Correct, this is a typing error in our annex
22	Annex C03	25.1 "... (as described in clause 25), should refer to clause 24 instead. Please check and confirm.	Correct, this is a typing error in our annex
23	Annex C03	25.5 References should be to clause 24.X instead of 25.X. Please check and confirm.	Correct, this is a typing error in our annex

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24	Annex C03	19.3g [Supplier] "shall pursue an active climate policy in line with the Paris Agreement with a concrete date for achieving climate neutrality" Hitachi pursues an active policy for minimizing its impact on the environment and reports the progress/development here: https://www.hitachi.com/en/sustainability/download/ But there is too much at stake for us to answer this request with a simple Yes (we may be penalized by TNO if we cannot prove it) or No (we cannot participate in tender). E.g.: How is "climate neutrality" of a company defined and measured/verified? Please try to rephrase this requirement accordingly.	"In line with" is to be understood as "in accordance with the goal". The information your organization communicates on the corporate website, is sufficient in TNO's view.
25	Annex C03	19.3h [Supplier] "shall have in place a sustainable procurement policy in accordance with ISO 20400" Hitachi pursues a policy for sustainable procurement and reports the progress/development here (on pages 97-101): https://www.hitachi.com/content/dam/hitachi/global/en/sustainability/media/download/en_sustainability2025.pdf But our approach may not be 100% "in accordance with ISO 20400" and we are not certified for ISO 20400. If TNO wants us to participate in that tender, please revise this clause accordingly.	"In accordance with" is to be understood as "in accordance with the goal". The information which Tenderer communicates on their corporate website, is sufficient in TNO's view.

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26	Annex A02	"Reference for core competence 2: The tenderer demonstratively possesses the capability to develop and implement effective maintenance service tailored to the requirements of metrology for large-scale production of Indium Phosphide (InP) components" seems overly specific to us. Please acknowledge that there are not too many facilities for large-scale production of InP components. From a service point of view, the type of wafers does not make much of a difference, too. Also, all of our industrial customers have NDAs in place that make it nearly impossible for us to disclose their names/contacts/details to a third party. Our company provides service and maintenance for several large-scale semiconductor companies, each using a large fleet of our CDSEMs, in Europe and worldwide.	TNO can be flexible on the "large-scale production" part, but otherwise the Tenderer needs to adhere to the requirement on capabilities in executing maintenance services on InP components. TNO's requirement is to verify capabilities and experience from other clients of Tenderer with working on 6"inch wafer technology and TNO does understand that confidential topics cannot be discussed.
27	Pr. Guide 2 .2.10	Reliance on 3rd parties: Our European division (providing sales and service) is essentially and obviously relying on Headquarters as a designer/manufacturer of the goods we sell. Getting Headquarters to sign ESPD and agree to all relevant tender documents, finally also being directly liable for performance of the agreements with TNO may be possible but it will certainly be difficult and take a long time. But the applicability of that clause does not stop there, since a CDSEM is a very complex machinery relying on a lot of special components from other vendors (e.g. load ports) that are not easily replaceable/exchangeable. Getting those 2nd order 3rd parties directly involved in tenders is impossible for us. Please review/change or remove this requirement.	If the European division is a representative of Headquarters in a legal sence with a mandate to commit to obligations on behalf of Headquarters, the European division can sign the ESPD. Concerning Tenderer's remarks on the supply chain: these are Tenderer's subcontracters in a general sence, not necessarily meaning that Tenderer has to rely on their competences in order to be able to execute the Agreement. If that is not the case, there is no need for your suppliers to sign an ESPD. Be aware although that your company is the entity that is responsible for the Product as it is sold to TNO.

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28	Annex C03	12. Transfer of ownership from us to our customers usually happens only after the signing of acceptance and having received the final payment. If TNO is concerned about losing its advance payments, we can provide a bank guarantee to cover that risk. Please let us know if that would satisfy TNO and/or change the clause accordingly.	According to Annex C02 (Payment Terms), a bank guarantee is already required to cover the risk of advance payments. The Tenderer's proposal aligns with these provisions. TNO can agree to transfer of ownership only after full payment, provided that the bank guarantee is issued in accordance with Annex C02 and remains valid until acceptance has taken place. In that case, the clause does not need to be materially changed, as TNO's interests are already safeguarded.
29	Annex C03	12. Transfer of risk (when shipping DDP) usually happens after the goods are unloaded from the truck on customer premises, basically in line with clause 8.2 (delivery). We need to know before submitting our offer when exactly the risk is going to be transferred. Please review/clarify/change the related clauses.	Risk transfer to TNO will follow Incoterms DDP 2020, which means the risk passes to TNO when the goods are delivered and made available at the named place of destination, ready for unloading.
30	Pr. Guide 6.1	Fictitious deductions P025/30/35/40 (20% in total) are listed here but do not exist in Annex A04 or elsewhere. Please clarify.	Annex A04 with the missing preferences P25 - P40 is already published.

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31	Annex C03	22.X These clauses would allow TNO to hold the Supplier liable for indirect [22.1/2] and even unrelated [22.3] damages which are essentially unlimited. E.g. loss of profit or damages/claims arising from the 3rd parties using malfunctioning components made by TNO with our metrology/CDSEM. We are willing to protect TNO from damages directly relating to us, like lack of performance or 3rd party claims of IP/patent-infringements in our performance. But we must not take on unrelated and/or unlimited risks for a limited business. Please revise those clauses accordingly.	The purpose of these provisions is to ensure that TNO is protected against risks arising from the Supplier's own performance under the Agreement. Regarding clause 22.1: The Supplier is liable to TNO for all direct damages suffered or to be suffered by TNO in connection with non-performance, inadequate performance, or late performance of its obligations under the Agreement, as well as for any Defect. The total aggregate liability of Supplier on any and all legal grounds is limited to twice the amount of the price that TNO has to pay for the Performance. Except in cases of gross negligence, willful misconduct, or where liability cannot be limited under statutory law, Supplier shall not be liable for any indirect, incidental, consequential, punitive, or special damages or loss of profits under or in connection with this Agreement, even if advised of the possibility of such damages. For the avoidance of doubt, these restrictions and limitations also apply to Supplier's vicarious agents (including employees, directors, board members, agents, or subcontractors). Regarding clause 22.3: This clause is intended to cover third-party IP infringement claims that arise from Supplier's goods, services, or actions. It does not make Supplier liable for unrelated claims. If helpful, TNO is willing to clarify the wording to reflect that liability applies only where the infringement is connected to Supplier's performance.

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32	Pr. Guide 1.2	Do you use our product in your military and defense sector? If yes, please provide us with more details about its intended use. If no, please sign and return the (attached) Letter of Assurance document. We need clarification or the signed LoA before we can participate in your tender.	The CD SEM will not be used directly in the military or defense sector. The pilot line, once operational, will serve as both a test environment and a production facility to enable large-scale manufacturing of advanced Indium Phosphide (InP) photonic chips on 6-inch wafers. TNO's objective is to develop and share knowledge and technology to foster innovation within the Dutch and European industries. It is designed to bridge the gap between research and industrial production, focusing on InP photonic chips. Operating at a 6-inch wafer scale allows the pilot line to produce significantly more chips per wafer, making industrial production more efficient and cost-effective. The chips produced are subject to Dutch export regulations, which prohibit support for entities that pose a threat to international peace or security. While these chips may potentially be used by Dutch Defense or Intelligence Services, such use falls under the control of the Dutch government. A signed Letter of Assurance can be provided after and if the contract has been awarded to your company.
33	Annex A04	R-1000-010 Our product features a range of landing energy between 300eV to 1600eV. If you want our company to be included in your assessment, please revise this requirement.	The upper boundary of 600eV is acceptable Tenderer can answer "yes" to this requirement in Annex A04.
34	Annex A04	R-1000-050 Our product supports automation via SECS/GEM (e.g. CJM/PJM etc.) but does not feature recipe (process program upload/download) management via SECS/GEM. If you want our company to be included in your assessment, please revise this requirement.	The requirement to download recipes via SECS/GEM is hereby cancelled. Please leave the answer to this requirement in Annex A04 on "select". TNO will regard this as being compliant to the requirement.

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35	Annex C02	Article 4 contains the wrong article tekst	The correct text in article 4 is "Goods".
36	Pr Guide 2.1	Time before deadline of submission (on December 8th) is very short and we have to align with our mother-company on most topics/decisions.	Considering our own thight schedule for the total procurement plan, we wil postpone the sumission date (and consequently following dates) by 7 calender days.