

Information Notice

Introduction

- This Information Notice forms part of the European open Tender procedure for a Lift Off Metal system published on May 18, under TNO reference number WS2654163656.
- This Information Notice provides a record of the questions submitted by the Tenderers up to and including the date of publishment of this Information Notice with 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- Where a company name was mentioned in a question, it has been replaced by another word or term to anonymize the questions.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 will be 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 (compliance to the original requirement or compliance 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 A04	General question regarding your specification: Our process is based on single-wafer processing rather than batch processing, whereas your specification appears to be defined for batch processing only. Our fully automated single-wafer tool will meet all requirements, including process performance and throughput, as outlined in Annex A04. While the technical implementation will differ, we will clearly explain our approach in the submitted documents and provide further technical details in the indication overview. Additional Note: We actually handle the wafers within a cassette. They are loaded into and unloaded from the tool while remaining in the cassette. Only the actual processing and drying step is carried out in a single-wafer approach and is fully automated. A fully automated robot handles the picking and placing of wafers from the cassette for processing inside a process chamber, instead of processing multiple wafers (e.g., 12) simultaneously in a batch. the system is dry in - dry out.	The current processing times as stated in R-2000-035, -040 & -045 do not allow single wafer processing, while also meeting the throughput requirements in R-2200-005 (4 wafers/hour). We will consider offers where Lift-Off Bath 2 and/or IPA rinse bath 3 are replaced by single wafer processing solutions as long as the total throughput of 4 wafers/hour can still be guaranteed. We will consider offers where Resist stripping Bath 4 and/or IPA rinse bath 5 are replaced by single wafer processing solutions as long as the total throughput of 4 wafers/hour can still be guaranteed. Any such change of process needs to be validated by a demonstration at the vendor site.
2	Annex A04	Annex A04 – R-2000-070 „...ultrasonic generation capability for bath #1, 2 and 4 with the frequency range 40...270 kHz...” Question: Which discrete ultrasonic frequencies are required for the system? (Standard frequencies are 40 kHz, 80 kHz, and 120 kHz. From the last Q&A we understand that and that 270 kHz is also required) In other words: Is the expectation that the ultrasonic system shall cover an adjustable/ the complete frequency range from 40 kHz up to 270 kHz, or are only specific discrete frequencies required, like mentioned above?	The ultrasonic capability does not need to be continuous. The following frequencies can be provided: 40, 80, 120, 140, 170, 220 and 270 kHz. Vendor may also suggest a similar set of discrete frequencies covering the same range.
3	Annex A04	Is a filter fan unit (FFU) for laminar airflow required, it was not listed inside the specification.	The system will be placed inside a ISO class 5 cleanroom environment. The particle requirements are put in R-2300-010. If the system needs a FFU and laminar flow in order to meet this particle requirement then it shall be part of the offered system.

Annex C02	<i>Statement TNO: Critical "A-parts" shall be stored on-site or at Supplier's premises, following a jointly developed plan.</i> <i>Proposal: TNO and Award winner will discuss together on an critical "A-part" list based on part definition and volume:</i> <i>The Award Winner shall establish a consignment stock for spare parts against a one-time setup fee.</i> <i>The Customer shall provide suitable premises free of charge for the establishment of the consignment stock and shall manage it with due care.</i> <i>The Customer shall store the supplied parts separately and clearly identify them as the property of the Award Winner.</i> <i>The supplied goods (retained goods) shall remain the property of the Award Winner until full payment of all claims arising from this contract has been received.</i> <i>Each item must be turned over at least once per year within the consignment stock.</i> <i>However, the Award Winner requires a mandatory purchase after two (2) years.</i> <i>The Award Winner shall monitor items not withdrawn within this period and identify so-called "zero movers." These will be communicated to the Customer and must be purchased and transferred into the Customer's own inventory.</i> <i>The corresponding invoice shall be payable within fourteen (14) days.</i> <i>The Award Winner shall invoice withdrawn items on a weekly basis, based on the weekly withdrawal reports to be provided by the Customer.</i> <i>Additionally, the Award Winner must be informed in writing via email of each individual withdrawal without delay.</i>	This statement is not the result of a jointly developed plan. In its present form this proposal is totally not acceptable for TNO.
Annex C03	<i>6.2.b. in case of a Work for 10 years after Delivery; and --> change to in case of a Work for 2 years after Delivery; and</i> <i>6.2.c in case of the warranty as described under clause 6.1(g) of the PC Goods 2025, there is no time limit. --> delete clause</i>	6.2.b: Not accepted. The amendment is not relevant since the concerns goods and services, not works. 6.2.c Amendment without arguments, not accepted

Annex C03	8.4 <i>Delivery after the Delivery Time is deemed to be an attributable shortcoming of the Supplier in the performance of the Agreement, and the Supplier is then in default without notice of default and owes TNO a penalty of one tenth (0.1) per cent of the Price for each day by which the Delivery Time has been exceeded up to a maximum of ten (10) per cent of the Price, without prejudice to all other rights or claims of TNO. --> change to five (5) per cent of the Price</i>	Amendment without arguments, not accepted
Annex C03	8.5 <i>TNO may postpone the Delivery Time, unless this would impose a disproportionate burden on the Supplier; in case the Delivery Time is postponed by TNO the Supplier stores the Goods, or otherwise retains them, without any additional costs for TNO and insures the Goods until the postponed Delivery Time. --> additional costs will be paid by TNO per week, reasonable amount for storage costs</i>	Amendment without arguments, not accepted
Annex C03	24.3 / 24.4 <i>24.3 In case TNO has held the Supplier liable under the Agreement, the Supplier shall immediately assign to TNO, at its first request, all related claims with regard to a payment of insurance proceeds under an insurance policy as referred to in clause 24.1. By entering into the Agreement, the Supplier irrevocably authorizes TNO to sign the deed of assignment in the name of the Supplier and to notify it to the Supplier's insurer. The Supplier shall also immediately notify its insurer of the assignment.</i> <i>24.4 The Supplier is in any case deemed not to have insured the aforementioned risks 'adequately' if he has not fulfilled his obligations under articles 7:928, 7:934 and 7:941 of the DCC.</i> <i>--> delete from Purchasing conditions</i>	Amendment without arguments, not accepted

Annex C03	<i>The costs associated with remedying or replacing the Defect and putting the Performance or the larger whole of which the Performance form a part back into operation are borne by the Supplier. With regard to the replaced or remedied part, a warranty period of 24 months then again commences, to be counted from the time of Acceptance of the Delivery or putting the accepted, replaced or remedied Performance into use. If the Defect has not been remedied, corrected or removed within a reasonable term, TNO is entitled to perform the necessary work (or have it performed) at the expense of the Supplier and the Supplier is obliged to pay those costs, without prejudice to all other rights or claims of TNO.</i> <i>--> only 12 months not 24 months</i>	Amendment without arguments, not accepted
Annex A04	Proposal: Security-related software updates are free of charge. Non Security related Upgrades are not free of charge	Amendment without arguments, not accepted
Annex C02	<i>3.6 and 4</i> <i>Delays and Temporary Storage</i> <i>If installation is delayed due to facility-readiness issues outside TNO's reasonable control:</i> <i>(a)</i> <i>Supplier shall arrange temporary storage at no cost to TNO.</i> <i>(b) Supplier bears full responsibility for risk, insurance, and preservation during this period</i> <i>Delays caused by large-scale construction uncertainties or facility-readiness issues shall be deemed foreseeable and shall be incorporated by the Supplier into its planning. The Supplier shall maintain a flexible and adaptive approach to changes in the project schedule.</i> <i>Except in cases of TNO's gross negligence or wilful misconduct, such delays shall not entitle the Supplier to any claims, penalties, compensation, suspension, or rights of termination under this Agreement.</i> <i>-> additional costs will be paid by TNO per week, reasonable amount for storage costs</i>	Not accepted, since it is not clear what "additional costs" implies and 'storage costs' is contradictory to point a.

Annex C02	<i>Payment:</i> <i>--> latest clause for 50% of the total contract value shall be payable upon delivery of the goods or upon formal notification of delivery readiness, whichever occurs first, provided that Award winner is not responsible for any delay in delivery.</i> <i>--> latest clause for 20% but not later than 60 days after delivery or delivery readiness, if award winner is not responsible for delay or the tool's put into production.</i>	latest clause for 50%: Not accepted latest clause for 20%: Not accepted
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