

Information Notice #1

within the framework of the European open tender procedure for
a Lithography FIB system (a two-beam (focused ion beam (FIB)
/focused electron beam)) - Dual-beam FIB/SEM system

Guide number : WS2715368683

Date : 11-02-2026

1. Introduction

This Information Notice forms part of the European open Tender procedure for a non-contact optical profiler system, published on [date] under TNO reference number **WS2715368683**.

This Information Notice provides a record of the questions submitted by the Tenderers up to and including [date] 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Where a company name was mentioned in a question, it has been replaced by another word or term to anonymize the questions.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 are made available on TenderNed through publication at www.tenderned.nl and added as a document.

1. Questions and Answers

Question No.	Chapter No. / Subject (drop-down menu)	Question	TNO Answer
1.	8-Programme of Requirements and Preferences	<p>Regarding software updates: (8.420.025): "minimum expected lifetime of the system" is not a defined term.</p> <p>Is it agreeable for the purpose of this tender to set this period to 8 years counting from the day of tool acceptance?</p>	<p>Given the absence of an official industry standard, and based on commonly accepted economic lifetimes for high-end laboratory equipment, TNO considers it acceptable to apply a minimum expected lifetime of eight years for this tender, counted from the date of tool acceptance by TNO.</p> <p>However, TNO would appreciate hearing how you intend to ensure the continued provision of the necessary OEM service and software support beyond this period, especially since TNO typically applies a minimum expected lifetime of the system of ten years.</p>
2.	8-Programme of Requirements and Preferences	<p>Regarding software upgrades: (8.420.030): "period of x year" is not a defined term.</p> <p>Is it agreeable for the purpose of this tender to set this period to 4 years (i.e. x=4) counting from the day of tool acceptance?</p>	Accepted by TNO.
3.	1.5-Current situation, vision of future situation	<p>1.5 Maintenance/Services Contract: There is mentioned a "closed-cycle refrigerator FIB-SEM system" on page 8. Please confirm that the requested system has no relation to such (different) system type.</p>	<p>This is a typographical error. Where paragraph 1.5 states "closed-cycle refrigerator FIB-SEM system", this should be read as "Dual-beam FIB/SEM system."</p>
4.	1.5-Current situation, vision of future situation	<p>1.5 Maintenance/Services Contract: There is mentioned: "TNO has divided maintenance/services into two types, being 'basic' and 'all-inclusive'. The price for the various options for maintenance/services must be submitted by the Tenderer in Annex A03. These quoted prices shall be fixed, and no indexation should take place the first 2 years after the final acceptance of the FIB-SEM by</p>	<p>TNO hereby clarifies the interpretation of the maintenance and services pricing conditions referenced in Section 1.5 of the Procurement Documents.</p> <p>TNO distinguishes two types of maintenance and services contracts: basic and all-inclusive. Tenderers are required to submit their prices for both contract types in Annex A03 (Price</p>

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		<p>TNO."</p> <p>Is the understanding correct, that TNO keeps the right to place an order for the quoted services in Annex 03 (sheet 3= price page, line number 3 to 13) any time at the quoted prices within the first two years after tool acceptance? What would be the payment conditions for this separately ordered service contracts?</p>	<p>Sheet). These prices must be offered as fixed amounts, and no indexation or price adjustment is permitted during the first two (2) years following the final acceptance of the FIB-SEM system by TNO.</p> <p>This means that all prices quoted in Annex A03 for maintenance and service options remain valid and unchanged throughout this two-year period. Within this period, TNO retains the right to place an order for any of the quoted maintenance or service options at the stated fixed prices. This interpretation aligns with questions raised by tenderers and the internal handling of those questions.</p> <p>Payment conditions for separately ordered maintenance or service contracts will follow TNO's applicable contractual and purchasing conditions, unless otherwise specified in the final contract award.</p>
5.	5.2.2.1-Reference projects	<p>Regarding core competence 5:</p> <p>Would TNO accept also a reference project for which application support elements as such were included (without a specific price portion reported for them), under the side condition that the total contract value exceeded €650,000 excl. VAT.</p>	<p>Yes, TNO can accept a reference project in which application support activities were included without a separately itemised price, provided that the total contract value exceeded €650,000 excluding VAT.</p>
6.	8-Programme of Requirements and Preferences	<p>Regarding Requirement 8.700.015</p> <p>On one side there is 30% payment at order "after receipt of a bank guarantee covering 30% of the total amount". On the other hand it is mentioned there: "The Tenderer to whom the Contract will be awarded must provide a bank guarantee to TNO, covering at least 40% of the total price." This seems to be a contradiction.</p>	<p>Thank you for pointing out the inconsistency. The reference to a bank guarantee covering 40% of the total price is indeed a typographical error.</p> <p>To clarify the correct scheme: Terms and conditions of payment</p>

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		<p>Please explain the scheme of required bank guarantees. Specifically confirm (if applicable) that bank guarantee(s) are requested with a total value exceeding the payment at order (aka pre-payment).</p>	<ul style="list-style-type: none"> - 30% at order, after receipt of a bank guarantee covering 30% of the total amount. - 50% after delivery at location TNO Delft, STW. At this moment, after a positive visual inspection of the delivered Item, TNO will return the bank guarantee. - 20% after installation and commissioning On-site and Site Acceptance Test (SAT), including test periods, approved by TNO, Management Quantum Technology and Procurement. <p>The Tenderer to whom the Contract will be awarded must provide a bank guarantee to TNO, covering at least 30% of the total price. The Bank guarantee and the bank who issues the Bank guarantee have to be approved by TNO (minimal A rating). TNO must have the right to draw the bank guarantee in any and all cases where Tenderer falls short in fulfilling its obligations under the Contract. The validity of the bank guarantee may not expire until approval of the SAT by TNO Management and Procurement.</p> <p>Alternatively to a bank guarantee, TNO also accepts a Parent Company Guarantee, in which the parent company agrees to the repayment of the progress payment in the event that tenderer, or wholly owned subsidiary, defaults on the supply of an FIB-SEM, which is the subject of this order.</p>
7.	9 - Annex C03	<p>Point 8.4. defines a penalty for late delivery. But the delivery time is not clearly defined. Could it be assumed that the "estimated duration" of the contract of "24 months" (as given in the tender announcement) is the maximum allowed delivery time (from date of contract to final acceptance on site)?</p>	<p>TNO expects Supplier to provide a realistic delivery schedule, one that Supplier can reasonably meet under normal circumstances.</p> <p>For the avoidance of doubt, the agreed delivery date is firm and binding. If delivery is not completed within the agreed timeframe</p>

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			<p>and at the agreed location, Supplier will be in default without the need for formal notice.</p> <p>However, should Supplier become aware that the agreed delivery date cannot be met due to unforeseen circumstances beyond Supplier's control, and Supplier informs TNO in writing, in a timely manner and with a substantiated explanation, TNO will not invoke this clause.</p> <p>Transparent, open, and honest communication with Supplier is of the utmost importance to TNO. Therefore, if Supplier anticipates any delay, we kindly request to be informed immediately. TNO, in turn, has obligations towards its own clients.</p>