

DKZ/26/2010

Date: Warsaw, 30.04.2010

Legal Grounds

This public tender is conducted according to Public Procurement Law of January 29, 2004 (position 1655 in Polish Journal of Acts No 223 of 2007 with later changes).

INSTYTUT TECHNOLOGII ELEKTRONOWEJ
Al. Lotników 32/46, 02-668 Warsaw, Poland

TERMS OF REFERENCE
for:

**DELIVERY OF THE (RIE/ICP) PLATFORM FOR DIELECTRIC
AND POLYMER ETCHING**

CPV 31700000

**Proceedings are conducted according to open procedure for assessed value above
EUR 193 000,00**

1. Name (company name) and address of the Awarding Entity.

This proceedings are conducted by Tender Committee of Instytut Technologii Elektronowej,
Al. Lotników 32/46, 02-668 Warsaw, Poland.
Web page: <http://www.ite.waw.pl>

2. Procedure for awarding the Contract.

These proceedings are conducted in mode of open procedure according to Article 39 of Public Procurement Law of January 29, 2004.

The tenders submitted will be opened and evaluated by the Tender Committee according to the evaluation criteria.

From all tenders which have not been rejected, the one will be selected which receives the highest number of points calculated according to the evaluation criteria.

3. Description of the object of the Contract.

The object of the order is a delivery, installation, start up and testing of the brand new **(RIE/ICP) platform for dielectric and polymer etching**, hereinafter called “**device**”.

Requirements and technical parameters of the object of the order are indicated in Appendix No. 1 of this Terms of Reference.

4. Partial and variant tenders are not allowed.

5. Time limit for the Contract performance.

Deadline for completion of the tender – maximally to 24 weeks after signing the Contract, but delivery of the device has to be not earlier than 15.10.2010.

6. Conditions for participation in the procedure and description of the method used for the evaluation of the fulfilment of those conditions:

Eligible to compete for the Contract shall be economic operators who fulfil conditions defined in Article 22 paragraph 1 of Public Procurement Law of January 29, 2004 (with later changes):

- 1) authorizations to perform specific activities or actions, if such authorizations are required by the law;
- 2) knowledge and experience;
- 3) appropriate technical potential and personnel capable of performing a contract;
- 4) economic and financial standing.

The Contractor may rely on knowledge and experience, technical potential, personnel capable of performing the Contract or financial abilities of other entities, regardless of the legal nature of its relations with such entities. In such case, the Contractor is required to prove to the Awarding Entity that it will have at its disposal the resources necessary to performing the Contract, in particular by presenting to this end a written commitment of those entities whereby they undertake to put the necessary resources at the Contractor's disposal for the time of their use in performance of the Contract.

Evaluation of the above requirements will be performed according to the rule: “fulfil - not fulfil”, on the basis of documents mentioned in point 7 of this Terms of Reference.

7. Information concerning declarations and documents to be provided by the Contractor to confirm the fulfilment of the conditions for participation in the procedure:

7.1. Documents confirming the fulfilment of the conditions for participation in the procedure and confirming lack of grounds to exclude from the award procedure, required from the Contractors with company seat or residence in Poland:

- 7.1.1. Current excerpt from the appropriate register, if separate provisions require registration to confirm lack of grounds to exclusion pursuant to article 24 paragraph 1 item 2 “Public Procurement Law”, issued not earlier than 6 months prior to deadline for submission of the offers, and referred to natural persons statement within the scope of Article 24 paragraph 1 item 2 “Public Procurement Law”.
- 7.1.2. Current information from the National Penal Register, which will confirm that they are not being excluded from the proceedings pursuant to Article 24 paragraph 1 items 4,5,6,7,8 “Public Procurement Law” issued not earlier than 6 months prior to deadline for submission of the offers.
- 7.1.3. If, in case of the Contractor with the company seat in Poland, persons, mentioned in Article 24 paragraph 1 items 5,6,7,8 of the “Public Procurement Law”, whose place of residence is outside the territory of Poland, the Contractor shall submit in their respect a certificate of the court or other relevant administrative authorities for the place of residence stating that they have not been validly sentenced within the scope, referred to Article 24 paragraph 1 items 5,6,7,8 of the “Public Procurement Law”, issued not earlier than 6 months prior to deadline for submission of the offers. If this kind of statements are not available in residence of those persons, the Contractor should submit documents including statements signed in the front of the notary, court, administrative body or professional and economical local government.

- 7.1.4. Current information from the National Penal Register pursuant to Article 24 paragraph 1 item 9 of the "Public Procurement Law", issued not earlier than 6 months prior to deadline for submission of the offers.
- 7.1.5. Current certificates of no delay with tax and social security payments, or has obtained a immunity or postponement of such overdue payments signed by appropriate authority, issued not earlier than 3 months prior to deadline for submission of the offers.
- 7.1.6. Signed statement confirming fulfilment of the conditions defined in Article 22 paragraph 1 "Public Procurement Law" and lack of grounds to exclude from the award procedure in Article 24 paragraph 1 – in form of "STATEMENT" [Appendix No. 3 and No. 4].

7.2. Documents confirming the fulfilment of the conditions for participation in the procedure and confirming lack of grounds to exclude from the award procedure, required from the Contractors with company seat or residence outside Poland:

- 7.2.1. Document or documents confirming his not being subject of any liquidation, bankruptcy or similar proceedings, issued in the country of Contractor's company seat or residence not earlier than 6 months prior to deadline for submission of the offers.
 - 7.2.2. Document or documents confirming his not being precluded from participation in public procurement proceedings, issued in the country of the Contractor's company seat or residence not earlier than 6 months prior to deadline for submission of the offers.
 - 7.2.3. Document or documents confirming his not delaying with tax, social security and health insurance payments, or his obtaining an immunity or postponement of such overdue payments, issued by appropriate authority not earlier than 3 months prior to deadline for submission of the offers.
 - 7.2.4. Certificate of the court or other relevant administrative authorities for the place of residence or place of residence of a person to whom the documents refer to, within the scope Article 24 paragraph 1 items 4,5,6,7,8 of the "Public Procurement Law", issued not earlier than 6 months prior to deadline for submission of the offers.
 - 7.2.5. Signed statement confirming fulfilment of the conditions defined in Article 22 paragraph 1 "Public Procurement Law" and lack of grounds to exclude from the award procedure in Article 24 paragraph 1 – in form of "STATEMENT" [Appendix No. 3 and No. 4].
- 7.3. If in place of residence of a person or the country in which the Contractor has the company seat or residence, the documents, listed in items 7.2.1. - 7.2.4. above, are not issued, they shall be replaced by a statement signed in the front of the notary, court, other relevant administrative body or professional and economical local government in the residence of a person or the country in which the Contractor has the company seat or residence, respectively.
- 7.4. If the Contractor, proving the fulfilment of the conditions defined in Article 22 paragraph 1 of the "Public Procurement Law", depends on other entities's resources in rules defined in Article 26 paragraph 2b of the "Public Procurement Law" and this entities will partially participate in performing an order, the Contractor submits in relation to them documents defined in items 7.1.1. and 7.2.1. together with signed statement confirming lack of grounds to exclude from the award procedure in Article 24 paragraph 1.
- 7.5. The Contractors may jointly compete for a Contract. In case of submission a tender jointly, each partner presents documents mentioned in items 7.1.1. – 7.1.5. this Terms of Reference separately. In case of submission a tender jointly by the Contractors with company seat or residence outside Poland each partner presents documents mentioned in items 7.2.1. – 7.2.4. this Terms of Reference.

7.6. The Contractors who jointly compete for a Contract are obligated to appoint an Authorised Representative to represent them in the Contract award procedure or in the procedure and conclusion of a public procurement contract. This authority should be enclosed to the offer.

7.7. Document defined in items 7.1.6. and 7.2.5. is submitted by the Authorised Representative on behalf of all the Contractors.

The fulfilment of condition defined “Knowledge and experience” – required documents:

7.8. The list of the completed deliveries – prove, that within the period of the last three years before deadline of tender submission or if being active in the business for shorter period – in this period, have completed at least 3 deliveries of (RIE/ICP) platform for dielectric and polymer etching, with the indication of the buyers.

All the documents should be presented in the form of originals or photocopies and should be signed by the Contractor or his authorised representative.

The lack of any of the above documents will cause the tender being rejected from further proceedings.

8. Information on the manner of communication between the Awarding Entity and the Contractor as well as of delivery of declarations and documents, indication of persons authorised to communicate with the Contractor.

All the statements, notifications and information the Awarding Entity and the Contractor provide in writing form or by fax.

The contact person in matters concerning the tender are:

Michał Urbański MSc., e-mail: urbanski@ite.waw.pl

Please address all written correspondence, related to this tendered proceedings, to:

Instytut Technologii Elektronowej
Al. Lotników 32/46
02-668 Warsaw, Poland.
building No VI, room 216

Fax: + 48 22 548 78 46.

9. Deposit requirements:

The value of guarantees is 50 000 PLN (say: fifty thousand PLN) and can be paid in one or several of the following forms:

- cash,
- bank sureties or guarantees of collective savings-loan fund, however the surety of collective savings-loan fund is always a financial surety,
- bank guarantees,
- insurance guarantees,
- sureties given by entities, referred to in Article 6b paragraph 5 item 2 of the Act of 9 November 2000 on Establishment of Polish Agency for Enterprise Development (Polish Journal of Acts No. 109, item 1158 with later changes).

The deposits introduced in cash has to be provided before opening of the tenders.

The guarantees introduced in cash should be transferred to the Awarding Entity's bank account : BRE Bank S.A. O/Warszawa 47 1140 1977 0000 5580 4500 1001 (IBAN PL 47 1140 1977 0000 5580 4500 1001 SWIFT BREXPLPW).

The guarantees introduced in any other forms should be submitted at ITE cash office which is located at Instytut Technologii Elektronowej, Al. Lotników 32/46, 02 – 668 Warsaw, Poland, building VI, room 218 (working hours: 9:00÷14:00).

The Awarding Entity will withhold guarantee within interests in cases defined in Article 46 paragraphs 4a and 5 of the Public Procurement Law.

10. Tender validation time – 60 days from the date of submission of the tenders.

11. Description of the manner of the tender preparation.

The tender should be presented in writing form.

The tender should include:

- a) Name and address of the Contractor,
- b) Date of preparation of the tender,
- c) Filled in Appendix No. 1 to this Terms of Reference,
- d) Net price in PLN (The price presented in EUR, GBP or USD is allowed. In the case of submission of the tenders in EUR, GBP or USD, the price will be exchanged to Polish zlotys PLN according to selling exchange rate of the National Bank of Poland dated on the day before of opening of the tenders).
- e) Indication of the component tasks of the order that will be assigned to subcontractors [Appendix No. 5].

The tender has to be signed by the Contractor or his Authorised Representative.

Together with the offer the Contractor is allowed to submit required documents defined at point 7 of this Terms of Reference, to confirm the fulfilment of the conditions for participation in the procedure. These documents can be presented in the form of originals or photocopies and should be signed by the Contractor or his Authorised Representative.

In the case the Contractor company is located outside Poland, it is approved to submit the tender as well as the documents required from the Contractor as specified under point 7 of this Terms of Reference either in Polish or in English language.

The Contractor is allowed to submit only one offer.

All costs of preparation of the tender, regardless of the results of the tender, shall be covered by the Contractor.

12. Date and place of submission and opening of tenders.

The tenders should be submitted at the site of the Awarding Entity in Warsaw at Al. Lotników 32/46, building No. VI, room 216, by 12⁰⁰ am, on 15th June 2010 (in working days from 9 am till 2 pm). The tenders submitted after this deadline will not be considered.

Opening of the tenders will take place on 15th June 2010 at 12¹⁵ am. at the site of the Awarding Entity: Warsaw, Al. Lotników 32/46 in the building No. VI, room 120.

The Awarding Entity will open the tenders in accordance with its internal procedures but on occasion may hold a public opening which your representatives may attend.

The offers must be submitted in non-transparent and closed envelopes or packages. The envelope or package must be addressed as follows:

**Instytut Technologii Elektronowej
Al. Lotników 32/46
02-668 Warsaw
Building No VI, room 216
Do not open before 12¹⁵ am, on 15th June 2010.**

**OFFER FOR:
DELIVERY OF THE (RIE/ICP) PLATFORM FOR DIELECTRIC AND POLYMER ETCHING**

The envelope or package must include full name and address of the Contractor.

The Awarding Entity does not accept responsibility for consequence of contractors failure to keep the above requirements.

13. Description of the method of the price calculation.

The net price in PLN (EUR, GBP or USD) must include:

- a) the device according to the requirements indicated in Appendix No. 1 of this Terms of Reference,
- b) installation,
- c) start up,
- d) testing of the device,
- e) transport, unloading and positioning,
- f) delivery conditions: DDP Piaseczno
- g) insurance,
- h) training of persons according to Appendix No. 1 points 20, 21 of this Terms of Reference.

14. Description of the criteria which the Awarding Entity will apply in selecting a tender, specifying also the importance of particular criteria and method of evaluation of tenders.

The Awarding Entity will evaluate whether the tender meets requirements introduced in this Terms of Reference. If the tender is valid (meets requirements introduced in this Terms of Reference), it will be taken into consideration in choice of the best one.

Offer evaluation criteria:

- Price Weight: - 100%

Number of points in the price criteria will be calculated according to the following formula:

$$P_n = C_{\min} / C_n * 100 * W$$

- where: P_n – points in price criteria
 C_{\min} – the lowest price from all the offers
 C_n – the price from the offer of n-th bidder
 W – weight of the “Price” criteria”

Maximum number of points to be gained within the price criteria is 100.

15. Information concerning formalities which should be met following the selection of a tender in order to conclude a public procurement contract.

The Contract with the winning Contractor will be signed pursuant to Article 94 “Public Procurement Law”.

The Contract is concluded under procedure according to Title IV of Public Procurement Law of January 29, 2004.

16. Other important statements which will be included in the Contract.

The following statements will be included in the Contract:

16.1. Indemnity

- 1) In case of delay, caused by negligence, or poor performance of the Seller, the Seller will pay to the Buyer an indemnity of 0,1% of the value of the equipment delayed for each working day of delay up to 10% of it's value.
- 2) In case of delay in payment, the Buyer will pay to the Seller indemnity of 0,1% of the value of delayed payment for each day of delay up to 10% of it's value.
- 3) In case the Seller will cancel the Contract without reason caused by the Buyer, the Seller will pay to the Buyer penalty of the 10% of the total Contract value and the Seller will transfer back all the received payments for the subject of this contract to the Buyer account.
- 4) In case the Buyer will cancel the Contract without reason caused by the Seller, the Buyer will pay to the Seller penalty of the 10% of the total Contract value plus documentary evidence costs of materials and labour based on the following schedule:
 - a) in period shorter than 30 days from order placement - 20% of the Contract value
 - b) in period shorter than 30 days before delivery and acceptance – 100% of the Contract value
 - c) in period between mentioned in points a and b – percentage approximated by linear function.
- 5) In case of delay, caused by the Seller, in delivery longer than 3 months, the Buyer can cancel the Contract and the Seller will pay to the Buyer penalty of the 10% of the total Contract value and the Seller will transfer back all the received payments for the subject of this contract to the Buyer account.

16.2. Warranty

- 1) The Seller undertakes a warranty of correct operation and technical quality of the delivered equipment for "warranty period included in the offer" months, calculated from the date of the final acceptance protocol, but no longer than "warranty period included in the offer + 3 months from the date of delivery".
- 2) The Seller within warranty period covers costs of the repair or replacement of the defective goods and costs of their transport to the Buyer site after repair.
- 3) During the warranty period, in case of the necessity of the repair outside the Buyer site, the Seller has the obligation to make the repair or replacement within not longer than 12 weeks after the date of the written claim.
- 4) The warranty period will be increased by the time needed for the repair.
- 5) The replaced or repaired parts of equipment will be included a warranty of the Seller or the Producer.
- 6) During the warranty period, the Seller undertakes a maximal service response time within 3 working days after the date of the written claim.

16.3. Delivery instruction

- 1) Subject of the Contract is to be shipped to the address below and placed at the disposal of the Buyer.
Shipping address: Instytut Technologii Elektronowej
 Ul Puławska 34
 05-500 Piaseczno, Poland
- 2) The Seller advises to the Buyer about the dispatch by fax (No.+48 22 54-87-803).
- 3) The Seller will deliver CE certificate together with subject of the Contract.

16.4. Terms of payments

Payment will be effected in the following way:

1. 85% of the contract value – (the value from the offer) – payable at delivery by the bank transfer to the Seller's account on the basis of an original invoice and shipment documents within 7 days after shipment of the subject of the Contract, after performing the preliminary acceptance test at Seller's site and signing the preliminary acceptance test protocol by both parties of the Contract.
2. 15% of the contract value – (the value from the offer) – payable by the bank transfer to the Seller's account on the basis of an original invoice within 21 days after performing the final acceptance test at Buyer's site and signing the final acceptance test protocol by both parties of the Contract.

The Buyer shall pay to the Seller due amount for the subject of this Contract by transfer to the Seller's account in:

.....
.....

All bank charges in Poland are at the Buyer's account and bank charges outside Poland are at the Seller's account.

16.5. Acceptance of the subject of the Contract

1. The preliminary acceptance test of the subject of the Contract will be performed at the Seller facility place of its origin in the presence of the Buyer and Seller representatives before dispatching the goods. The preliminary acceptance test procedure will be based on assessment of the results of the functional tests confirming technical parameters of the system according to technical specification and requirements indicated in this Contract as well as performing of etching processes verifying the etch rates, selectivity to PR (or other materials e.g. SiO₂ lub Si), reproducibility and uniformity across the wafer according to Appendix No. 2 to the Terms of Reference. The sample wafers will be supplied by the Buyer.
The results of the acceptance test must be accepted by signing by the Seller and the Buyer preliminary acceptance test protocol.
2. The final acceptance test will be performed after delivery, installation and start up of the subject of the Contract. The final acceptance procedure will be assessment of the results of the tests and processes mentioned in point 16.5 item 1 of this Terms of Reference.
The results of the final acceptance test must be accepted by signing by the Seller and the Buyer the final acceptance test protocol.

16.6. Force Majeure

1. The parties shall be free of responsibilities for non-fulfilment of their obligations due to Force Majeure or these obligations will be change according to the point 4. Force Majeure shall be considered as an event, unforeseeable by either of the parties at the date of signature of this Contract, arisen after such date and being unavoidable and beyond the control of both parties.
2. Cases of Force Majeure are e.g. accidents, flood, earthquake, fire, explosion, war, mobilisation, strikes, blockades, general shortage of transport, materials or labour.
3. The party wishing to claim Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation therefore.
4. Such party must certify the case of Force Majeure to the other party by documentation issued by the competent official authority of this country. The dates and periods for fulfilment of these obligations will be postponed or extended by the period of existence of the state of Force Majeure.

16.7. Modifications of the Contract

Due to organizational or technical reasons caused by the Buyer, the Buyer reserves himself the right to modificate the time limit for the Contract performance. In this case the Buyer must certify to the Seller

in writing form the events that make delivery, installation or start up of the subject of the Contract impossible. The time limit for the Contract performance can be extend up to 3 months, unless the parties of the Contract decide in a different manner.

16.8. Setting of disputes

All disputes arising from the present Contract, failing amicable settlement shall be resolved by the Arbitration Court of the Polish Chamber of Commerce in Warsaw in accordance with the rules of this Court.

17. Requirements concerning the security on due performance of the Contract: we do not require.

18. Procedure for additional explanations.

Contractor is authorized to address the Awarding Entity only in written form, fax or e-mail is also allowed with request for additional information regarding the content of Terms of Reference - in this proceeding till 25th of May 2010. The Awarding Entity will respond all the inquiries according to the article 38 of the Act – “Public Procurement Law”.

The questions and the answers will be published on web site of the Awarding Entity.

19. Information on legal protection measures available to an the Contractor during the contract award procedure.

Contractor’s legal protection laws are included in Chapter VI of the Public Procurement Law of January 29, 2004 which is available on the Public Procurement Office (PPO) web site: www.uzp.gov.pl

20. Other matters.

For all matters not regulated in this Terms of Reference, the provisions of Public Procurement Law of January 29, 2004 will apply.

Michał Urbański

Vice-Director for Administrative and Technical Affairs

This order has been founded by the EU: project No. POIG.02.01.00-14-081/09-00 Mikrosystemy i NanoTechnologie Elektroniczne dla Innowacyjnej Gospodarki „MINTE” (MEMS and Electronic NanoTechnologies for Innovative Economy).

Requirements and technical parameters of the (RIE/ICP) platform for dielectric and polymer etching

No.	Parameter	Requirement	The column to the fulfilment by the Tender*
1	2	3	4
1.	Model type		specify
2.	Production year	2010	confirm
3.	Country of origin		specify
4.	Manufacturer		specify
5.	Device	Brand new	confirm
6.	General requirements	A platform for selective and reproducible plasma etching of dielectrics, polymers and noble metals. The platform has to consist of two independent RIE tools (two process chambers) with ICP	confirm
7.	Types of processes	Etching processes: chamber No. 1 - SiO ₂ , Si ₃ N ₄ , SiC, polyimide; chamber No. 2 - Pt, Au, Ni	confirm
8	Plasma generation	Independent of both chamber No.1 and No.2	confirm
		ICP plasma sources optimized for etching of 6" wafers	confirm
		RF Generators with automating matching of impedance, power ≥ 3000 W	confirm and specify
9.	Process chambers No. 1 and No. 2	Single wafer chambers, optimized for substrate sizes 4" and 6", up to 10 mm thick (chamber No. 1 and No. 2)	confirm
		Each process chamber made from a full block of Aluminium (absence of welding seams)	confirm
		Pumping flanges with diameter ≥ 200 mm	confirm and specify
		Electrically heated	confirm
		Each chamber has to consist its own two front/side flanges with viewport ≥ 40 mm	confirm and specify
10.	Substrate electrodes	Powered with RF sources of 13.56 MHz: a) ≥ 600 W (chamber No. 1) b) ≥ 300 W (chamber No. 2), both with automatic matching of impedance	confirm and specify
		Water cooled in the range of at least $-30 \div 80^{\circ}\text{C}$ with heater/chillers controlled by computer	confirm and specify
		Electrode heating (in chamber No. 2) up to at least 350°C	confirm and specify
		Each chamber has to consist its own helium backside cooling with mechanical clamping for both 4" and 6" wafers	confirm

11.	Vacuum system for the process chambers	Each chamber has to consist its own independent pumping system	confirm
		Dry pump $\geq 60 \text{ m}^3/\text{hr}$	confirm and specify
		Turbomolecular pump, throughput $\geq 1300 \text{ l/s}$, magnetic bearing	confirm and specify
		Automatic control of the base pressure and the etching process pressure	confirm
12.	Loading systems	Each chamber has to consist its own loading system	confirm
		Loadlocks with suitable dry pumps	
		Loading systems suitable for 4" wafers (ready to use), possible to use with 6" wafers; the system has to be safe for wafers with membranes	confirm
13.	Clean room interfaces	„Through the wall“ clean room interfaces for both chambers	confirm
14.	Computer sets with LCD	Each chamber must have its own operating PC	confirm
		Configuration: Processor Intel Core 2 Duo, min. 2.66 GHz, 4 MB cache; RAM: min. 3 GB; two hdd: 320 GB; DVD drive; USB ports; LCD min. 17"; keyboard, mouse, network card; UPS $\geq 1500 \text{ VA}/1000 \text{ W}$; Clean room compatible computer table	confirm and specify
15.	Endpoint detection	Chamber No. 1: PC controlled OES for taking the whole spectrum 200 – 880 nm, incl. automatic choice of one or more wavelengths; possible to use OES in chamber No. 2	confirm and specify
16.	Computer control	Each chamber (No. 1 and No. 2) should be computer controlled with software based on Windows XP Pro or Windows 7	confirm and specify
17.	Gas supply chamber No. 1:	Seven MFC controlled gas lines, incl. particle filters, pressure gauges and valves; one heated line*: C_4F_8^* , CF_4 , O_2 , SF_6 , Ar, CHF_3 , He	confirm
	chamber No. 2:	Six MFC controlled gas lines, incl. particle filters, pressure gauges and valves; three heated with bypass lines*: Cl_2^* , BCl_3^* , HBr^* , Ar, O_2 , SF_6	
18.	Two steps acceptance test: a) Preliminary acceptance test at the Contractor facility b) Final acceptance test at the Awarding Entity site after installation and start up of the system	Demonstration of etching processes according to the Appendix No. 2 to this Terms of Reference. Tests to check the etch rates, selectivity to PR (or other materials e.g. SiO_2 or Si), reproducibility and uniformity across the wafer; the sample wafers will be supplied by the Awarding Entity	confirm
19.	Completion of the tender including	maximally to 24 weeks after signing the Contract, but delivery of the device has to	specify

	installation, start up and testing	be not earlier than 15.10.2010.	
20.	Process training	Training of three persons during acceptance tests	confirm
21.	Hardware training	Training of three persons at a supplier site; ensured within a few months after installation time	confirm
22.	User manual and system documentation	in Polish or English; <ul style="list-style-type: none"> • User manual: pdf file and printed on dust-free paper, • system documentation: pdf file and printed one 	confirm
23.	Consumables for the period of warranty	Ensured and delivered with the tools	confirm and specify the list of consumables
24.	Spare parts	Ensured within 10 years after the date of the final acceptance protocol	confirm
25.	Free of charge service hot line - technical and process support	Ensured within at least 3 years after the date of the final acceptance protocol	confirm
26.	Service response	Ensured within max. 3 working days after the claim	confirm
27.	Technical and process support	Ensured within 10 years after the date of the final acceptance protocol	confirm
28.	Warranty period	Minimum 12 months after the date of the final acceptance protocol	confirm and specify
29.	Post warranty service	Ensured within 10 years after the date of the final acceptance protocol	confirm
30.	Installation requirements	Attach installation requirements: electrical, gases and other	specify

***Imprecise or inaccurate fulfilment of the table in the column 4 will result in rejection of the offer.**

Table 1. Process requirements – chamber No. 1

	Etching processes	Layer thickness / structure dimensions	Requirements
1.	PECVD Si ₃ N ₄	~ 1 – 2 um / 2 – 12 um	r > 250 nm/min selectivity to PR ≥ 5 (isotropic profile) selectivity to PR ≥ 1.5 (anisotropic profile) selectivity to SiO ₂ ≥ 15 (isotropic profile) selectivity to SiO ₂ ≥ 2 (anisotropic profile)
2.	thermal SiO ₂ in a deep trench	~ 1 um / 2 – 12 um	r > 200 nm/min selectivity to PR ≥ 1 selectivity to Si ≥ 2
3.	thermal SiO ₂ on the wafer surface	~ 1 um/ 2- 12 um	r ≥ 25 nm/min selectivity to PR ≥ 3 selectivity to Si ≥ 5 controlled profile in the range of 45° - 90°
4.	Polyimide through the Al, or Ti, or SiOxNy mask	~ 10 um / 2 – 12 um	r > 1 um/min selectivity to Al ≥ 30 (anisotropic profile)
5.	SiC	500 nm/ 2 – 12 um	r ≥ 100 nm/min selectivity to PR ≥ 0.5:1 (anisotropic profile)

Etch uniformity across the wafer 4" and 6" ≤ ±5%
Reproducibility ≤ ±3%.

Table 2. Process requirements – chamber No. 2

	Etching processes	Layer thickness / structure dimensions	Requirements
1.	Pt	~ 1 um/ 2 – 12 um	r > 50 nm/min
2.	Au	~ 1 um / 2 – 12 um	r > 120 nm/min
3.	Ni	~ 1 um/ 2- 12 um	r ≥ 10 nm/min

Etch uniformity across the wafer 4" and 6" ≤ ±5%
Reproducibility ≤ ±5%.

.....
/address stamp of the Contractor/

.....
/date/

STATEMENT

Acting in accordance with the contract award procedure, we certify that we fulfil the requirements specified in Article 22 paragraph 1 of Public Procurement Law, which states that eligible to compete for a Contract are economic operators who fulfil the requirements concerning:

1. authorisation to perform specific activities or actions, if such authorisations are required by the law;
2. knowledge and experience;
3. appropriate technical potential and personnel capable of performing a contract;
4. economic and financial standing.

.....
/signature of the Contractor or his Authorised Representative/

.....
/address stamp of the Contractor/

.....
/date/

S T A T E M E N T

Acting in accordance with the contract award procedure, there is lack of grounds to exclude us from proceeding due to non-fulfilment of conditions referred to in Article 24 paragraph 1 Public Procurement Law.

.....
/signature of the Contractor or his Authorised Representative/

List of the component tasks of the order that the Tenderer intends to assign to subcontractors

(in case no such tasks please fill in with dashes)

No.	The scope of contract, which the Tenderer intends to assign to subcontractors.
1.	
2.	
3.	
4.	
5.	

.....
/signature of the Contractor or his Authorised Representative/