

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, PhD. – director

("Buyer"); and

(2) **SmarAct GmbH,**

with its registered office at: Schütte-Lanz Str. 9, Oldenburg, 26135

registration no.: HRB 200036

represented by: i.A. Natalie Nowak

("Supplier")

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

WHEREAS

(A) The Supplier's bid for the public procurement entitled "Compact high-accuracy and high-rigidity piezo positioners with position encoders **TP22_009**", whose purpose was to procure the Object 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 Supplier shall supply to the Buyer the compact high-accuracy and high-rigidity piezo positioners with position encoders and will provide the Buyer with related services as stipulated in Annex 1 (*Technical Specification*) to this Contract, in the quality described therein ("**Object of Purchase**"), and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Supplier the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.

- 1.2 The Supplier promises to the Buyer that if for the fulfillment of the requirements of the Buyer under this Contract or the proper operation of the Object of Purchase are necessary other deliveries and activities not mentioned in this Contract, the Supplier shall procure such deliveries or shall carry out such activities at its own expense without any effect on the Purchase Price.

2. **THE PLACE OF DELIVERY**

The place of delivery is: Fyzikální ústav AVČR, v.v.i / ELI-Beamlines, Za Radnicí 836, 252 41 Dolní Břežany, Czech Republic.

3. **THE TIME OF DELIVERY**

- 3.1 The Supplier shall deliver the Object of Purchase and shall carry out related activities within 30 weeks from the signature of this Contract.
- 3.2 At the request of the Supplier, the fulfillment date will be extended by the time for which the Supplier is unable to fulfill this Contract in time due to circumstances that occurred independently of its will and which are difficult to predict (e.g. measures in connection with covid-19). In the application, the Supplier shall state the facts and attach documents (evidence) that are important for the assessment of whether the conditions for the extension are met, unless they are generally known facts or publicly available information.

4. **THE OWNERSHIP RIGHT**

The ownership right to the Object of Purchase shall pass to the Buyer upon signature of the Acceptance Protocol (as defined below) by both Parties.

5. **PRICE AND PAYMENT TERMS**

- 5.1 The purchase price of Objects of Purchase is stated in Annex 2 (Price sheet) to this Contract ("**Purchase Price**") without value added tax ("**VAT**"). VAT will be paid in accordance with the applicable legal regulations.
- 5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Supplier related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Object 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.
- 5.3 The Purchase Price for the Object of Purchase shall be paid in EUR on the basis of a tax document – invoice, to the account of the Supplier specified in the invoice. The Supplier is entitled to issue the invoice after signature of the Acceptance Protocol. Copy of the Acceptance Protocol must be attached to the invoice. The invoice must be delivered to the Buyer without undue delay after the signature of the Acceptance Protocol.
- 5.4 If this Contract is being performed in line herewith without substantial breaches hereof by the Supplier and if it might ease or speed up performance of this Contract by the

Supplier and if the Supplier will present plan of performance of activities that are to come to deliver Object of purchase the Buyer reserves the right to provide the Supplier with Purchase price or part of the Purchase price sooner than after signature of the Acceptance Protocol. If the conditions stipulated above are met the Buyer is entitled to modify the payment in favor of the Supplier and to provide it with any prepayment.

5.5 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt. If the Supplier stipulates any shorter due period of the invoiced amount in an invoice such different due period shall not be deemed relevant and the due period stipulated herein prevails. 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 Supplier's account.

5.6 The invoice issued by the Supplier as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Supplier 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 Supplier,
- d) tax identification number of the Supplier,
- 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 Supplier based on Supplier's request before the issuance of the invoice,

and must comply with the double tax avoidance agreements, if applicable.

5.7 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Supplier 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.

6. **SUPPLIER'S DUTIES**

6.1 The Supplier shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes.

6.2 During performance of this Contract the Supplier proceeds independently. If the Supplier receives instructions from the Buyer, the Supplier shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Supplier 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 Supplier must notify the Buyer.

7. **HANDOVER OF THE OBJECT OF PURCHASE**

7.1 Handover and takeover of the Object of Purchase shall be realized on the basis of an acceptance protocol ("**Acceptance Protocol**").

7.2 If the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case the Supplier shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise – The Buyer will accept longer period than stated in a case the Supplier will prove, he is unable to remedy the deficiencies in 10 working days limit. The Buyer is entitled (but not obliged) to take over the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer from the proper operation of the Object of Purchase. In such a case 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 Supplier shall remove the deficiencies within ten (10) working days.

7.3 Parties exclude the application of the Section 2126 of the Civil Code.

8. **WARRANTY**

8.1 The Supplier shall provide a warranty of quality of the Object of Purchase for the period of 12 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.

8.2 The warranty period shall begin on the day of the signature of the Acceptance Protocol by both Parties. 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.

8.3 The Supplier shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.

8.4 If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify the Supplier such defect without undue delay. Defects may be notified on the last day of warranty period, at the latest.

8.5 The Buyer notifies defects in writing via e-mail. The Supplier shall accept notifications of defects on the following e-mail address: nowak@smaract.com. The Supplier shall confirm within 2 working days from the receipt of the notification.

8.6 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 Object of Purchase or its individual parts, or

- b) ask for the removal of the defect by repair, or
- c) ask for the adequate reduction of the Purchase Price, if the repair cannot be fulfilled by the Supplier.

The choice among the above mentioned rights belongs to the Buyer. However, the Supplier is not entitled to request delivery of a new Object of Purchase or its parts in case of removable defects unless the same defect occurs repeatedly. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with defects this Contract is substantially breached.

- 8.7 The Supplier shall remove the defect within 21 calendar days from its notification, unless Parties agree otherwise – the Buyer will accept longer period than stated in a case the Supplier will prove, he is unable to remove the defect in 21 calendar days limit.
- 8.8 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 and its removal if the Buyer was prevented from using the Object of Purchase due to the defect removal.
- 8.9 In case that the Supplier does not remove the defect within stipulated time or if the Supplier refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Supplier shall reimburse these costs within 10 days after the Buyer's request to do so.
- 8.10 The warranty does not cover defects caused by unprofessional manipulation or by failure to follow Supplier's instructions for the operation and maintenance of the Object of Purchase.
- 8.11 Parties exclude the application of Section 1925 of the Civil Code.

9. **PENALTIES**

- 9.1 If the Supplier is in default regarding the delivery of the Object of Purchase, i.e. the Supplier breaches its duty to perform this Contract in time and due manner, the Supplier shall pay to the Buyer a contractual penalty in the amount of 0.05% from the Purchase Price (excl. VAT) for each (even commenced) day of default.
- 9.2 If the Supplier is in default with the removal of the defect of individual part of the Object of Purchase, the Supplier shall pay to the Buyer a contractual penalty in the amount of 0.02% calculated from relevant part of the Purchase Price of the Object of Purchase for each (even commenced) day of default.
- 9.3 The Supplier 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.

9.4 Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 5 % of the Purchase Price.

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

9.6 Parties exclude the Section 2050 of the Civil Code.

10. **RIGHT OF WITHDRAWAL**

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

- d) the Supplier shall be in delay with the fulfilment of this Contract and such delay lasts more than two (2) months
- e) The Object of Purchase shall not repeatedly fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification*)
- f) the insolvency proceeding is initiated against the Supplier; or
- g) the Buyer ascertains that the Supplier 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.

11. **SPECIAL PROVISIONS**

By signing this Contract, the Supplier 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 Research, Development and Education Operational Program 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 Supplier 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 2028.

12. **ECOLOGICAL, SOCIAL AND INNOVATIVE ASPECTS OF THIS CONTRACT**

The Buyer aims to conclude contracts with suppliers that take into account and implement the principles of social responsibility, ecological sustainability and innovation. Therefore, the Supplier shall ensure that:

- a) this Contract shall be fulfilled only by persons that are employed in accordance with the applicable legal regulations (no illegal or child workers);

b) while performing this Contract, all applicable health and safety regulations and rules at work place are observed;

c) all persons performing this Contract are employed under fair and non-discriminatory working conditions;

d) if presented with different manners of fulfilling this Contract, the Supplier 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

e) if presented with different manners of fulfilling this Contract, the Supplier shall select the solution/process that is the most innovative.

13. **FINAL PROVISIONS**

13.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.

13.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable 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.

13.3 The Supplier bears the risk of changed circumstances within the meaning of Section 1765 of the Civil Code.

13.4 The Supplier is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Supplier is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Supplier is not entitled to transfer rights and duties from this Contract or its part on third parties.

13.5 All modifications and supplements of this Contract must be in writing.

13.6 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.

13.7 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.

13.8 Integral parts of this Contract is Annex 1 (*Technical Specification*) and Annex 2 (Price sheet). In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 (*Technical Specification*) the provisions of this Contract shall prevail.

13.9 This Contract shall be valid on the date of the signature of both Parties and affective on the day of its publication in the register of contracts according to the respective legal regulation.

- 13.10 Delivery conditions not governed by this Contract shall be governed by CIP Incoterms, however in a case of any discrepancy between the provisions of this Contract and CIP Incoterms, the provisions of this Contract shall prevail. CIP Incoterms shall not apply to acquisition of ownership right of the Object of the Purchase.
- 13.11 The Buyer makes the Supplier aware that the Buyer is going to transfer the ELI Beamlines research facility (as of today owned and operated by the Buyer) to the Extreme Light Infrastructure ERIC (ELI ERIC). The Extreme Light Infrastructure ERIC (ELI ERIC) is a legal person set up under the Regulation (EC) No 723/2009 and it is the future long term owner and operator of the ELI Beamlines facility. The Seller by entering this Contract agrees that the Buyer is entitled to assign all rights and obligations from this Contract to Extreme Light Infrastructure ERIC (ELI ERIC) without further consent of the Supplier (The Parties consider this to be a consent of the Supplier within the meaning of the Section 1895 of the Civil Code). The Buyer shall inform the Supplier on the completed assignment without undue delay and in accordance with Section 1897 of the Civil Code, the assignment shall become effective at the moment of its notification to the Supplier.

IN WITNESS WHEREOF attach Parties their handwritten signatures

Buyer

Signature: _____

Name: RNDr. Michael Prouza, PhD.

Position: Director

Date:

Supplier

Signature: _____

Name: i.A. Natalie Nowak

Position: Technical Sales Engineer

Date:

ANNEX 1
TECHNICAL SPECIFICATION

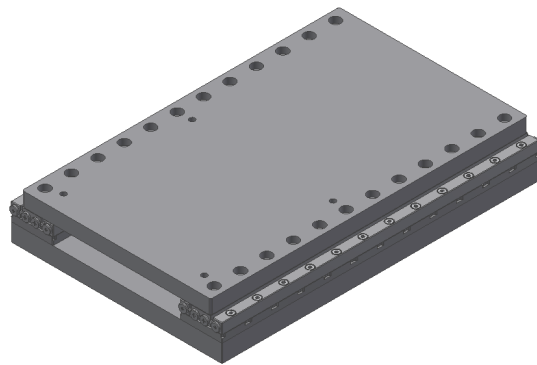
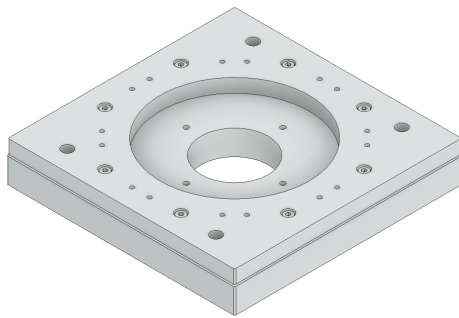
Note: Annex No 2 Technical specification to the Invitation to submit a bid

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[RSD product category A]

Compact high-accuracy and high-rigidity piezo positioners with position encoders

TP22_009



Keywords

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	Position	Name
Responsible person	Head of department of Laser Systems / Senior Scientist	Bedřich Rus
Prepared by	Research Assistant	Petr Szotkowski

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<i>Reviewed By</i>			
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Bedřich Rus	Head of department of Laser Systems / Senior Scientist	21.2.2022	

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<i>Change No.</i>	<i>Made by</i>	<i>Date</i>	<i>Change description, Pages, Chapters</i>	<i>TC rev.</i>
1	P. Szotkowski, P. Tůma	15.2.2021	RSD draft creation	A
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3	J. Adamec P. Szotkowski	18.2.2021	RSD update; Final version	C
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Content

1. Introduction	4
1.1. Purpose.....	4
1.2. Scope	4
1.3. Terms, Definitions and Abbreviations.....	4
1.4. References to standards	5
1.5. Summary of Purchase Requirements	5
2. General Functional and Performance requirements.....	5
2.1. Compact rotary positioners parameters.....	5
2.2. Rotary positioners parameters	6
2.3. Rotary positioners with aperture parameters	6
2.4. Linear positioners parameters	7
2.5. Linear >100mm travel range positioners parameters	7
2.6. Goniometer	7
2.7. Connector and cables	7
2.8. Vacuum Suitability.....	8
3. Delivery requirements	9
4. Safety Requirements	9
5. Quality Requirements	10
5.1. General Quality Requirements	10

1. Introduction

1.1. Purpose

The Contracting Authority, Fyzikální ústav AV ČR, v.v.i. (FZU), is undertaking the ELI Beamlines project in the Czech Republic with the objective of building state of the art laser technologies to implement research in the field of laser-matter interaction.

The aim of this public contract is to procure, for use in the project, vacuum compatible high-precision and compact, high rigid and straightness piezo positioners with position encoder meeting the requirements specified in the following sections.

1.2. Scope

This RSD contains all of the technical requirements: functional, performance, delivery, safety and quality requirements for the following product (*tender number - TP22_009*): **Compact, high rigid and straightness piezo positioners with position encoder** (further referred to as "**Positioner**" or "**Positioners**" in plural).

The Positioners are integral parts of the L4 compressor optomechanics and will be located in the L4c hall. These Positioners are registered in the PBS database under the following PBS code: *RA1.L4.CMP1.10PW.OM*.

The Positioners are a products Category A according to the ELI Beamlines RSD categories. The category A is an Off-the-shelf Product without the necessity of modifications and the necessity to be subjected to a verification programme (review of design, inspection and testing) for ELI applications by the actual project specifications. All verification activities performed by a supplier shall be executed in accordance with the supplier's plan of outgoing inspection and tests. The verification of all specified parameters listed in this RSD shall be undertaken by the supplier before delivery to the ELI Beamlines facility. Furthermore, the Positioners may be subject to testing and verification upon delivery to the ELI Beamlines facility by qualified personnel. All non-conformances (if any) must be addressed by the supplier in a timely manner.

1.3. Terms, Definitions and Abbreviations

For the purpose of this document, the following abbreviations apply:

Abbreviation	Meaning
CA	Contracting Authority (Institute of Physics CAS)
ELI	Extreme Light Infrastructure
RGA	Residual Gas Analysis
RSD	Requirements Specification Document
HV	High Vacuum
UHV	Ultra High Vacuum
LEMO	LEMO connector
D-SUB	D-SUB type of connector

1.4. References to standards

If this document or RD-01 include references to standards or standardized/ standardizing technical documents the CA allows/permits also another equivalent solution to be offered.

1.5. Summary of Purchase Requirements

The Contracting Authority's requirement is for:

- **12 in number high-precision high-load vacuum compatible piezo electrical positioners:**
 - **1 in number compact rotary positioner**
 - **3 in number rotary positioners**
 - **4 in number rotary positioners with large central aperture**
 - **1 in number linear positioner**
 - **2 in number linear positioners, >100mm travel range**
 - **1 in number goniometer**
- **Cables, sensors and controllers:**
 - **12 cables and connectors for the positioners**
 - **11 adapter cables**
 - **12 pieces of sensor modules**
 - **7 pieces of positioner controllers (with two channels)**
 - **1 rack housing**
 - **15 adapter cables at least 6m long**

The positioners shall be designed and manufactured specifically for use in a high vacuum environment (vacuum pressure 10^{-6} mbar or better). The piezo motor electrical characteristics and wiring connections shall be fully detailed in accompanying technical documentation. More detailed information on functional and performance requirements is provided in Section 2 below.

2. General Functional and Performance requirements

2.1. Compact rotary positioners parameters

REQ-033734/A

The positioner shall provide single-axis rotation motion driven by the piezo motor.

REQ-033735/A

The positioner shall provide unlimited rotation motorized travel.

REQ-033736/A

The positioner shall provide blocking torque at least 10 N and maximal normal force 5 N.

REQ-033737/A

The positioner shall provide resolution of at least $2 \mu^\circ$ in open-loop mode and at least $15 \mu^\circ$ in closed-loop mode.

REQ-033738/A

The outer dimensions of the body of the positioner shall not exceed 50 mm (length) x 50 mm (width) x 14 mm (height).

2.2. Rotary positioners parameters

REQ-033739/A

The positioner shall provide single-axis rotation motion driven by the piezo motor.

REQ-033740/A

The positioner shall provide unlimited rotation motorized travel.

REQ-033741/A

The positioner shall provide blocking torque at least 10 N and a maximal normal force of 25 N.

REQ-033742/A

The positioner shall provide resolution of at least $1 \mu^\circ$ in open-loop mode and at least $15 \mu^\circ$ in closed-loop mode.

REQ-033743/A

The outer dimensions of the body of the positioner shall not exceed 92 mm (length) x 92 mm (width) x 19 mm (height).

2.3. Rotary positioners with aperture parameters

REQ-033744/A

The positioner shall provide single-axis rotation motion driven by the piezo motor.

REQ-033745/A

The positioner shall provide unlimited rotation motorized travel.

REQ-033746/A

The positioner shall provide clear aperture > 80 mm.

REQ-033747/A

The positioner shall provide blocking torque at least 15 N and maximal normal force of 20 N.

REQ-033748/A

The positioner shall provide resolution of at least $0,5 \mu^\circ$ in open-loop mode and at least $5 \mu^\circ$ in closed-loop mode.

REQ-033749/A

The outer dimensions of the body of the positioner shall not exceed 120 mm (length) x 120 mm (width) x 12 mm (height).

2.4. Linear positioners parameters

- REQ-033750/A
The positioner shall provide at least 30 mm of linear motorized travel.
- REQ-033751/A
The positioner shall provide an axial load capacity of at least 20 N over the whole travel.
- REQ-033752/A
The positioner shall provide resolution at least 1 nm in open-loop mode.
- REQ-033753/A
The outer dimensions of the body of the positioner shall not exceed 52 mm (length) x 52 mm (width) x 14 mm (height).

2.5. Linear >100mm travel range positioners parameters

- REQ-033754/A
The positioner shall provide at least 100 mm of linear motorized travel.
- REQ-033755/A
The positioner shall provide an axial load capacity of at least 20 N over the whole travel.
- REQ-033756/A
The positioner shall provide resolution at least 1 nm in open-loop mode.
- REQ-033757/A
The outer dimensions of the body of the positioner shall not exceed 92 mm (length) x 152 mm (width) x 17 mm (height).

2.6. Goniometer

- REQ-033758/A
The goniometer shall provide at least $\pm 5^\circ$ motorized travel.
- REQ-033759/A
The goniometer shall provide blocking torque at least 30 N and maximal normal force 5 N.
- REQ-033760/A
The positioner shall provide resolution at least 0,01 urad in open-loop mode and 0,03 urad in closed-loop mode
- REQ-033761/A
The outer dimensions of the body of the positioner shall not exceed 50 mm (length) x 50 mm (width) x 17 mm (height).

2.7. Connector and cables

REQ-033762/A

The positioners shall be equipped with vacuum compatible cables and vacuum compatible push-pull connectors (e.g. LEMO connector or equivalent) for connecting to the extension cable. Positioner cable shall be at least 120 cm long. The extension cable shall be 200 cm long.

NOTE: Extension cables should be ended by vacuum compatible push-pull connectors (e.g. LEMO connector or equivalent) on one side and vacuum compatible 15-pin D-SUB connector on the other side to be connected to feed-through flange from vacuum side to air side.

REQ-033763/A

The positioners shall be equipped with an integrated optical position sensor to measure the absolute position of the positioner.

REQ-033764/A

A description of cable wires or connector pins, including piezo motor electrical characteristics and time sequence of the piezo motor driving signals, shall be included in the accompanying technical documentation.

REQ-033774/A

The dual channel controllers shall be Euro-size format modules with DIN41612-C connector for insertion into the 19-inch rack mount chassis provided. The chassis shall support at least six dual channel controller modules. Only one chassis is required. Each controller shall provide an RS232 serial interface and a low-level interface together in a high-density D-SUB-26 connector for each axis. The low-level interface shall provide Step, Direction and Enable control inputs, and Positive Limit, Negative Limit and Home control outputs, compatible with TTL logic, and quadrature A, B and Z differential position outputs, compatible with RS422 electrical standards. The serial interface shall provide basic control and status via an ASCII-based command set provided with the documentation.

2.8. Vacuum Suitability

REQ-033765/A

The positioner shall be compatible with vacuum pressures of 10^{-6} mbar or better.

NOTE: Any movable parts of the positioner may be lubricated only by HV compatible lubricant.

REQ-033766/A

All components of the positioner shall be constructed from clean materials proven by Residual Gas Analysis (RGA).

3. Delivery requirements

REQ-033767/A

All components of the positioners shall be cleaned according to a procedure suitable for installation into high-vacuum before packing in contamination-free wrappings.

REQ-033768/A

All components shall be suitable for use in cleanrooms of class 5 according to ČSN EN ISO 14644 (equivalent to EN ISO 14644). All components shall be delivered in a protective package preventing damage and contamination and in a minimum of two plies of clean packaging.

4. Safety Requirements

REQ-033769/A

The Supplier shall supply a **Declaration of Conformity** for each product type if the appropriate legislation determines the Supplier's obligation to have a Declaration of Conformity for the purposes of a Device sale in the Czech Republic. In such a case the Declaration of Conformity shall comply with:

- Act No. 90/2016 Coll., as amended
- Act No. 22/1997 Coll., as amended
- The equivalent legal regulation of another EU member state so that the conditions for the sale of the product in the Czech Republic are met, and/or
- the relevant EU/EC regulation

NOTE: The compliance with these obligations will be demonstrated by the (EU) Declaration of conformity, other relevant documents and the CE marking if required by the relevant regulations. If a delivered product is not required to assess conformity according to specific legislation, the supplier declares, in written form, by concluding the contract that the product complies with the general safety requirement of EU Directive 2001/95/EC on general product safety and that the Supplier duly complies their obligations under this Regulation.

REQ-033770/A

The positioners shall meet the requirements of the ČSN EN 61326-1 standard (equivalent to EN 61326-1) on Electrical Equipment for Measurement, Control and Laboratory Use.

NOTE: The conformity of positioners to the mentioned standard shall be documented by the Supplier in the Declaration of Conformity.

5. Quality Requirements

5.1. General Quality Requirements

REQ-033771/A

The Supplier shall provide the Product Manual as part of the delivered System. Completeness of the Manual shall be approved by the CA. The Manual shall include the instructions and descriptions regarding the following procedures:

- transport, handling, storage, disassembling and cleaning;
- installation and calibration (see REQ-033767/A and REQ-033768/A);
- safe operation, maintenance and disposal procedures;
- description of cable wires or connector pins (see REQ-033764/A);
- list of spare parts, specialized tools, equipment and materials for proper maintenance or repair (if relevant);
- user manual for the software or libraries and for communication protocols.

NOTE: The manual can be supplied in hardcopy or PDF formats.

REQ-033772/A

The Supplier shall provide information of **outgoing check of the Product**. At least this information shall comprise a report about execution of outgoing check and fulfillment of the technical requirements defined by the product RSD, and completeness of the product.

NOTE: Alternatively the Supplier might provide the CA with information (e.g.: catalogue/technical data sheets, product manuals or other similar documentation) subject to the condition that such documentation is detailed enough to prove meeting all requirements stipulated herein.

REQ-033773/A

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

ANNEX 2
PRICE SHEET

Note: Annex No 5 Price Bid Table to the Invitation to submit a bid for the Public Contract awarding procedure as filled in by the selected bidder and included in the bid of the selected bidder to be inserted here by the contracting authority before signature of the final Contract with the selected bidder.

	Item	Requested quantity	Unit price in € (excluded VAT)	Total price for requested quantity (excluded VAT)	identification (product name and number, catalog number etc.)
A	• 12 in number high-precision high-load vacuum compatible piezo electrical positioners:				
1	compact rotary positioner	1			SR-5014-S-HV
2	rotary positioners	3			SR-9219-D-S-HV
3	rotary positioners with large central aperture	4			SR-12012-D-S-HV
4	linear positioner	1			CLS-5252-S-HV
5	linear positioner >100mm travel range	2			CLS-92152-D-S-HV
6	goniometer	1			CGO-60.5-Z-S-HV
B	• Cables, sensors and controllers:				
7	cables and connectors for the positioners	12			LEMO1B-FGG-14 + CBL-E-0603-200
8	adapter cables (for sensor module)	11			CBL-A-0602-60
9	sensor module	12			SDC-1S-ES-SDS15-TAB
10	positioner controllers (with two channels)	7			SDC2-2C-EUR-MOD
11	rack housing	1			SDC2-RACK-19-STD
12	adapter cables at least 6m long	15			CABLE-DSUB15-DSUB15-6M
13	costs of packing and shipping (including all related costs, e.g. costs of shipment insurance)	1			INSURANCE+PACKSHIP-CZ
TOTAL BID PRICE (FOR ALL ITEMS) EXCLUDED VAT				75.617,00 €	