Information Notice

Introduction

- This Information Notice forms part of the multiple privateTender procedure for a Backend BCB curing vacuum Oven, published on 19-10-2026 under TNO reference number WS2656065810.
- This Information Notice provides a record of the questions submitted by the Tenderers up to and including the date of publishment of this Informaton 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- Where a company name was mentioned in a question, it has been replaced by another word or term to anonymize the questions.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 (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 A04	For the cooling rate no target value has been specified. What will be the evaluation criteria in this case? Overall process time?	Total process time should be taken into account, see Requirement R-2300-005: Maximum Process time <5 hours.
2	Annex A04	If an as fast as possible cooling rate and more accurate temperature control is the criteria rather than costs, then we require cooling water supply and return temperatures, as well as the available flow rate for a potential heat exchanger.	As long as total process time is ok, there is no need for a faster cooling rate.
3	Annex A01	Annex A01 has not been published on Tendernet. Please submit this document and provide time to ask question regarding this specific document.	Annex A01 was uploaded by TNO to TenderNed on 9 November.
4	Pr. Guide 6.1	How does TNO ensure that the lowest bid does comply with the technical requirements?	TNO assesses the Tenders in accordance with Sections 3.2 and 4.2 of the Procurement Guide. Only valid Tenders that comply with all requirements set out in the Procurement Documents, including the technical Minimum Requirements, are eligible for award. The Lowest Total Price is subsequently determined in accordance with Section 6.1 of the Procurement Guide.

	Pr. Guide 6.2	What happens if a supplier complies to the difined minimum, gets the project awarded, and in the end the product does the the defined minimim, but not the required inted of use? Per example: a boat that can go fast and over high waves, but not a boat that can go fast over high waves.	The Equipment must comply with all applicable requirements and with the intended use as objectively and verifiably described in the Procurement Documents, including Annex A04, the Programme of Requirements. Where the Procurement Documents require certain functions or performance levels to be achieved simultaneously or under specified operating conditions, compliance with the relevant requirements separately will not be sufficient. The Tenderer must demonstrate that the offered Equipment meets the required combined performance under those conditions. Compliance may be verified at the validation stages specified in Annex A04, including, where applicable, the assessment of the Tender, a demonstration, the Factory Acceptance Test and the Site Acceptance Test. If, after award, the Equipment does not comply with the contractual requirements or the intended use as specified in the Procurement Documents, TNO may exercise the applicable rights and remedies under the Contract, including requiring the Contractor to remedy the non-compliance.
5	Pr. Guide	6.5.3 Progress meetings: Is it possible to attend the Progress meetings online?	Generally, Progress meetings (or TNO business review meetings) will be via Teams or can be in person.
6	Pr. Guide	6.5.3 Progress meetings: Is it possible to have longer intervals between meetings if the project planning alows this?	Yes. In principle, the Business Review Meetings (BRMs) will be held just monthly. TNO may require a higher frequency if the needs or progress of the Contract so require.

7	Annex C02	6.2 As this project involves a project specifically engineerd product we will require an alterd payment structure to reduce the risks from our side. Please consider 20% with the official award of the contract, 60% after delivery at location of TNO Eindhoven, 20% after commissioning and Site Acceptance Test (SAT) including test periods, approved by TNO, but no longer than 3 months after delivery when supplier is not resposible for the delay.	Alternative to TNO's original payment terms, we are willing to accept the following: The following payment schedule shall apply to the scope of supply of the main equipment delivered under this Contract: - 30% upon order, subject to TNO's receipt and approval of a bank guarantee covering 30% of the total Contract Price; - 50% after Delivery and successful visual inspection at TNO Eindhoven (High Tech Campus 12). Following such inspection, and provided no material Defects are identified at that time, TNO may return the bank guarantee, without prejudice to its rights under the Contract; - 20% after successful installation and commissioning and written approval of the Site Acceptance Test (SAT), including agreed test periods, by TNO Management and Procurement. This payment schedule applies exclusively to the main equipment. It does not apply to spare parts, consumables, or any maintenance and services beyond the initial 24-month warranty period. Such items and services shall be subject to separate pricing, ordering, and payment terms agreed in writing. The Contractor shall provide an irrevocable, unconditional, first-demand bank guarantee, issued by an A-rated bank and approved by TNO, covering at least 30% of the total Contract Price. TNO may draw on the guarantee upon first written demand in the event of any failure by the Contractor to fulfil its contractual obligations. The bank guarantee shall remain valid until written approval of the SAT by TNO Management and Procurement. Any payment by TNO shall not constitute acceptance of the Goods nor limit TNO's rights under the Contract or the applicable TNO Purchasing Conditions.
8	Annex C02	8.1 We would like to have our GENERAL TERMS AND CONDITIONS OF DELIVERY be second in line of the PC Goods 2025, in case the PC Goods does not cover a subject that is coverd in our conditions.	No. The Tenderer's General Terms and Conditions of Delivery cannot be made applicable, whether as second in the order of precedence or otherwise. Where a subject is not covered by the Purchase Agreement or the Purchasing Conditions for Goods TNO 2025, the applicable provisions of Dutch law shall apply.

9	Annex B01	Would a parent company or company within the same group be considered a Third party?	Yes. A parent company or another company within the same group is considered a Third Party if it is a separate legal entity from the Tenderer and the Tenderer relies on its financial and economic standing. This follows from the definition of “Third Party” and Section 2.2.10 of the Procurement Guide, which apply irrespective of the legal nature of the relationship between the Tenderer and the relevant entity. In that case, Annex B01 must be submitted in accordance with Section 2.2.10 of the Procurement Guide.
10	Annex B02	Would a parent company or company within the same group be considered a Third party?	Yes. A parent company or another company within the same group is considered a Third Party if it is a separate legal entity from the Tenderer and the Tenderer relies on its technical and professional competence. This follows from the definition of “Third Party” and Section 2.2.10 of the Procurement Guide, which apply irrespective of the legal nature of the relationship between the Tenderer and the relevant entity. In that case, Annex B02 must be submitted in accordance with Section 2.2.10 of the Procurement Guide.
11	Annex A03	1.6 Optional Backend BCB curing vacuum Oven Please note that for one year it is relatively easy to calculate a fixed price, however for two to three years is harder to calculate a fixed price because of unforceen curcumstances simmilar but not eaqual to Covid or any other mayor events that can have influence on the final price. We sugget to agree on a price shedule based upon a known Puchasing index.	Pricing is based on TNO PC Goods 2025 with specific reference to article 10. TNO is open for proposals concerning indexation methods based on applicable public sources (e.g. CBS in the Netherlands).
12	Pr. Guide 1.4	Would fisical Delivery of the equipment end of July beginning of august also be possible?	Physical delivery of the Equipment is anticipated in July 2027. As stated in Section 1.4 of the Procurement Guide, the exact delivery date will be coordinated with the Contractor following Contract award, taking into account the readiness of the facility and the overall project schedule.