



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

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 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. Michal Prouza, Ph.D., director
(**"Buyer"**); and
- (2) **OptiXs, s.r.o.**,
with its registered office at: Křivoklátská 37/3, Letňany, 199 00 Praha 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 public grants for projects 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 the act no. 134/2016 Coll., on public procurement, and 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 "*Pulse duration monitoring TP22_024*", 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 pulse duration monitoring devices that are described in Annex 1 (*Technical Specification*) to this Contract in the quality 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 Under this Contract the Seller shall also:

- a) transport the Objects of Purchase to the place of delivery;
- b) to elaborate and hand over to the Buyer operational and maintenance manuals of the Objects of Purchase in the extent specified in Annex 1 (*Technical Specification*) or other documents which are necessary for the proper takeover and use of the Objects of Purchase in Czech or English language;
- c) carry out other activities specified in Annex 1 (*Technical Specification*); and
- d) cooperate with the Buyer during the performance of this Contract (“**Related Activities**”).

2. THE PLACE OF DELIVERY

The place of delivery is at the address: Fyzikální ústav AV ČR v.v.i/ELI beamlines, Průmyslová 836, post code 252 41, Dolní Břežany, Czech Republic.

3. THE TIME OF DELIVERY

The Seller shall deliver the Objects of Purchase within 14 weeks.

4. 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.

5. PRICE AND PAYMENT TERMS

5.1 The purchase price for the Objects of Purchase is stated in the Annex 2 (*Price Table*) to this Contract (“**Purchase Price**”). The Purchase Price is stated 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 Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover and acceptance 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.
- 5.3 The Purchase Price for the Objects of Purchase shall be paid on the basis of a tax document – invoice, to the account of the Seller designated in the invoice. The Purchase Price shall be paid after the acceptance of Object(s) of Purchase by the Buyer. The acceptance protocol shall be attached to the invoice.
- 5.4 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt (maturity period). 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. To avoid any doubts Parties declare that if on the invoice is stated a maturity period that is shorter than 30 days, then such maturity period may be disregarded by the Buyer.
- 5.5 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 prior to the issuance of the invoice,
 - k) declaration that the performance of the Contract is for the purposes of a specific project (the number and the title of the project shall be communicated to the Seller based on Seller's request prior to the issuance of the invoice).
- 5.6 The Buyer prefers electronic invoicing on the following address: efaktury@fzu.cz.
- 5.7 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.



6. **SELLER'S DUTIES**

- 6.1 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.
- 6.2 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.
- 6.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.
- 6.4 The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Objects of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Objects of Purchase.

7. **HANDOVER AND ACCEPTANCE OF THE OBJECTS OF PURCHASE**

- 7.1 The Objects of Purchase shall be delivered to the place of delivery and handed over to the Buyer within the time stipulated in this Contract.
- 7.2 The Objects of Purchase may be delivered individually (separately).
- 7.3 If the Seller fails to duly carry out all Related Activities or if the Objects of Purchase do not meet requirements of this Contract, the Buyer is entitled to refuse the acceptance 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) to accept the Objects of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Objects of Purchase. In such a case the Buyer shall notify the deficiencies to the Seller. The Seller shall remove the deficiencies within ten (10) working days, unless Parties (due to the nature of deficiencies) agree otherwise.

8. **WARRANTY**

- 8.1 The Seller shall provide a warranty of quality of the Objects 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 acceptance of the Objects of Purchase by the Buyer.



- 8.3 The Seller 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 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.
- 8.5 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.
- 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 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 Seller's suggestion.

- 8.7 The Seller shall remove the defect within 4 weeks from its notification, unless Parties agree due to the nature of the defect otherwise.
- 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 until its removal.
- 8.9 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.
- 8.10 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.

9. **PENALTIES**

- 9.1 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.
- 9.2 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.

- 9.3 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.

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:

- a) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than 3 weeks;
- b) the insolvency proceeding is initiated against the Seller; or
- c) 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.

11. **SOCIAL, ECOLOGICAL AND INNOVATIVE ASPECTS**

- 11.1 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

- 11.1.1 this Contract shall be fulfilled only by persons that are employed in accordance with the applicable legal regulations (no illegal or child workers);
- 11.1.2 while performing this Contract, all applicable health and safety regulations and rules at work place are observed;
- 11.1.3 all persons performing this Contract are employed under fair and non-discriminatory working conditions;
- 11.1.4 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
- 11.1.5 if presented with different manners of fulfilling this Contract, the Seller shall select the solution/process that is the most innovative.

12. **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 2038.

13. FINAL PROVISIONS

- 13.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 13.2 The Seller is aware that this Contract may be transferred from the Buyer to the Extreme Light Infrastructure ERIC (ELI ERIC), identification no. 10974938. The Seller hereby gives its consent to the abovementioned transfer of this Contract within the meaning of the Section 1895(1) of the Civil Code.
- 13.3 The terms and conditions of this Contract represent the whole agreement between the Parties regarding the subject matter of this Contract and any prior or oral agreements have been either consolidated into this Contract or are disregarded by the Parties.
- 13.4 Parties acknowledge 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.
- 13.5 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.
- 13.6 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.
- 13.7 All modifications and supplements of this Contract must be in writing.
- 13.8 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.
- 13.9 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.



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- 13.10 An integral part of this Contract is Annex 1 (*Technical Specification*) and Annex 2 (*Price Table*). If Annex 1 (*Technical Specification*) uses the term “Contracting Authority”, it means Buyer and if it uses the term “Supplier”, it means Seller.
- 13.11 This Contract shall be valid on the date of the signature of both Parties and effective on the day, on which it is published in the Register of Contracts.

IN WITNESS WHEREOF attach Parties their signatures:

Buyer

Signature: _____

Name: RNDr. Michael Prouza, Ph.D., director

Position: director

Date:

Seller

Signature: _____

Name: Ing. Martin Klečka

Position: CEO

Date:



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ANNEX 1

TECHNICAL SPECIFICATION

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[RSD product category A]

Pulse duration monitoring

TP22_024



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1. Introduction

1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on the devices dedicated to measure pulse duration of different laser beams in experimental hall E1 at the ELI Beamlines facility. This purchase targets three different devices of specific applications.

1.2. Scope

This RSD contains all of the technical requirements related to functionality, performance, design, delivery, safety and quality for **the pulse duration monitoring devices (tender number TP22_024)**. These products shall be used as standalone systems in the E1 experimental hall at the ELI Beamlines facility. The particular products are registered in the PBS software under the following PBS code: **E.E1.OPP.STAB.13-15**.

The devices are **products Category A** according to the ELI Beamlines RSD categories. The category A is an Off-the-shelf Product without necessity of modifications and necessity to be subjected to a verification programme (review of design, inspection and testing). The verification of all specified parameters listed in this RSD shall be undertaken by the supplier before delivery to the ELI Beamlines facility.

1.3. Terms, Definitions and Abbreviations

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

Abbreviation	Meaning
CA	Contracting Authority (Fyzikální ústav AV ČR, v. v. i.)
ČSN EN ISO	Technical standards
E1	Experimental hall 1
ELI	Extreme Light Infrastructure
FZU	Fyzikální ústav, Academy of Sciences of the Czech Republic
FROG	Frequency resolved optical gating
PBS	Product Breakdown Structure
RSD	Requirements Specification Document
SPIDER	Spectral Phase Interferometry for Direct Electric-field Reconstruction

1.4. 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. If the Supplier offers another equal solution the CA shall not reject its bid, once the supplier by appropriate means in the bid proves that the offered supplies, services or works meet in an equivalent manner the requirements including references to standards or technical documents.

2. General requirements

REQ-034573/A

The Supplier shall deliver all the devices listed below:

Device	Quantity (pcs)
Compact autocorrelator	1
Broadband autocorrelator with FROG option	1
SPIDER device	1

REQ-034574/A

The parameters of the individual devices of the system shall be fully compliant with parameters described in the Chapter 3 of this RSD.

REQ-034575/A

The Supplier shall deliver all the accessories (cables, connectors, power supplies, software) necessary to operate the devices.

3. Functional, Performance and Design requirements

3.1. Compact autocorrelator

REQ-034576/A

The Supplier shall deliver a standalone autocorrelator device (including optics, detector and software), hereinafter referred to as **compact autocorrelator**, which shall comply at least with the following specification:

Wavelength range	700 – 1000 nm
Pulse width range (at FWHM)	20 fs – 3 ps
Repetition rate	1 – 100 kHz
Input polarization	Linear (horizontal or vertical)
Maximal dimensions (L×W×H)	180×180×250 mm

REQ-034577/A

The compact autocorrelator shall offer two easily switchable autocorrelation modes: interferometric mode (with collinear beams) and intensity mode (with non-collinear beams).

REQ-034578/A

The compact autocorrelator shall be equipped with Ethernet or USB connectivity for remote control. A defined and documented communication protocol shall be provided.

REQ-034579/A

The compact autocorrelator shall be powered with the standard voltage 230 V and standard frequency 50 Hz.

3.2. Broadband autocorrelator with FROG option

REQ-034580/A

The Supplier shall deliver a standalone autocorrelator device (including interchangeable optics, detector(s) and software), hereinafter referred to as **broadband autocorrelator**, which shall comply at least with the following specification:

Wavelength range	250 – 2000 nm
Pulse width range (at FWHM)	10 fs – 15 ps
Repetition rate	10 Hz – 100 kHz
Input polarization	Linear (horizontal or vertical)
Minimal input aperture	6 mm
Maximal dimensions (L×W×H)	350×250×250 mm

REQ-034581/A

The broadband autocorrelator shall offer two easily switchable autocorrelation modes: interferometric mode (with collinear beams) and intensity mode (with non-collinear beams).

REQ-034582/A

The broadband autocorrelator shall be equipped with Ethernet or USB connectivity for remote control. A defined and documented communication protocol shall be provided.

REQ-034583/A

The broadband autocorrelator shall be powered with the standard voltage 230 V and standard frequency 50 Hz.

REQ-034584/A

The broadband autocorrelator shall be equipped with additional features (including interchangeable optics, detector(s) and software) enabling Frequency-Resolved Optical Gating (FROG) measurements.

REQ-034585/A

FROG option of the broadband autocorrelator shall comply at least with following specification:

Wavelength range	700 – 900 nm
Pulse width range (at FWHM)	20 fs – 500 fs

3.3. SPIDER device

REQ-034586/A

The Supplier shall deliver a standalone device (including optics, detector(s) and software), hereinafter referred to as **SPIDER**, enabling laser pulses characterization by Spectral Phase Interferometry for Direct Electric-field Reconstruction method. This device shall comply at least with the following specification:

Wavelength range	650 – 1050 nm
Pulse width range (at FWHM)	5 – 200 fs
Repetition rate	Single shot – 80 MHz
Input polarization	Linear (horizontal or vertical)
Maximal dimensions (L×W×H)	600×350×250 mm

REQ-034587/A

The SPIDER shall be equipped with trigger input.

REQ-034588/A

The SPIDER shall be equipped with Ethernet or USB connectivity for remote control. A defined and documented communication protocol shall be provided.

REQ-034589/A

The SPIDER shall be powered with the standard voltage 230 V and standard frequency 50 Hz.

4. Building and Environmental conditions

REQ-034590/A

All the devices shall be designed for and capable of meeting all requirements during long term operation in a cleanroom environment of class 7 according to ČSN EN ISO 14644 (equivalent to EN ISO 14644, or equivalent) at minimum temperature range of 19-21 °C and humidity 40-60 % RH.

5. Delivery requirements

REQ-034591/A

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

NOTE: The bid price will be considered by the CA as the final price, the delivery including.

REQ-034592/A

All devices shall be delivered in protective package preventing damage and contamination. The package shall have a minimum of two plies separate clean packaging.

REQ-034593/A

Each item shall be cleaned and packaged in clean environment of class 7 according to ČSN EN ISO 14644 (equivalent to EN ISO 14644, or equivalent) or cleaner.

NOTE 1: If the Supplier cannot fulfil class 7 cleanliness requirements, the Supplier and the CA shall agree on the cleaning method to be used to clean devices without decreasing the devices' performance and to avoid contamination of the clean space of the CA.

NOTE 2: The cleaning methods may include high temperatures (baking out), high gas flow (dry air) and specialised chemical cleaning liquids (alcohol, Isopropyl alcohol, demineralised water).

6. Safety requirements

REQ-034594/A

The Supplier shall supply a Declaration of Conformity (DoC) for each product type. The DoC shall declare compliance in part with:

- Act No. 118/2016 Coll., as amended (2014/35/EU)
- Act No. 117/2016 Coll., as amended (2014/30/EU)
- the other relevant EU/EC regulation

The compliance with these obligations shall be demonstrated by the (EU/EC) DoC and the CE/CCZ marking.

7. Quality requirements

REQ-034595/A

The Supplier shall provide the Product Manual as part of the delivered Device. 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;
- installation;
- safe operation and maintenance procedures.

REQ-034596/A

The Supplier shall provide information on the execution of the outgoing check of the product. At least this information shall comprise a report about the execution of outgoing check and compliance with technical requirements defined by the product RSD and completeness of the product.

REQ-034597/A

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

REQ-034598/A

The Supplier shall use following data formats:

- *.dat; *.JPG; *.PDF/A; *.HTML
- CAD 2D: *.dwg
- CAD 3D: *.stp; *.ste; *.step or other 3D CAD formats agreed with the CA
- text processors *.doc, *.docx, OpenDocument Format
- spreadsheet processors *.xls, *.xlsx, OpenDocument Format
- presentations *.ppt, *.pptx; OpenDocument Format

8. Acceptance

Acceptance will be carried out by the CA on the delivered and complete product. The basis for acceptance will be a report of compliance with the technical requirements defined by the product RSD together with relevant required documentation.

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 ELI nonconformity control process shall be applied (see REQ-034597/A).

REQ-034599/A

The Acceptance phase shall demonstrate the following:

1. Final product has been successfully verified by the Supplier and this process has been documented in an appropriate way (through checklist – template provided by the CA);
2. All detected nonconformities have been solved in accordance with REQ-034597/A;
3. The final product is free of fabrication errors and is ready for the intended operational use.



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ANNEX 2
PRICE TABLE

Price Table (fill in the yellow boxes)	Currency EUR:
Items	Price for 1 pcs (exl. VAT)
Compact autocorrelator	8 669,00
Broadband autocorrelator with FROG option	23 156,50
SPIDER device	33 548,00
Total Bid Price	65 373,50

Please fill the currency in red box - € (for EURO) or CZK (for Czech Crowns). The bid can only be submitted in one currency and only these two currencies are allowed.