

## **Information Notice #2**

**within the framework of the European open tender procedure for a Pouch  
Cell Assembly Line Turn-key Solution**

**Guide number** : WS2950546972

**Date** : 30-04-2026

## **1. Introduction**

This Information Notice forms part of the European open Tender procedure for a Pouch Cell Assembly Line Turn-key Solution, published on [date] under TNO reference number **WS2950546972**.

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Where a company name was mentioned in a question, it has been replaced by another word or term to anonymize the questions.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](http://www.tenderned.nl) and added as a document.

## **2. Additions / Amendments to the Tender Documents**

None, except for the additions and/or amendments explicitly described in Information Notice 1.

### 3. Questions and Answers

Question No.	Chapter No. / Subject (drop-down menu)	Question	TNO Answer
1.	5.2.1.1 - Insurance - 24	With regard to the insurance requirements, could you please clarify whether the insurance must be taken out with a Dutch insurer, or whether it is acceptable to obtain coverage from an insurer in the Tenderer's home country, provided that the coverage offers equivalent terms and conditions?	The insurance does not need to be taken out with a Dutch insurer. It is acceptable for the Tenderer to obtain the required insurance coverage from an insurer in the Tenderer's home country, provided that the insurance fully complies with all requirements as stated in the Tender guide, including the specified coverage types, minimum coverage amounts, duration, and evidence obligations.
2.	Annex A02	<p>CRITICAL DISCREPANCY – Annex A02 vs. Procurement Guide Section 5.2.2.1: The Procurement Guide (Section 5.2.2.1) defines Core Competence 1 as the ability to design, deliver, integrate, and commission a Turnkey Pouch Cell Assembly Line, with a minimum reference project value of €1,500,000 excl. VAT. However, Annex A02 describes Core Competence 1 as expertise in 'dual-beam FIB/SEM systems' with a minimum reference project value of only €650,000 excl. VAT. This appears to be a copy-paste error from another procurement procedure. Question: Which description and minimum contract value are binding for Core Competence 1? Please provide a corrected version of Annex A02. This part changed quite a lot and is one crucial factor for an SME.</p>	<p>Correct, and as mentioned in Information Notice 1, question number 5, TNO has inadvertently presented an incorrect version of Core Competence 1 in both its guideline and Annex A02.</p> <p>Below is the corrected and accurate representation of Core Competence 1.</p> <p>The Tenderer has demonstrable technical expertise in the design, manufacturing, and delivery of pouch cell assembly line turn-key solutions, including electrode notching, precise electrode sheets stacking, ultrasonic welding, laser welding, vision system competence, composite sealing, liquid dosing, degas and high vacuum technologies, particle control with competence in sustaining technical cleanliness in machinery work environment and automated solutions.</p> <p>Reference project: The Tenderer must have delivered a project that fulfils Core Competence 1 in the past 3 years from the date of Announcement of this Procurement Procedure and whose contract value was a minimum of € 2.000.000 excluding VAT. The project must have been delivered in accordance with the</p>

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			<p>conditions agreed at the time, including timely completion and adherence to the agreed budget.</p> <p>Annex A02 has been revised accordingly.</p>
3.	5.2.2.1	<p>Reference projects – Partial systems as evidence of Core Competence 1: If a Tenderer has not yet delivered a complete end-to-end Turnkey Pouch Cell Assembly Line as a single project, can a combination of reference projects covering individual process stations (e.g. notching, tab welding, pouch forming, electrolyte filling) cumulatively fulfil the requirements of Core Competence 1? Or is a single integrated turnkey project strictly required?</p>	<p>No. The submitted reference project must fully comply with the requirements of Core Competence 1, as set out in the tender documents.</p> <p>A combination of separate reference projects for sub-processes or individual stations cannot be accepted cumulatively to substantiate this core competence.</p>
4.	5.2.2.1	<p>Reference projects – Projects not yet fully completed: Can a project that has not yet been fully completed (e.g. Factory Acceptance Test (FAT) successfully passed but Site Acceptance Test (SAT) still pending) be cited as a reference project for Core Competence 1, provided the relevant deliverables have already been accepted?</p>	<p>No. A reference project can only be accepted if the project has been fully completed and delivered in accordance with the agreed contractual conditions. Projects that have not yet been fully completed, including projects for which the SAT has not yet been completed, are not eligible as a reference for Core Competence 1.</p>
5.	5.2.1.1	<p>Insurance – Sufficiency of Declaration of Readiness (Annex B03) at tender submission: Section 5.2.1.1 requires insurance coverage of at least €5,000,000 per occurrence and an annual aggregate of at least €10,000,000. If the Tenderer does not yet hold a policy meeting these requirements at the time of tender submission, is it sufficient to submit a Declaration of Readiness (Annex B03), and what is the exact deadline by which the insurance policy must be provided following the notification of the Award Decision?</p>	<p>Yes. If the Tenderer does not yet hold an insurance policy meeting the required coverage at the time of tender submission, submission of a validly completed Declaration of Readiness (Annex B03) is sufficient and acceptable at the tender stage (Section 5.2.1.1).</p> <p>After notification of the Intention to Award, the intended beneficiary must, at TNO's request and in accordance with Section 7.1, submit evidence of the required insurance (policy</p>

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			<p>or satisfactory insurer's statement) within seven (7) calendar days.</p> <p>If the Declaration of Readiness has been submitted instead of an insurance policy, TNO may enter into the Contract subject to a condition precedent (Section 7.2). In that case, the Contract will only be concluded after the Tenderer has provided the required insurance evidence within seven (7) calendar days following TNO's notification after expiry of the standstill period. Failure to provide the insurance within this timeframe will result in the Contract not being concluded.</p>
6.	5.2.1.1	<p>Insurance – Coverage through a parent company, affiliated entity or Third Party: Is it permissible to demonstrate the required insurance coverage (€5,000,000 per occurrence / €10,000,000 annual aggregate) through a parent company, affiliated entity, or a Third Party as referenced in Section 2.2.10, rather than holding an independent policy as the Tenderer itself?</p>	<p>Yes, this is permissible, provided that the insurance coverage demonstrably and legally extends to the Tenderer and covers the performance of the Contract without limitation.</p> <p>Where insurance coverage is provided through a parent company, affiliated entity, or Third Party, the Tenderer must demonstrate that it is jointly insured under the relevant policy or otherwise explicitly covered for the required risks and amounts. TNO must be able to verify, on the basis of the submitted policy documents or insurer's statements, that claims arising from the Tenderer's performance of the Contract are fully covered and enforceable.</p> <p>In addition, where reliance is placed on a Third Party within the meaning of Section 2.2.10, the Tenderer and the Third Party may be required to accept joint and several liability for obligations arising from the performance of the Contract. If such coverage or liability arrangement cannot be clearly and</p>

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			sufficiently demonstrated, the insurance requirement will be deemed not fulfilled.
7.	2.2.18 / Annex C02 Clause 7.2	Bank Guarantee – Acceptance of guarantees from non-Dutch banks: The Purchase and Supply Agreement (Annex C02, Clause 7.2) requires a bank guarantee covering 40% of the total contract value at order placement. Will TNO accept a bank guarantee issued by a foreign bank? Are there specific requirements regarding the credit rating or domicile of the issuing bank? Would an alternative form of financial security also be acceptable?	<p>Yes, a bank guarantee issued by a foreign bank may be accepted, subject to prior written approval by TNO.</p> <p>The issuing bank must have at least an A-rating (or equivalent) and be a reputable financial institution supervised within an EU/EEA jurisdiction or an equivalent regulatory framework. TNO reserves the right to assess the creditworthiness, enforceability, and practical drawability of the guarantee on a case-by-case basis before acceptance.</p> <p>As stated in Annex A04 (R-1000-280) and Annex C02, an alternative form of financial security, such as a Parent Company Guarantee, is explicitly acceptable. Other alternatives may be considered only with TNO's explicit prior approval, provided they offer equivalent legal certainty, unconditional enforceability, and protection of TNO's financial interests.</p>
8.	2.2.18 / Annex C03 Clause 17	Foreground IP – Scope of transfer to TNO: Clause 17 of the PC Goods 2025 (Annex C03) provides that all Foreground IP created within the scope of the Agreement is transferred to TNO. Does this transfer also extend to general technical improvements, software algorithms, or process optimisations that the Supplier develops in the course of this contract but which are also intended for use in the Supplier's other projects? Is it possible to limit the scope of the Foreground IP transfer exclusively to deliverables that are uniquely specific to TNO's requirements under this contract?	<p>Notwithstanding Clause 17 of the PC Goods 2025, the Parties acknowledge that, given the nature of this contract, it is highly unlikely that Foreground IP will be created.</p> <p>For the avoidance of doubt, general technical improvements, developed by the Supplier in the course of performing the contract, insofar as they are not uniquely specific to TNO's requirements and are intended for reuse in the Supplier's other projects, do not qualify as Foreground IP. Such developments qualify as Background IP, even if they are created during contract execution.</p>

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			<p>Only IP that is created within the scope of the Agreement and is uniquely specific to TNO's requirements qualifies as Foreground IP within the meaning of the PC Goods 2025. If, notwithstanding the above, the Supplier creates Foreground IP to which TNO has materially contributed, the Parties shall engage in good-faith discussions to determine appropriate ownership, licensing, or usage rights, in line with the PC Goods 2025.</p> <p>For clarity, all process-related Background IP, as well as any new process-related IP that does not constitute TNO-specific deliverables, shall remain with or vest in TNO only to the extent expressly provided for under the Agreement and the PC Goods 2025.</p>
9.	2.2.18 / Annex C03 Clause 16	<p>Background IP – Scope of the licence granted to TNO: Clause 16 of the PC Goods 2025 grants TNO a worldwide, unlimited, non-exclusive, transferable, perpetual and royalty-free licence to the Supplier's Background IP insofar as it is relevant to the Agreement. How is 'Background IP relevant to the Agreement' demarcated in practice? Does this licence extend to the Supplier's entire proprietary platform technology and know-how that existed prior to this contract, even where it is used only incidentally in the performance of the Agreement?</p>	<p>No. The licence granted to TNO under Clause 16 PC Goods 2025 is functionally limited and does not extend to the Supplier's entire pre-existing platform, technology or know-how as such.</p> <p>Under Clause 16.1, the licence applies only to that part of the Supplier's Background IP that is actually used to create the Performance or that is required to use the Performance delivered under the Agreement. The decisive criterion is necessity for creation or use of the contracted Performance, not mere presence or incidental internal use. Accordingly:</p>

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			<ul style="list-style-type: none"> <li>- Background IP that enables TNO to use, operate, maintain, modify or further deploy the delivered Performance falls within the scope of the licence.</li> <li>- Background IP that remains internal to the Supplier, such as generic platform components, development frameworks, tools or know-how that are only incidentally or indirectly used and not required for TNO's use of the Performance, is not licensed to TNO under Clause 16.</li> </ul> <p>The clause does not provide TNO with a blanket licence to all pre-existing proprietary technologies of the Supplier. Its scope is objectively delimited by functional relevance and necessity in relation to the agreed Performance.</p> <p>If the Supplier wishes to explicitly exclude certain Background IP from the licence (for example, core platform technology), this should be clearly identified and documented in the Agreement or Documentation, so that it can be distinguished from the licensed elements.</p>
10.	1.5	<p>Temporary storage – Maximum duration and cost allocation in case of prolonged facility delay: Section 1.5 and Annex C02 Clause 3.3 require the Supplier to arrange temporary storage of the delivered goods at no cost to TNO in the event of a facility readiness delay. Is there a maximum duration for this cost-free storage obligation? What contractual mechanism applies if the delay exceeds six months or twelve months? Are there provisions for renegotiation of delivery terms or any form of compensation for the Supplier in cases of prolonged delay?</p>	<p>No compensation is foreseen in case of delays related to the readiness of the facility. The supplier remains responsible for temporary storage of the equipment at no additional cost to TNO. Tenderers are required to incorporate sufficient flexibility in their planning. TNO may, subject to agreement, consider partially fulfilling a delivery-related payment obligation.</p> <p>TNO expects to have more clarity by the time the contract is awarded. These aspects will then be further detailed and coordinated with the bidder to whom TNO intends to award the contract.</p>

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11.	1.6.1 / 6.1.1	<p>Price fixation TP1 – Stability in case of extended delivery delay caused by facility readiness issues: If the delivery of the equipment is delayed by more than 12 months due to facility-readiness issues on TNO's side, does the TP1 price agreed at the time of tender submission remain irrevocably fixed? Given potential material cost inflation, component shortages, and currency fluctuations over such a period, is there any contractual provision that would allow a price adjustment in such circumstances?</p>	<p>Yes. The TP1 price as submitted with the Tender is firm, fixed, and remains fully binding, irrespective of the duration of any delivery delay resulting from facility-readiness issues on TNO's side.</p> <p>The Procurement Documents do not contain, nor will TNO introduce, any contractual provision that would allow price indexation, escalation, renegotiation, or other adjustment of the TP1 price due to material cost developments, supply chain constraints, inflation, or currency fluctuations. Tenderers are explicitly required to factor such risks into their TP1 pricing at the time of tender submission.</p> <p>Furthermore, TNO cannot allow price indexation or post-award price adjustments in this respect, as TP1 constitutes an award criterion on the basis of which tenders are evaluated and compared. Allowing any form of adjustment after tender submission or award would undermine the principles of transparency, equal treatment, and comparability of tenders.</p>
12.	8 / P-8000-030	<p>Technical requirement P-8000-030 – Scope of Solid-State future integration (178 points): P-8000-030 requires the system to accommodate future integration of solid electrolyte stacking and metallic lithium anode stacking. Does this requirement call for a purely structural and mechanical design preparation (reserved space, interface provisions, modular architecture), or does TNO expect functional, operable modules for solid electrolyte and metallic anode stacking to be offered as optional equipment at the time of tendering?</p>	<p>Structural and mechanical design allowed for further expansion. Module may be listed as optional or can be frozen on design phase. Reserved space, interface provisions, modular architecture and quotation shall be included.</p>

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13.	8 / P-8000-005	Technical requirement P-8000-005 – MES integration standards and existing infrastructure (89 points): P-8000-005 requires integration with MES systems for production data exchange. Does TNO/OBIC already operate a specific MES platform (e.g. SAP ME, Siemens Opcenter, or a custom solution) to which the assembly line must connect? Which communication protocols or data exchange standards are required or preferred (e.g. OPC UA, SECS/GEM, REST API, MQTT)?	TNO does not have any platform; it will be job from a scratch. Preferred is OPC-UA.
14.	1.6 / 6.1.1	Maintenance contract TP2 – Mandatory or optional for tender validity: The Purchase and Supply Agreement (Annex C02, Clause 3.4) describes the post-warranty Maintenance & Services Contract as being concluded 'at TNO's sole discretion'. Nevertheless, TP2 is listed as a separate scoring component in the award criterion (Section 6.1.1, 25 out of 100 price points). Is it mandatory for Tenderers to submit a complete maintenance concept and TP2 price proposal in order for the tender to be valid? Or may a Tenderer submit a valid tender without TP2 pricing?	<p>Submission of a complete maintenance and services concept, including TP2 pricing, is mandatory for the tender to be valid.</p> <p>Although the conclusion of the post-warranty Maintenance &amp; Services Contract is at TNO's discretion, TP2 forms an integral part of the award criterion for Price (Section 6.1.1) and must be completed in full in the Price Sheet (Annex A03). Failure to submit TP2 pricing and the associated maintenance concept will result in an incomplete Price Sheet and render the tender invalid.</p>
15.	5.2.3	Certificate of Conduct (GVA) – Equivalent documentation for non-Dutch companies: Section 7.1 requires a Certificate of Conduct for Procurement (GVA/ Gedragsverklaring Aanbesteden). As a foreign company, we cannot apply for a Dutch GVA. Which specific foreign documents or competent authorities are accepted as equivalent? Is a foreign GVA combined with a sworn declaration from a notary sufficient? What are the exact formal requirements for the substitute declaration?	<p>A foreign certificate of good conduct, even if accompanied by a sworn English translation, cannot automatically be regarded as substantively equivalent to a Dutch Declaration of Non-Exclusion (Gedragsverklaring Aanbesteden). This is because such foreign documents generally do not explicitly cover all mandatory and discretionary exclusion grounds as referred to in the Dutch Public Procurement Act 2012 and Directive 2014/24/EU.</p> <p>Pursuant to Article 2.89 of the Dutch Public Procurement Act 2012 and Article 60(2) of Directive 2014/24/EU, TNO accepts equivalent foreign documentary evidence, provided that it</p>

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			<p>demonstrates that no applicable exclusion grounds apply. Equivalence is assessed on a substantive basis, not on the formal name or structure of the document.</p> <p>Where a single foreign document does not fully cover all relevant exclusion grounds, TNO may accept a combination of documents, possibly supplemented by a declaration on honour. Such documentary evidence must demonstrate, in any event, that: (i) no relevant criminal convictions exist in relation to the undertaking or its relevant representatives, and (ii) no mandatory or discretionary exclusion grounds apply as referred to in Articles 2.86 and 2.87 of the Dutch Public Procurement Act 2012.</p> <p>For clarity, to comply on an equivalent basis with the Dutch GVA, a foreign tenderer must submit the following set of documents at the award or verification stage:</p> <p>A. Criminal records / trade register evidence An extract from the competent authority or trade register (where available) concerning:</p> <ul style="list-style-type: none"> <li>- the undertaking, and</li> <li>- the directors or persons with decision-making, control, or representative authority;</li> </ul> <p>issued recently (not older than six months).</p> <p>B. Fiscal and social security compliance</p> <ul style="list-style-type: none"> <li>- A statement from the competent foreign tax authority confirming that no tax arrears exist;</li> </ul>

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			<ul style="list-style-type: none"> <li>- A statement from the competent social security institution confirming that all required social security contributions have been paid.</li> </ul> <p>C. Declaration on honour (if required)</p> <p>If the documents under (A) and/or (B) do not exist or do not fully cover the relevant exclusion grounds, a declaration on honour is required. This declaration must:</p> <ul style="list-style-type: none"> <li>- be made before a notary, judicial authority, or other competent public authority in the country of establishment;</li> <li>- explicitly state that no exclusion grounds as referred to in Articles 2.86 and 2.87 of the Dutch Public Procurement Act 2012 apply;</li> <li>- explicitly state that all taxes and social security contributions have been duly paid.</li> </ul>
16.	- Annex A04 -	Throughput requirement R-1000-015 – Parallelisation and module integration to achieve target throughput: R-1000-015 specifies a throughput of 37 electrodes per minute. Is it permissible to achieve this throughput by parallelising multiple identical process modules rather than through a single high-speed station? Furthermore, may different process steps (e.g. notching and cutting) be combined within a single machine module, provided the overall throughput and quality requirements are met?	Yes, achieving the required throughput by parallelising multiple identical process modules is permissible, and different process steps may be integrated within a single machine module. This is acceptable provided that all requirements of R-1000-015 and related specifications are fully met.
17.	- Annex A04 -	Control system requirement R-1000-085 – Mandatory use of Siemens PLC or acceptance of equivalent platforms: R-1000-085 specifies a Siemens control system. Is the use of Siemens PLC hardware (e.g. SIMATIC S7-1500) a mandatory requirement, or would	No preferential brand or manufacturer is specified in TNO's requirement R-1000-085. Compliance will be assessed on the basis of technical compliance with the stated functional, communication and safety requirements.

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		TNO accept an equivalent industrial control platform such as Beckhoff TwinCAT, provided it meets the same functional, communication, and safety requirements?	The requirement does not mandate a specific system architecture. While a PLC-based control concept aligns well with TNO's operational and maintenance context, alternative architectures, including PC-based solutions, are acceptable provided they demonstrably offer equivalent performance, robustness, maintainability and safety.
18.	- Annex A04 -	Test material specification R-1000-255 – Material definition for acceptance testing and responsibility for measurement records: R-1000-255 requires testing to demonstrate compliance with process specifications. Which specific electrode and separator materials (chemistry, dimensions, coating thickness) will be used for these tests? Will TNO supply the test materials, and if so, would the responsibility for measurement records relating to incoming material quality reside with TNO rather than the Supplier?	<p>Acceptance testing under R-1000-255 will be performed using standard, commercially available materials, with an NMC811 cathode and graphite anode as the baseline configuration. No R&amp;D or experimental materials will be used. Detailed material specifications (e.g. dimensions and coating thickness ranges) will be agreed during the Detailed Design Review, as required to define the agreed critical parameters.</p> <p>TNO can supply the test materials. However, regardless of material supply, the Supplier remains fully responsible for demonstrating compliance with R-1000-255. This includes providing approved measurement records, sampling procedures and reports demonstrating that, for each agreed critical parameter, the standard deviation over 200 consecutive cells does not exceed the limit established during the CDR.</p>
19.	- Annex A04 -	Information delivery obligation R-1000-265 – Consequences of delayed information provision by TNO: R-1000-265 imposes obligations on the Supplier that are contingent on timely receipt of information from TNO. What contractual mechanism applies if TNO fails to provide required information within the agreed timeframe? Is there a provision for schedule relief, cost compensation, or milestone adjustment in the event that	No. R-1000-265 is a technical and acceptance requirement. It defines what the Critical Design Review (CDR) must achieve and what happens if it fails, but it does not include a contractual mechanism for modifying scope, price, or schedule. By contrast, the TNO Purchasing Conditions for Goods 2025 include an explicit change mechanism in Article 3.7.

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		delays in TNO's information delivery impact the Supplier's ability to meet its contractual deadlines?	
20.	- Annex A04 -	Foil handling specification R-1200-130 – Additional technical data required for ultra-thin 20 µm foil processing: R-1200-130 specifies the handling and processing of a 20 µm thin foil. To ensure that reliable handling can be guaranteed, additional material specifications are required, including foil composition, tensile strength, elongation at break, surface treatment, and coil dimensions. Could TNO provide a detailed material data sheet or technical specification for this foil to enable an accurate assessment of handling feasibility?	Coil dimensions are already included in other requirements, Cu foil double coated by pure silicon, Total thickness: 6-60 µm Elongation at break: estimated 0.5-2% Tensile force: 80-320 N Surface roughness: submicron Surface treatment: no treatment Minimum bending radius: 50mm
21.	- Annex A04 -	Laser welding parameters R-1300-055 – Material specification and process boundary conditions for current collector welding: R-1300-055 defines test parameters for the laser welding of current collectors. Which specific material (composition, thickness, surface condition) is to be used for these tests? What are the minimum and maximum numbers of current collector layers to be laser-welded in a single joint? Please provide the complete set of boundary conditions required to design and validate the welding process.	Standard copper (1 <sup>st</sup> test) and aluminium (2 <sup>nd</sup> test) foil withing specification of the tender. 20 numbers of layers. Tabs of your choice (15 mm width).
22.	- Annex A04 -	Pouch forming material R-1500-090 – Specification of pouch material for deep-drawing and sealing processes: R-1500-090 specifies requirements for the pouch forming process. Which specific pouch material (e.g. aluminium-laminate film type, total thickness, layer structure, and supplier designation) is to be used? Please provide a material data sheet or technical	Pouch material of your choice, standard one for NMC/graphite Li-ion battery production.

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		specification to enable an accurate assessment of forming, sealing, and handling process parameters.	
23.	1.4 - Objective, scope and content of the proposed Contract - 9	<i>Delivery according to Incoterms “Delivered Duty Paid” (DDP,2020) to location TNO specified. Can an alternative of “Delivered at Place” (DAP,2020) be considered as an alternative acceptable delivery term?</i>	DAP may be accepted <u>only</u> if TNO does not incur any additional costs, risks, or responsibilities compared to DDP, and this must be explicitly agreed in writing.
24.	1.5 - Facility readiness Timeline - 10	<i>The tender states expected Mechanical Completion and handover of the facility will be achieved by mid-June. Therefore, delivery of the equipment is anticipated to be possible mid-June. – This timeline is unrealistic and contradicts with 2.1 Schedule for the Procurement Procedure where final award date is after 08-07-2026. The delivery date needs to be more realistic and include delivery date of the equipment to site, planned installation date, planned training date, final handover date.</i>	For clarity, it is expected that Mechanical Completion and handover of the facility will be achieved by mid-June 2027.  Therefore, delivery of the equipment is anticipated to be possible mid-June 2027.
25.	- Annex A04 -	<i>The tender is significantly different to earlier discussions held between TNO and us prior to the Tender being announced. TNO were advised during these discussions for the requirement for further detailed discussions to clarify the overall scope in terms of requirements and realistically achievable specifications, however TNO have gone straight to tender without these points being clarified.</i>	Any discussions that may have taken place during a prior, non-binding market consultation do not form part of the tender documentation and no rights can be derived therefrom.
26.	- Annex A04 -	<i>R-1000-015 – Equipment shall achieve <math>\geq 1</math> ppm throughput per stand-alone machine, excluding folding (37 electrodes / min) and notching (3k notches/hour). During discussions with TNO prior to the tender being opened, we clearly communicated this was unachievable given the approximate budget range of €3</i>	No budget or budget range has been included or communicated as part of the procurement procedure. Any budget-related discussions that may have taken place during a prior, non-binding market consultation do not form part of the tender documentation and no rights can be derived therefrom.

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		<p>- €4 Million which was indicated by TNO. Can TNO confirm if this is realistically a requirement? If this is a requirement can TNO confirm their budget estimation range has increased significantly from the previously indicated €3 - €4 Million total project value?</p>	<p>The throughput requirement under R-1000-015 has been deliberately defined as a functional performance requirement, independent of any presumed budget level. TNO considers this requirement to be realistic, proportionate and necessary in view of the intended use of the equipment.</p> <p>No change to the requirement or to any budgetary assumptions follows from this question.</p>
27.	- Annex A04 -	<p>R-1000-010 – Electrode dimensions 150 x 150mm and pouch dimensions of 185 x 174mm specified and included on sub machine specifications. However, this section also requires flexibility to cover at least 80 x 80mm up to 180 x 180mm but does not indicate if this is Electrode or pouch dimensions. In addition, we would need full specification of each size variant the initial installation needs to accommodate so full die options can be provided.</p>	<p>Electrode size. This point requires future expansion of machines functionality; you do not have to design tool sets for each model now. You should provide machines, whereby changing toolings it is possible to produce any cell withing 80x80 – 180x180mm electrode format (square and rectangle ones). We fully understand that tooling will require additional investment.</p>
28.	- Annex A04 -	<p>R-1000-070 – R-100-090 – The level of compliance required for equipment is complex and, in many cases, unachievable – standard compliance for equipment is CE certification.</p>	<p>TNO is of the opinion that the requirements set out are realistic, proportionate, and customary within the relevant market segment and, when considered in conjunction, are necessary for the safe, lawful, and functional deployment of the equipment. Tenderers are expected to demonstrate in their submission that these requirements are met, or alternatively to provide a clear and verifiable justification explaining how compliance with the stated requirements will be achieved. The requirements as included in the tender documentation therefore remain unchanged and in full force.</p>

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29.	- Annex A04 -	8.10 Cell – the “drawing” provided whilst listing the dimensions for each section, does not clearly annotate these onto the drawing which would be expected for any technical drawing to be fully and clearly labelled to identify the dimensions of each section and where they relate to	<p>Section 8.10 provides a reference cell drawing intended to define the required cell architecture and key dimensional parameters at a conceptual level. The listed dimensions are leading and binding for the baseline 150 × 150 mm cell format, even if not all dimensions are graphically annotated in detail on the drawing itself.</p> <p>The drawing is not intended to be a fully dimensioned manufacturing drawing. Detailed, fully annotated mechanical and product drawings, including exact dimension references and tolerances, are expected to be developed by the Supplier and submitted as part of the Critical Design Review (CDR) in accordance with requirement R-1000-265.</p> <p>Tenderers are expected to base their technical solution and pricing on the dimensions and constraints as stated in Section 8.10 and referenced elsewhere in Annex A04 (including related requirements for notching, stacking, pouch forming and sealing). Any required clarification or refinement of dimensional interpretation will be aligned and formally agreed during the CDR phase.</p>
30.	- Annex C02 -	Section 7.2 – 40% Bank Guarantee of final order is excessive compared to similar comparable projects in Europe we have worked on. Can the bank Guarantee be negotiated to a lower level?	No. The requirement for a 40% bank guarantee as set out in Section 7.2 remains unchanged and is not subject to negotiation. This level of bank guarantee is considered necessary and proportionate in light of the risk profile, contractual obligations, and financial exposure associated with this project. The requirement applies equally to all tenderers and is maintained in order to safeguard the proper performance of the contract.

Question No.	Chapter No. / Subject (drop-down menu)	Question	TNO Answer
31.	- Annex C03 -	Section 8.4 – Delivery Penalty seems relatively high; can this be negotiated to a lower level?	<p>No. The delivery penalty as stipulated in Section 8.4 remains unchanged and is not subject to negotiation.</p> <p>However, the delivery penalty shall not apply where the Supplier timely reports - on a daily or weekly basis, as appropriate - any inconsistencies or deviations in the planning, provided that (i) the underlying reasons are duly motivated, (ii) such reasons are not attributable to the Supplier, and (iii) the communication is clear, timely, and sufficiently substantiated to be reasonably understood and accepted by TNO. In such circumstances, TNO will refrain from invoking the penalty clause. Transparency and open, honest communication with Suppliers are considered of paramount importance.</p>