



FRAMEWORK PURCHASE CONTRACT

This framework 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 Czech Academy of Sciences, 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) **OptiXs, s. r. o.,**

with its registered office at: Křivoklátská 37, 199 00 Prague 9,

registration no.: 02016770,

represented by: Ing. Martin Klečka, CEO

("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 project ADONIS - Pokročilý výzkum s využitím fotonů a částic vytvořených vysoce intenzivními lasery", reg. č. CZ.02.1.01/0.0/0.0/16_019/0000789 and other projects ("**Projects**"), all within the Operational Programme Research, Development and Education.
- (B) For the successful realization of Projects it is necessary to purchase the Objects of Purchase (as defined below) in accordance with Rules for the Selection of Suppliers within the Operational Programme Research, Development and Education and the Act no. 134/2016 Coll., on Public Procurement.
- (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 "*Uncoated Mirror Substrates TM-45 for 30 J, 30 fs @ 810 nm petawatt laser L3 Beam Transport in ELBA Beamline [TP21_033]*", 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 (for the whole duration of this Contract) hand over to the Buyer devices, which shall meet requirements listed in Annex 1 (*Technical Specification*) to this Contract (“**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 Under this Contract the Seller shall (“**Related Activities**”):
- a) transport the Objects of Purchase to the place of delivery under the conditions stipulated in Annex 1 (*Technical Specification*) to this Contract,
 - b) verify that the Objects of Purchase meet all requirements stipulated in this Contract;
 - c) verify that the Objects of Purchase are fully functional; and
 - d) cooperate with the Buyer during the performance of this Contract.
- 1.3 The Objects of Purchase shall be supplied new (not remanufactured).

2. FIRM AND OPTIONAL SCOPE OF DELIVERY

The first delivery (firm scope)

- 2.1 As the first delivery, the Seller shall supply to the Buyer the Objects of Purchase in the number specified in Annex 2 (*Price sheet*) to this Contract. The Seller shall supply the first delivery without any request of the Buyer.

Optional deliveries

The Seller shall further supply to the Buyer optional Objects of Purchase up to the number specified in Annex 2 (*Price sheet*) to this Contract on the basis of written requests of the Buyer (“**Requests**”).

- 2.2 In each Request the Buyer shall specify the number of Objects of Purchase that the Buyer wishes to procure. The maximum number of Requests the Buyer is entitled to make is three. Only Requests accepted by the Seller count to this maximum number.
- 2.3 The Seller shall confirm in writing the acceptance of the Request within two working days from its receipt, at the latest.
- 2.4 By delivering the confirmation of the acceptance of the Request the individual purchase contract is concluded.
- 2.5 The Request is considered to be made in writing even if it was sent via email. The Request is considered as confirmed in writing even if it was confirmed via email.

3. VACANT

4. THE PLACE OF DELIVERY



The place of delivery is at the address: ELI Beamlines, Průmyslová 836, post code 252 41, Dolní Břežany, Czech Republic or other address in Dolní Břežany specified by the Buyer prior to the delivery of Objects of Purchase.

5. **DURATION OF THE CONTRACT**

- 5.1 This Contract is concluded for a fixed time period, and it is for 24 months since the signature of this Contract by both contractual parties.

6. **THE TIME OF DELIVERY**

- 6.1 The Seller shall deliver the Objects of Purchase and shall carry out Related Activities within 32 weeks from the conclusion of the individual purchase contract (i.e. the delivery of the confirmation that the Request was accepted), or, in the case of the first delivery, from the conclusion of this Contract.
- 6.2 The Buyer shall extend the time of delivery at the request of the Seller, if the Seller is not able to fulfill this Contract due to circumstances that the Seller had no control over and such circumstances were hard to anticipate and are hard to overcome (e.g. COVID-19 measures). In order for the Buyer to extend the time of delivery, the Seller must prove to the Buyer that such circumstances happened unless these are generally or publicly known. The Buyer shall extend the time of delivery by the period corresponding to the time that is necessary for obstacles to disappear or to be overcome by the Seller. However, this does not affect the right of the Buyer to withdraw from this Contract in accordance with the Article 14.
- 6.3 The Seller is entitled to handover the Objects of Purchase during working days between 7:30 and 17:30 hours, unless otherwise agreed by the Parties. Exact working days shall be determined on the basis of mutual agreement. If the agreement is not reached, the Seller shall perform during the last day, on which it is possible to fulfill this Contract in time and the Buyer shall provide to the Seller for this purpose necessary cooperation.

7. **THE OWNERSHIP RIGHT**

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

8. **PRICE AND PAYMENT TERMS**

- 8.1 The purchase price of Objects of Purchase is stated in Annex 2 (*Price sheet*) to this Contract ("**Purchase Price**").
- 8.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Objects of Purchase and execution of Related Activities, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.



- 8.3 The Purchase Price for the Objects of Purchase shall be paid in EUR on the basis of a tax document – invoice, to the account of the Seller designated in the invoice.
- 8.4 The Purchase Price shall be paid in the following manner:
- a) 20 % of the Purchase Price shall be paid after the signature of this Contract or after the conclusion of the individual purchase contract;
 - b) 40% of the Purchase Price shall be paid after the Buyer approves the results of the Manufacturing phase (REQ-033315/A); and
 - c) 40% of the Purchase Price shall be paid after the acceptance of the Objects of Purchase by the Buyer; the copy of the acceptance protocol must be attached to the invoice.
- 8.5 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.
- 8.6 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, and
 - k) declaration that the performance of the Contract is for the purposes of a certain project (the Seller shall ask the Buyer for the identification data of the project prior to issuing the invoice).
- 8.7 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.



- 8.8 Last invoice of every calendar year must be delivered to the Buyer on December 15 of that calendar year, at the latest.

9. SELLER'S DUTIES

- 9.1 The Seller shall ensure that the Objects of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
- 9.2 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.
- 9.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.

10. ACCEPTANCE OF THE OBJECTS OF PURCHASE

- 10.1 The Buyer shall confirm delivery of the Objects of Purchase to the Place of Delivery to the Seller (or to a carrier) immediately after their takeover. Due to the need of carrying out the inspection of the delivered Objects of Purchase under special conditions (cleanroom environment), the Buyer shall be authorized to inspect the Objects of Purchase and to identify potential apparent defects within 5 weeks from taking over the delivery. If the inspection will be successful – ie. Objects of Purchase will meet requirements of this Contract, the Buyer will issue acceptance protocol to the Seller.
- 10.2 If the Objects of Purchase do not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the Objects 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) takeover the Objects of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper use of the Objects 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.

11. WARRANTY

- 11.1 The Seller shall provide a warranty of quality of the Objects of Purchase for the period of 1 month. 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.
- 11.2 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.
- 11.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.



- 11.4 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.
- 11.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: servis@optixs.cz. The Seller shall confirm within 24 hours from the receipt of the notification.
- 11.6 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. The Buyer is also entitled to withdraw from this Contract, if by delivering the Objects of Purchase with defects this Contract is substantially breached.

- 11.7 The Seller shall remove the defect within 4 weeks from its notification, unless Parties agree due to the nature of the defect otherwise.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 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.

12. **PENALTIES**

- 12.1 If the Seller is in delay with the delivery of any of the Objects of Purchase to the place of delivery and such delay lasts for more than 5 weeks, the Seller shall pay to the Buyer a contractual penalty in



the amount of 0,05% of the Purchase Price (of the delayed Object of Purchase) calculated from the first day of the delay for every (even commenced) day of delay.

- 12.2 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 of the defective Object of Purchase for every (even commenced) day of delay.
- 12.3 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.
- 12.4 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 (regardless of whether such claims for payment are payable or not).

13. **TERMINATION BY NOTICE**

- 13.1 The Buyer is entitled to terminate this Contract by a written notice anytime without stating its reasons.
- 13.2 The notice period is one (1) month and shall start on the first day of the month that follows the month in which the Seller received the written notice.

The termination takes effect as of the last day of the notice period. The rights and obligations of the Parties relating to the first delivery and to the already accepted Requests remain unaffected by the termination.

14. **RIGHT OF WITHDRAWAL**

- 14.1 The Buyer is entitled to withdraw from this Contract or individual purchase contracts without any penalties, if any of the following circumstances occur:
 - d) the Seller shall be in delay with the delivery of any of the Objects of Purchase and such delay lasts more than 5 weeks (5 weeks from the expiry of the extended time of delivery in case it is extended in accordance with Art. 6.3 hereof);
 - e) the insolvency proceeding is initiated against the Seller; or
 - f) 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 award procedure, which preceded the conclusion of this Contract.

15. **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 2033.

16. CONFIDENTIALITY

- 16.1 Parties shall not disclose information that shall become available to them in connection with this Contract and its performance and whose disclosure could harm the other Party. Duties of the Buyer ensuing for the applicable legal regulations remain unaffected. The Seller is particularly aware that the Buyer must make this Contract including all its annexes publicly available in accordance with the act no. 134/2016 Coll., on Public Procurement and act no. 340/2015 Coll., on the register of contracts.

17. SOCIAL, ECOLOGICAL AND INNOVATIVE ASPECTS

- 17.1 The Buyer aims to conclude contracts with the suppliers that take into account and implement the principles of social responsibility, ecological sustainability and innovation. Therefore, the Seller shall ensure that
- 17.1.1 this Contract shall be fulfilled only by persons that are employed in accordance with the applicable legal regulations (no illegal or child workers);
 - 17.1.2 while performing this Contract, all applicable health and safety regulations and rules at work place are observed;
 - 17.1.3 all persons performing this Contract are employed under fair and non-discriminatory working conditions;
 - 17.1.4 if presented with different manners of fulfilling this Contract, the Seller shall select the solution/process that is in accordance with the principles governing nature conservation and nature protection, ecological sustainability and ecological waste management; and
 - 17.1.5 if presented with different manners of fulfilling this Contract, the Seller shall select the solution/process that is the most innovative.

18. FINAL PROVISIONS

- 18.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 18.2 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.
- 18.3 The Seller takes into account that the Buyer is not in relation to this Contract an entrepreneur, nor the subject matter of this Contract is connected with the business activities of the Buyer.



- 18.4 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.
- 18.5 All modifications and supplements of this Contract must be in writing.
- 18.6 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.
- 18.7 If any Party breaches any duty under this Contract and knows or should have known about such breach, it shall notify it to the other Party and shall warn such Party of possible consequences of the breach.
- 18.8 This Contract is executed electronically with electronic signatures of the parties.
- 18.9 An integral part of this Contract is Annex 1 (*Technical Specification*) and Annex 2 (*Price sheet*). If in Annex 1 (*Technical Specification*) is used term "Contracting Authority", it is meant Buyer and by term "supplier" is meant the Seller.
- 18.10 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

Seller

Signature: _____

Name: Ing. Martin Klečka

Position: CEO



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



ANNEX 1

TECHNICAL SPECIFICATION

Confidentiality Level	PU - Publish	TC ID / Revision	00315255/D
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PBS codes	E.E5.MSE.		
Project branch	Engineering & Scientific documents (E&S)		
Document Type	Specification (SP)		
<div>[RSD Product Category B]</div> <div>Uncoated Mirror Substrates TM-45</div> <div>for 30 J, 30 fs @ 810 nm petawatt laser L3 Beam Transport in ELBA Beamline</div> <div>[TP21_033]</div> <div></div> <div>Keywords</div> <div>n/a</div>			
	Position	Name	
Responsible person	Leader of Electron Acceleration Group	Gabriele Maria Grittani	
Prepared by	Research Assistant	Lorenz Sebastian	

RSS History			
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023233/A.001	9.9.2021	9.9.2021	J. Adamec

Reviewed By			
<i>Name (reviewer)</i>	<i>Position (reviewer)</i>	<i>Date</i>	<i>Signature (approver)</i>
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Pavel Bakule	Group Leader of L1 Allegra Laser	<i>Noticed (category B)</i>	
Veronika Olšovcová	Group Leader of Safety	<i>Noticed (category B)</i>	
Daniel Kramer	Group leader of Optical Materials Development	<i>Noticed (category B)</i>	
Viktor Fedosov	Group Leader of Quality and Planning	<i>Noticed (category B)</i>	

Approved by			
<i>Name (approver)</i>	<i>Position (approver)</i>	<i>Date</i>	<i>Signature (approver)</i>
Gabriele Maria Grittani	Leader of Electron Acceleration Group		

Revision History				
<i>Revision Number</i>	<i>Revision Made by</i>	<i>Date of Revision</i>	<i>Revision description</i>	<i>TC Revision</i>
1	Lorenz Sebastian	7.9.2021	Draft preparation	A

2	J. Adamec	9.9.2021	Praparation for review	B
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4	J. Adamec R. Toman D. Kramer	30.11.2021	Final version	D

Table of Content

1. Introduction	4
1.1. Purpose	4
1.2. Scope	4
1.3. Terms, Definitions and Abbreviations	4
1.4. Reference documents	4
1.5. References to standards	4
2. Functional, Performance and Design requirements	5
2.1. General requirements	5
2.2. Marking	5
3. Packaging and transport requirements	5
3.1. General requirements	5
3.2. Transport	6
4. Quality control	6
4.1. Quality Reports (QRs)	6
4.2. Documentation and data control	6
4.3. Nonconformity Control System	7
4.4. Phasing of the delivery	7
4.4.1. Manufacturing	7
4.4.2. Acceptance	7

1. Introduction

1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on products applying in ELBA beamline in ELI project. 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, delivery, safety and quality requirements for the following product (tender number – TP21_033): **Uncoated Turning Mirror Substrates for ELI L3 laser** (further referred to as "**Mirror substrate**" or "**Mirror substrates**" in plural).

The products will be located in the E5 experimental hall after coating. These Mirror substrates are registered in the BPS software under the following PBS code: *E.E5.MSE*.

1.3. Terms, Definitions and Abbreviations

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

Abbreviation	Meaning
CA	Contracting Authority (Institute of Physics AV CR, v. v. i.)
ELI	Extreme Light Infrastructure
NCR	Nonconformity Report
QR	Quality Report
RA2	Research activity 2
RD	Reference Document
RMS	Root Mean Square
RSD	Requirements Specification Document

1.4. Reference documents

Number of doc.	Title of Document/File
RD-01	00265452-C_L3BT TM45 uncoated substrate.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 **mirror substrates** are summarized within reference drawing **RD-01** (see chapter 1.4).

2.1. General requirements

REQ-033303/A

The Supplier shall produce **6 pcs** of the **mirror substrates** for ELBA beamline in accordance with the requirements given in the reference drawing **RD-01** (see chapter 1.4) and plus up to **6 pcs** the **mirror substrates on request**.

REQ-033304/A

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

Specific Quality Report: I, II, III, IV (see REQ-033311/A)

REQ-033305/A

The material used for the **mirror substrates** shall correspond to the requirement from the reference drawing **RD-01** (see chapter 1.4) so that no bubbles are present close to the S1 surface. Any other material shall be approved in advance by the CA.

Specific Quality Report: V (see REQ-033311/A)

REQ-033306/A

2 pcs 2" diameter witness samples for shall be provided by the Supplier for each mirror substrate.

NOTE 1: There is no specification for the surface flatness. However, the quality of the polish should be 20/10 scratch/dig - exactly the same polishing procedure as the main mirror substrates.

NOTE 2: The witness shall use the same material as the main pieces.

2.2. Marking

REQ-033307/A

The **mirror substrates** shall be marked with bead blasting or by laser engraving according to the reference drawing **RD-01** (see chapter 1.4) with character size at least 8 mm. The first part number of this contract shall start with number "**62**".

3. Packaging and transport requirements

3.1. General requirements

REQ-033308/A

All the mirror substrates 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-033309/A

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

3.2. Transport

REQ-033310/A

The transportation to the final destination shall be conducted by the Supplier.

4. Quality control

4.1. Quality Reports (QRs)

REQ-033311/A

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

- I. An interferometric report of the full clear aperture. Sub-aperture measurement is acceptable for spatial periods below 6 mm. At least 2 measurement locations are required for the sub-aperture measurement;
- II. S-D report listing the main defects and their locations;
- III. Microroughness report from the centre of clear aperture. Witness sample processed in the same way can be used too;
- IV. Dimensional report listing the main dimensions;
- V. Material report showing the Fused Silica class, batch number and producer.

4.2. Documentation and data control

REQ-033312/A

For each mirror substrates, the Supplier shall provide a report about fulfillment of the technical requirements defined by the product RSD, and completeness of the product (see REQ-033316/A).

REQ-033313/A

For each mirror substrates, the Supplier shall provide the interferometric data from the quality report I (see REQ-033311/A) in a digital form readable by Zygo MX software. Data format shall be agreed with the CA.

4.3. Nonconformity Control System

REQ-033314/A

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

4.4. 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**):

- **Manufacturing;**
- **Acceptance.**

4.4.1. 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 the Supplier's site** (factory testing);
- **Packaging.**

The output of this phase is a **Verified Final Product**.

REQ-033315/A

The results of the Manufacturing phase of verification shall be recorded by the Supplier in corresponding QRs (see REQ-033311/A) and provided to the CA for approval (see chapter 4.4.2).

4.4.2. Acceptance

The Acceptance phase shall demonstrate the following:

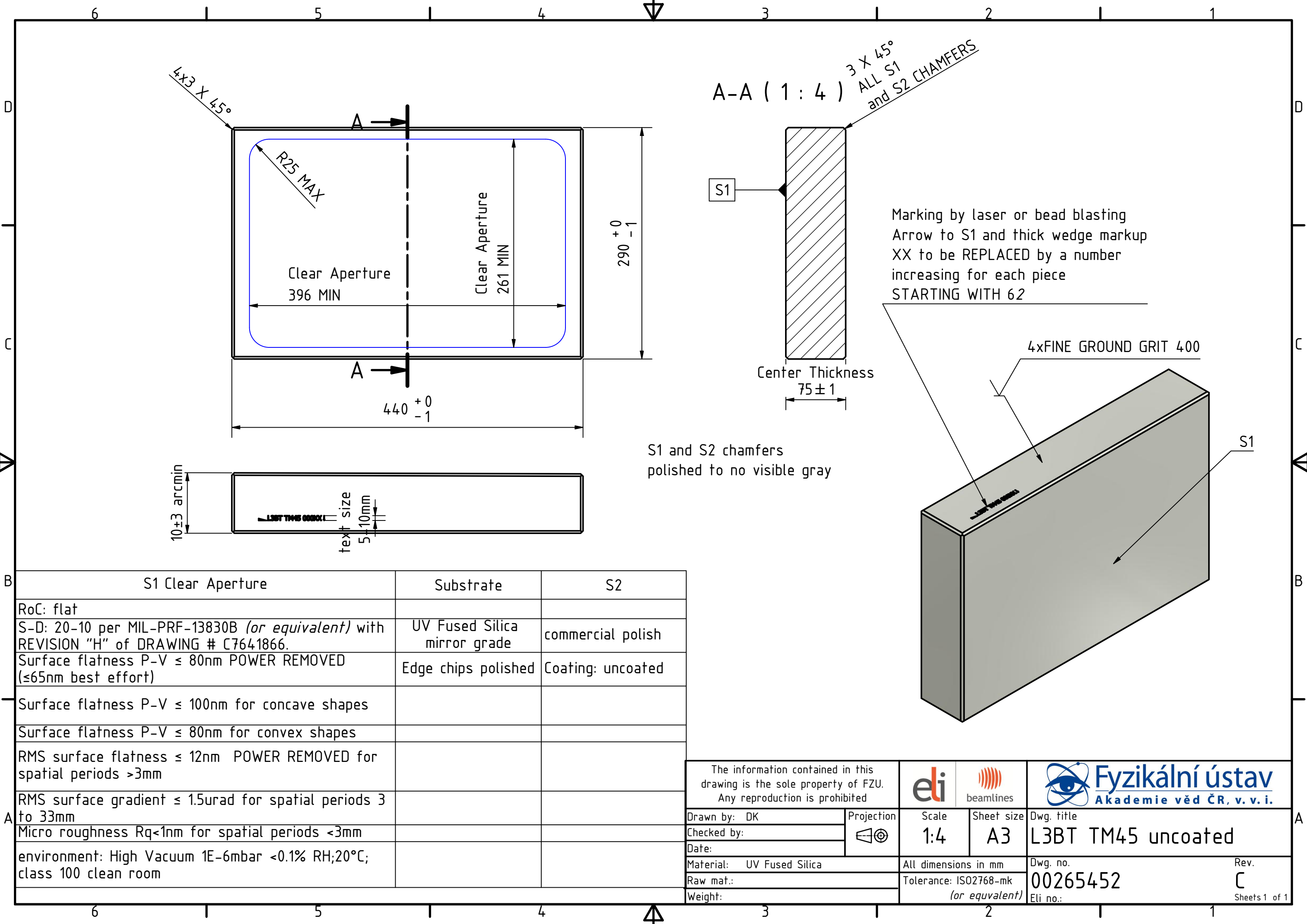
- Final products have been successfully verified and this process has been documented in an appropriate way through QRs (see REQ-033311/A);
- All detected nonconformities have been solved in accordance with REQ-033314/A;
- Final products are free of fabrication errors.

The output of this phase is an **Accepted Final Product**.

In case of successful acceptance phase, the CA shall provide to the Supplier signed acceptance protocol. In case of unsuccessful acceptance stage, the CA shall provide to the Supplier Nonconformity Report (NCR) and process in accordance with REQ-029548/A shall be applied.

REQ-033316/A

Verification process shall be carried out by the Supplier and it is successfully completed when the final products comply with all specifications (see REQ-033312/A) and the results of this process are documented in an appropriate way through QRs (see REQ-033311/A).
NOTE: Acceptance will be carried out by the CA on the final products after their delivery to the ELI Beamlines research centre.





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ANNEX 2

PRICE SHEET

**Uncoated Mirror Substrates TM-45 for 30 J, 30 fs @ 810 nm petawatt laser L3 Beam
Transport in ELBA Beamline [TP21_033]**

#	Item	Unit	Quantity	Price without VAT per unit	Total price without VAT
1	Mirror substrates - the first delivery	pc	6	17 988,00 €	107 928,00 €
2	Mirror substrates - optional deliveries (pieces)	pc	6	17 988,00 €	107 928,00 €
Total Bid Price without VAT					215 856,00 €