



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



PURCHASE CONTRACT

This purchase contract ("**Contract**") was concluded pursuant to section 2079 *et seq.* of the act no. 89/2012 Coll., Civil Code ("**Civil Code**"), on the day, month and year stated below by and between:

- (1) **Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,

registration no.: 68378271,

represented by: RNDr. Michael Prouza, Ph.D.. – director

("Buyer"); and

- (2) **Optical Surfaces Ltd.,**

with its registered office at: Godstone Road, Kenley Surrey CR8 5AA UK,

registration no.: 2641133,

represented by: Dr. Aris Kouris

("Seller").

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

WHEREAS

- (A) The Buyer is a public contracting authority and the beneficiary of a grant of the Ministry of Education, Youth and Sports of the Czech Republic for projects within the Operational Programme Research, Development and Education ("**Projects**").
- (B) For the successful realization of the Projects it is necessary to purchase the Objects of Purchase (as defined below) in accordance with the Rules for the Selection of Suppliers within the Operational Programme Research, Development and Education.
- (C) The Seller wishes to provide the Objects of Purchase to the Buyer for consideration.
- (D) The Seller's bid for the public procurement entitled "*LAn Vacuum Windows TP20_046*", whose purpose was to procure the Objects of Purchase ("**Public Procurement**"), was selected by the Buyer as the most suitable.

IT WAS AGREED AS FOLLOWS:



1. **BASIC PROVISIONS**

1.1 Under this Contract the Seller shall hand over to the Buyer 3 pieces of vacuum windows that are described in Annex 1 (*Technical Specification*) to this Contract in the quality and with the properties described therein ("**Objects of Purchase**") and shall transfer to the Buyer ownership right to the Objects of Purchase, and the Buyer shall take over the Objects of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.

1.2 The Objects of Purchase (all of its parts) shall be new (not remanufactured).

2. **MANUFACTURING OF THE OBJECTS OF PURCHASE**

2.1 Parties acknowledge that at the time of the conclusion of this Contract the Objects of Purchase do not exist and the Seller must prepare manufacturing drawings of the Objects of Purchase ("**Manufacturing Drawings**"), and subsequently manufacture the Objects of Purchase.

2.2 The Seller shall prepare Manufacturing drawings based on the drawings and conceptual designs of the Objects of Purchase that are provided by the Buyer under this Contract ("**Buyer's Drawings**"). The Seller acknowledges that Buyer's Drawings are protected by the act no. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts as an author's work. The Seller may use Buyer's Drawings only and solely for the purposes of the fulfilment of this Contract, i.e. for the manufacture of the Objects of Purchase for the Buyer.

2.3 The Buyer considers Buyer's Drawings to be confidential information. The Seller must ensure that Buyer's Drawings will be accessed only by persons (e.g. employees and subcontractors) that need such access for the fulfilment of this Contract.

2.4 The Seller, as a professional business entity, must verify whether the Buyer's Drawings have any deficiencies. The Seller must ensure that the Objects of Purchase comply with all the requirements stipulated in this Contract and are fully functional.

2.5 The Manufacturing Drawings must comply with Buyer's Drawings and this Contract and shall be approved by the Buyer prior to the manufacture of the Objects of Purchase. If the Buyer suggests any modifications, the Seller shall incorporate such modifications or shall explain, why it refuses to do so. By approving the Manufacturing Drawings and/or suggesting modifications, the Buyer does not take over the responsibility of the Seller to ensure that the Objects of Purchase meet all the requirements stipulated in this Contract. The Seller, as the professional business legal entity shall be solely responsible for any and all defects and deficiencies of the Objects of Purchase.

2.6 The Seller must act in such a way that this Contract is performed in time and in due manner. If the Manufacturing Drawings are not approved by the Buyer within 15 working days, the Seller is entitled to proceed with the manufacturing process.



3. **THE PLACE OF DELIVERY**

The Buyer shall takeover the Objects of Purchase at the premises where the Objects of Purchase are manufactured. The Seller shall inform the Buyer after the conclusion of this Contract of the exact address of the place of delivery.

4. **THE TIME OF DELIVERY**

4.1 The Seller shall finish and shall package two pieces of the Objects of Purchase within 18 weeks from the effectiveness of this Contract. One piece shall be finished and packaged within 28 weeks from the effectiveness of this Contract. The Seller is entitled to finish and package the Objects of Purchase earlier, if the Buyer agrees to it, however, only under the condition that the minimum delay between first two piece of the Objects of Purchase and the third piece must be 8 weeks.

4.2 If the Seller cannot perform this Contract in time due to the circumstances that were hard to foresee and the Seller had no control over (e.g. COVID-19 measures), the Seller shall request the Buyer for the extension of the time of delivery. Such a request shall be accompanied with the supporting evidence. The Buyer shall extent the time of delivery for the period of time that corresponds to the duration of the unforeseen circumstances.

5. **THE OWNERSHIP RIGHT**

The ownership right to the Objects of Purchase shall be transferred to the Buyer upon the signature of the acceptance protocol by both Parties.

6. **PRICE AND PAYMENT TERMS**

6.1 The purchase price for all of the Objects of Purchase and related costs is stated in the price table that forms Annex 2 (Price sheet) to this Contract (“**Purchase Price**”). Value added tax shall be paid in accordance with the applicable legal regulations.

6.2 The Purchase Price cannot be exceeded and include all costs and expenses of the Seller related to the performance of this Contract. The Purchase Prices include, among others, all expenses related to the handover of the Objects of Purchase, costs of copyright, insurance, warranty service and any other costs and expenses connected with the performance of this Contract. Costs of customs shall be covered by the Buyer.

6.3 The Purchase Price shall be paid in the currency stipulated in Annex 2 (Price sheet) on the basis of a tax document – invoice, to the account of the Seller designated in the invoice. The Purchase Price shall be paid in the following manner:

- a) 30 % of the Purchase Price shall be paid after the Manufacturing Drawings are approved by the Buyer; and



- b) 70 % of the Purchase Price shall be paid after the signature of the acceptance protocol. The copy of the acceptance protocol shall be attached to the invoice.

Each Object of Purchase may be manufactured separately and, therefore, paid for separately in accordance with the above stipulated payment terms.

6.4 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer's account on behalf of the Seller's account.

6.5 The invoice issued by the Seller as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:

- a) name and registered office of the Buyer,
- b) tax identification number of the Buyer,
- c) name and registered office of the Seller,
- d) tax identification number of the Seller,
- e) registration number of the tax document,
- f) scope of the performance (including the reference to this Contract),
- g) the date of the issue of the tax document,
- h) the date of the fulfilment of the Contract,
- i) Purchase Price,
- j) registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice,
- k) declaration that the performance of the Contract is for the purposes for a certain project - the Buyer shall inform the Seller of the title and registration number of such project at the request of the Seller.

6.6 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

7. SELLER'S DUTIES

7.1 The Seller shall ensure that the Objects of Purchase are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.



- 7.2 During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.
- 7.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.
8. **HANDOVER AND TAKEOVER OF THE OBJECT OF PURCHASE**
- 8.1 Prior to the handover and takeover of the Objects of Purchase the Seller shall test the Objects of Purchase in accordance with Annex 1 (*Technical Specification*) to this Contract. The Seller shall inform the Buyer in advance of the date of the testing and shall allow the Buyer to be present during the testing.
- 8.2 Handover and takeover of the Objects of Purchase shall be realized on the basis of an acceptance protocol. The acceptance protocol may be signed only after the Objects of Purchase were tested and packaged in accordance with Annex 1 (*Technical Specification*) to this Contract and are completely prepared to be transported.
- 8.3 Each Object of Purchase may be handed over separately. In such case, the Object of Purchase shall have its own acceptance protocol.
- 8.4 If the Seller fails to duly package any of the Objects of Purchase or if any of the Objects of Purchase does not meet requirements stipulated in this Contract, the Buyer is entitled to refuse the takeover (acceptance) of such Object(s) of Purchase. In such a case the Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) to accept the Object(s) of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object(s) of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the acceptance protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the acceptance protocol regarding the date of the removal, the Seller shall remove the deficiencies within ten (10) working days.
9. **WARRANTY**
- 9.1 The Seller shall provide a warranty of quality of the Objects of Purchase for the period of 3 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 9.2 The warranty period shall begin on the day of the signature of the acceptance protocol. If the acceptance protocol lists any deficiencies, the warranty period shall begin on the day, which follows the day, in which the last deficiency was removed.



- 9.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.
- 9.4 If the Buyer ascertains a defect of the Objects of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 9.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: aris@optisurf.com. The Seller shall confirm within 24 hours from the receipt of the notification.
- 9.6 In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:
- a) ask for the removal of the defect by the delivery of new Objects of Purchase or its individual parts, or
 - b) ask for the removal of the defect by repair, or
 - c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Buyer, however, the Buyer shall take into account reasonable suggestion of the Seller. The Buyer is also entitled to withdraw from this Contract, if by delivering the Objects of Purchase with defects this Contract is substantially breached.

- 9.7 The Seller shall remove the defect within 4 weeks from its notification, unless Parties agree due to the nature of the defect otherwise.
- 9.8 The Seller shall remove the defect within terms stipulated in this Contract even if the notification of the defect is in his opinion unjustified. In such a case the Seller is entitled to ask for reimbursement of the costs of removal of the defect. If Parties disagree on whether the notification of the defect is justified or not, the Buyer shall ask an expert for the expert's opinion, which shall determine whether the notification of the defect was justified or not. In the case that the expert shall consider the notification as justified, then the Seller shall bear costs of the expert's opinion. If the expert considers the notification to be unjustified, then the Buyer shall reimburse the Seller for verifiably and effectively incurred costs of removal of the defect.
- 9.9 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal.
- 9.10 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.



9.11 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Objects of Purchase.

10. **PENALTIES**

10.1 If the Seller is in delay with the performance of this Contract, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,01 % of the Purchase Price for every (even commenced) day of delay.

10.2 If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05 % of the Purchase Price for every (even commenced) day of delay.

10.3 The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.

10.4 Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 10 % of the Purchase Price.

10.5 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.

11. **LIMITATION OF COMPENSATION**

If any of the Parties breaches any provision of this Contract and such breach shall result in the financial loss or other harm to the other Party, the breaching Party shall provide compensation for such financial loss or other harm. However, Parties agree that such compensation shall be limited to 100 % of the Purchase Price. Indirect and consequential financial losses or other harms shall not be compensated.

12. **RIGHT OF WITHDRAWAL**

12.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:

- a) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than 2 weeks;
- b) Manufacturing Drawings do not comply with the requirements in Annex 1 (*Technical Specification*) and the deficiencies cannot be remedied;
- c) The Object of Purchase during testing does not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification*) and the deficiencies cannot be remedied;



- d) the insolvency proceeding is initiated against the Seller; or
- e) the Buyer ascertains that the Seller provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

13. **SPECIAL PROVISIONS**

By signing this Contract, the Seller becomes a person that must cooperate during the finance control within the meaning of Section 2 letter e) of the act no. 320/2001 Coll., on finance control in the public administration, and shall provide to the Directing Body of the Operational Programme Research, Development and Education or other control bodies access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are subject to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by these acts. The Seller shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The possibility of effective control must be preserved until the year 2029.

14. **PUBLICITY**

Parties are aware that this Contract shall be published in the register of contracts in accordance with the Act no. 340/2015 Coll., on the Register of Contracts.

15. **FINAL PROVISIONS**

- 15.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 15.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferably settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 15.3 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 15.4 All modifications and supplements of this Contract must be in writing.
- 15.5 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.



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- 15.6 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 15.7 An integral part of this Contract is Annex 1 (*Technical Specification*) and Annex 2 (*Price sheet*). If Annex 1 (*Technical Specification*) uses the term “Contracting Authority” or “contracting authority” it means Buyer. If Annex 1 (*Technical Specification*) uses the term “Supplier” or “supplier” it means Seller.
- 15.8 This Contract shall be valid on the date of the signature of both Parties and effective on the day, on which it was published in the register of contracts within the meaning of the Act no. 340/2015 Coll., on the Register of Contracts.

IN WITNESS WHEREOF attach Parties their handwritten signatures:

Buyer

Signature: _____

Name: RNDr. Michael Prouza, Ph.D.

Position: director

Date:

Seller

Signature: _____

Name: Dr. Aris Kouris

Position:

Date:



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ANNEX 1

TECHNICAL SPECIFICATION

Confidentiality Level	<i>RP - Restricted by policies</i>	TC ID / Revision	00277196/C
Document Status	<i>Document Released</i>	Document No.	N/A
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Project branch	<i>Engineering & Scientific documents (E&S)</i>		
Document Type	<i>Specification (SP)</i>		

[RSD Product Category C]

L4n Vacuum Windows

TP20_046



Keywords

n/a

	Position	Name
Responsible person	Chief Optical Designer	Daniel Kramer
Prepared by	Chief Optical Designer	Daniel Kramer

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Reviewed By			
<i>Name (reviewer)</i>	<i>Position (reviewer)</i>	<i>Date</i>	<i>Signature (approver)</i>
Jiří Kubricht	Lawyer	Via TC	
Lucie Kaletusová	Clean room Specialist		
Ladislav Půst	Manager Installation of Technology		
Lukáš Brabec	Team Leader of Vacuum and Cryogenic		
Pavel Trojek	Senior Researcher L4		
Veronika Olšovcová	Safety Team Manager		
Viktor Fedosov	SE & Planning Group Leader; Quality Manager		

Approved by			
<i>Name (approver)</i>	<i>Position (approver)</i>	<i>Date</i>	<i>Signature (approver)</i>
Daniel Kramer	Team Leader Scientific OD	Via TC	
Bedřich Rus	Laser Systems Group Leader		

Revision History				
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2	D. Hanusková	10.09.2020	Version for review	B
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1. Introduction

1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on products applying in L4n Laser Beam transport of ELI Beamlines. This leads to the identification of interfaces with the ELI science-based technology. This RSD also acts as the parent document for the technical requirements that need to be addressed in lower level design description documents (see chapter 1.4).

1.2. Scope

This RSD contains all of the technical requirements: functional, performance and design, packaging, safety and quality requirements for the products **L4n Vacuum Windows** (further referred to as "**Windows**").

Three Windows are requested within the tender number **TP20_046**.

The **Windows** will be located in the E3 hall under the following PBS codes:

RA1.L4BT.L4N.BO.WIN

1.3. Terms, Definitions and Abbreviations

For the purpose of this document, the following abbreviated terms are applied:

Abbreviation	Meaning
CA	Contracting Authority (Fyzikální ústav AV ČR, v. v. i.)
ELI	Extreme Light Infrastructure
HPFS	Fused Silica brand from CORNING
NIFS	Fused Silica brand by NIKON
L4n	Non compressible beamline from ATON L4 laser
NCR	Nonconformity Report
PSD	Power Spectral Density
QR	Quality Report
RA1	Research activity 1
RMS	Root Mean Square
RSD	Requirements Specification Document

1.4. Reference documents

Number of doc.	Title of Document/File
RD-01	00275933-L4n-W1_window rev01.pdf

1.5. References to standards

If this document includes references to standards or standardized/standardizing technical documents the CA allows/permits also another equal solution to be offered.

2. Functional, Performance and Design requirements

Functional, performance and design requirements for the **Windows** are summarized within reference drawing **RD-01** (see chapter 1.4).

2.1. General requirements

REQ-030818/A

The Supplier shall provide basic manufacturing drawing for the **Windows** in conformity with the reference drawing **RD-01** (see chapter 1.4) and overall layout of the wavefront metrology concept. The documents shall demonstrate to the CA that the requirements from **RD-01** were properly taken into account by the Manufacturer and the metrology concept is consistent.

REQ-030819/A

The parameters of the **Windows** shall correspond to the requirements given in the reference drawing **RD-01** (see chapter 1.4).

Verification method:

Specific Quality Report: I, II, III, V (see REQ-030825/A) to demonstrate the fulfillment of the requirements

REQ-030820/A

The RMS microroughness of the S1 and S2 sides of the **Windows** shall be equal to or less than 1.2 nm.

Verification method:

Specific Quality Report: IV (see REQ-030825/A) to demonstrate the fulfillment of the requirements

REQ-030821/A

The substrate material used for the **Windows** shall be Corning HPFS 7980 grade at least 0B or Nikon NIFS-U.

NOTE: Equivalent Fused Silica material can be offered, but shall be approved in advance by the CA.

Verification method:

Specific Quality Report: VI (see REQ-030825/A)

3. Packaging requirements

3.1. General requirements

REQ-030822/A

The **Windows** shall be cleaned and packaged in the clean environment of **class 6** according to **ČSN EN ISO 14644** (equivalent to EN ISO 14644) or cleaner.

REQ-030823/A

Each **Window** shall be placed in a PET-G container preventing damage, degradation and contamination. The PET-G container shall be packed in a minimum of two plies separate clean packaging and placed in a sufficiently padded box for transport.

4. Safety Requirements

REQ-030824/A

The Supplier shall supply a **Declaration of Conformity** or any other equivalent document legally recognized and accepted in the Czech Republic for each product type if the appropriate legislation determines the Supplier's obligation to have a Declaration of Conformity (or the equivalent document) for the purposes of a Device sale in the Czech Republic to fulfil the requirements of 2001/95/EC directive or applicable Czech law.

5. Quality requirements

5.1. Quality Reports (QRs)

REQ-030825/A

For each **Window**, the Supplier shall perform the following tests of product quality and provide corresponding **specific quality reports (I - V)**:

- I. An interferometric report of the transmitted wavefront through the clear aperture;
 - II. Cosmetic quality report listing the main defects and their locations;
 - III. Microroughness report from a witness sample polished by the same process or the Window itself.
NOTE: The Microroughness can be demonstrated by a measurement report validating the entire process;
 - IV. Dimensional report listing the main dimensions;
 - V. Material report showing at least the Fused Silica inclusion and homogeneity class, batch number and producer.
-

5.2. Documentation and data control

REQ-030826/A

For each **Window**, the Supplier shall provide a **Declaration of Conformity** (or the equivalent document) with technical requirements defined by the product RSD and ensure completeness of the products.

REQ-030827/A

For each **Window**, the Supplier shall provide the interferometric data from the **Quality report I** (see REQ-030825/A) in a digital form readable by Zygo MX software. Data format shall be agreed with the CA.

REQ-030828/A

The Supplier shall use the following data formats:

- *.dat (Zygo binary file format for interferograms);
 - *.JPG, *.PDF/A, *.HTML;
 - CAD 2D: *.dwg;
 - CAD 3D: *.stp, *.ste, *.step or other 3D CAD formats agreed with the CA;
 - *.doc, *.docx, *.xls, *.xlsx, *.ppt, *.pptx (for MS Office or OpenDocument Format).
-

REQ-030829/A

The Supplier shall provide the following type of documents:

- 2D final manufacturing drawings approved by the CA;
 - Printable format for text documents.
-

5.3. Nonconformity Control System

REQ-030830/A

The Supplier shall establish and maintain a nonconformity control system compatible with ČSN EN ISO 9001 (equivalent to EN ISO 9001), or equivalent.

5.4. Phasing of the delivery

This chapter is intended to briefly summarize basic milestones of the Contract delivery. These milestones represent gates (checkpoints) where the quality of the delivery is to be evaluated. Delivery shall not proceed past these gates unless their satisfactory accomplishment is approved by the CA.

Delivery lifecycle shall contain at least the following phases (**quality gates**):

- **Qualification of Design;**
- **Manufacturing;**
- **Acceptance.**

5.4.1. Qualification of Design

Summary of what has to be provided by Supplier in terms of documentation (QRs and manufacturing drawings) before starting the manufacturing. The goal is to verify the **manufacturing drawings**.

The output of this phase is **Qualified Design**.

REQ-030831/A

Before the ending of Qualified Design phase the Supplier shall provide the following information that shall be agreed by the CA:

- structure and content of quality reports (see REQ-030825/A);
- **HOW** and **WHEN** each of the technical requirements related to the final products will be verified (through QRs, see REQ-030825/A).

REQ-030832/A

The Supplier shall present to the CA the following documents for approval:

- detailed procedures related to the testing during Manufacturing phase;
- final manufacturing drawings and metrology layout (see REQ-030818/A and REQ-030829/A). No proprietary information shall be revealed to the CA on the drawings.

5.4.2. Manufacturing

The goal is to demonstrate that the manufactured products meet the specified technical requirements (RSD) of the CA.

This quality gate concerns primarily:

- **Testing at Supplier's site** (factory testing);
- **Packaging**

The output of this phase is the **Verified Final Products meeting requirements**.

REQ-030833/A

The results of the Manufacturing phase of verification shall be recorded by the Supplier in corresponding QRs (see REQ-030825/A) and provided to the CA for approval (see chapter 5.4.3).

5.4.3. Acceptance

The Acceptance phase shall demonstrate the following:

- Final products have been successfully verified and this process has been documented in an appropriate way through QRs (see REQ-030825/A);
- All detected nonconformities have been solved in accordance with REQ-030830/A;
- Final products are free of fabrication errors.

The output of this phase is the **Accepted Products**.

In case of successful acceptance phase, the CA will provide to the Supplier signed acceptance protocol. In case of unsuccessful acceptance stage, the CA will provide to the Supplier Nonconformity Report (NCR) and process in accordance with REQ-030830/A shall be applied.

REQ-030834/A

Verification process shall be carried out by the Supplier and it is successfully completed when the final products comply with all specifications and the results of this process are documented in an appropriate way through QRs (see REQ-030825/A).

NOTE: Acceptance will be carried out by the CA (or if required, representatives/contractors appointed by the CA) on the final products at the Supplier's site.



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ANNEX 2

PRICE SHEET

Annex no. 4 - Price Sheet

	Price in EUR net of VAT	Price in USD net of VAT
1. piece of the Vacuum Window	44,435.00 €	\$ -
2. piece of the Vacuum Window	44,435.00 €	\$ -
3. piece of the Vacuum Window	44,435.00 €	\$ -
Total Bid Price	133,305.00 €	\$ -

* The economic operator shall fill only one column according to a currency that it prefers.

One column stating the unselected currency will always remain unfilled.