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S15/246E



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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: prof. Jan Řídký, DrSc. – director

("Buyer"); and

- (2) **TEVAK, s.r.o.,**

with its registered office at: Praha 10 - Hostivař, K Horkám 421/28, PSČ 10200,

registration no.: 26689022,

represented by: Ing. Pavel Tesař, PhD.

("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 a project „*ELI: Extreme Light Infrastructure*“, registration number CZ.1.05/1.1.00/02.0061 and project “*ELI Phase 2*”, project application No. 1cVzhP (“**Project**”), within the Operational Programme Research and Development for Innovations and Operational Programme Research, Development and Education..
- (B) For the successful realization of the Project it is necessary to purchase the Object of Purchase (as defined below) in accordance with the act no. 137/2006 Coll., on public procurement, and Rules for the Selection of Suppliers within the Operational Programme Research and Development for Innovations.
- (C) The Seller wishes to provide the Object of Purchase to the Buyer for consideration.
- (D) The Seller's bid for the public procurement entitled “*High capacity roughing pump system*”, which was published in the Journal of Public Procurement under the registration number 401374 and whose purpose was to procure the Object of Purchase (“**Public Procurement**”), was selected by the Buyer as the most suitable.



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IT WAS AGREED AS FOLLOWS:

1. BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall hand over to the Buyer a high capacity roughing pump system and accessories, which shall meet requirements listed in Annex 1 (Technical Specification) to this Contract ("**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 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 carry out following activities ("**Related Activities**"):
- a) to transport the Object of Purchase to the place of delivery;
 - b) to verify that the Object of Purchase meets all requirements stipulated in this Contract and adjust the Object of Purchase in the place of delivery, if necessary;
 - c) to elaborate and hand over to the Buyer operational, installation and maintenance manuals of the Object of Purchase and other documents that are necessary for the proper takeover and use of the Object of Purchase in English language in electronic form in the extent specified in Annex 1 (Technical Specification);
 - d) to handover the declaration of conformity of the Object of Purchase with the approved standards, if there are any;
 - e) to elaborate a list of particular items of the Object of Purchase for the purposes of control.
- 1.3 The Seller 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 Seller 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

- 2.1 The place of delivery is the following address: ELI-Beamlines facility, Za Radnicí 835 street, Dolní Břežany, Central Bohemian Region, Czech Republic.

3. THE TIME OF DELIVERY

- 3.1 The Seller shall deliver the Object of Purchase and shall carry out Related Activities within twelve (12) months from the effectiveness of this Contract. Due to the potential delay of some activities within the Project during the performance of this Contract, the Buyer is entitled, anytime until the delivery to the place of delivery, to postpone the above mentioned terms of delivery by another six (6) months.
- 3.2 The Seller is entitled to handover the Object of Purchase and to carry out Related Activities during working days between 7:30 and 18:00 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.

- 3.3 Prior to the handover of the Object of Purchase and the execution of Related Activities the Buyer may invite the Seller to control the premises for installation of the Object of Purchase in such a way that their readiness for installation of the Object of Purchase is secured (e.g. a control of the location of electricity points, etc.) and possible deficiencies preventing timely and proper installation and demonstration of the operation of the Object of Purchase are eliminated.

4. THE OWNERSHIP RIGHT

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

5. PRICE AND PAYMENT TERMS

- 5.1 The purchase price for the Object of Purchase is 47 850,- EUR without value added tax ("VAT"), and with the VAT rate 21 % (if applicable in this case) is 57 898,50,- EUR ("**Purchase Price**").
- 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 of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Purchase Price may be changed only if:
- a) in the period between the conclusion of this Contract and the signature of the Handover Protocol the rates of VAT are changed (in such a case the new price for the Object of Purchase shall only reflect the new rate of VAT) or if
 - b) the change is done in accordance with the act no. 137/2006 Coll., on public procurement..
- 5.4 The Purchase Price for the Object of Purchase shall be paid in euro on the basis of a tax documents – invoices, to the account of the Seller designated in the invoice. The Purchase Price shall be paid in the following manner:
- a) 50 % of the Purchase Price shall be paid after the signature of this Contract; and
 - b) 50 % of the Purchase Price shall be paid after the signature of the Handover Protocol. The copy of the Handover Protocol must be attached to the invoice.
- 5.5 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.
- 5.6 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



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Contract shall contain in particular following information:

- a) name and registered office of the Buyer,
- b) tax identification number of the Buyer,
- c) name and registered office of the Seller,
- d) tax identification number of the Seller,
- e) registration number of the tax document,
- f) scope of the performance (including the reference to this Contract),
- g) the date of the issue of the tax document,
- h) the date of the fulfilment of the Contract,
- i) Purchase Price,
- j) registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice,
- k) declaration that the performance of the Contract is for the purposes of a project "ELI: EXTREME LIGHT INFRASTRUCTURE", registr. number CZ.1.05/1.1.00/02.0061 and "ELI Phase 2", project application No. 1cVzhP,

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 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.

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

6. SELLER'S DUTIES

6.1 The Seller shall ensure that the Object 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 Object of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of Purchase.

7. HANDOVER OF THE OBJECT OF PURCHASE

- 7.1 Related Activities must be performed in the presence of representative of both Parties prior to the handover and takeover of the Object of Purchase.

- 7.2 Handover and takeover of the Object of Purchase shall be realized on the basis of a handover protocol, which shall contain following information ("**Handover Protocol**"):

- a) identification of the Seller, Buyer and subcontractors, if there are any,
- b) declaration of the Seller and Buyer that all Related Activities were carried out,
- c) description of the Object of Purchase, and
- d) date of the signature.

- 7.3 If the Seller does not hand over to the Buyer all above mentioned documents or if the Seller fails to duly carry out all Related Activities or 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 Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) takeover the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the Handover Protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the Handover Protocol regarding the date of the removal, the Seller shall remove the deficiencies within ten (10) working days.

- 7.4 In case that the Seller notifies the Buyer that the Object of Purchase is eligible for handover and takeover and during the course of the handover procedure it will be ascertained that the conditions under this Contract for the signature of the Handover Protocol are not fulfilled and based on this reason the Buyer will refuse to sign the Handover Protocol, then the Seller shall reimburse the Buyer for all costs that were incurred by the Buyer due to unsuccessful handover.

- 7.5 Parties exclude the application of the Section 2126 of the Civil Code.

8. WARRANTY

- 8.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of 24 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.



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- 8.2 The warranty period shall begin on the day of the signature of the Handover Protocol by both Parties. If the Handover 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 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 Object 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: tevak@tevak.cz. The Seller shall confirm within 96 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 Object 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 Object of Purchase with defects this Contract is substantially breached.
- 8.7 The Seller shall remove the defect within 14 days from its notification, unless Parties agree otherwise.
- 8.8 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.
- 8.9 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.
- 8.10 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



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shall reimburse these costs within 10 days after the Buyer's request to do so.

8.11 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 Object of Purchase.

8.12 Parties exclude the application of Section 1925 of the Civil Code.

9. REPRESENTATIONS AND WARRANTIES OF THE SELLER

9.1 The Seller represents and warrants to the Buyer that

- a) has all the professional prerequisites necessary for the proper fulfilment of this Contract,
- b) is fully authorized to perform this Contract, and
- c) there are no obstacles on the Seller's side that would preclude him from the due performance of this Contract.

10. PENALTIES

10.1 If the Seller is in default regarding the delivery of the Object of Purchase, i.e. the Seller breaches its duty to perform this Contract in time and due manner, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,1% of the Purchase Price for every (even commenced) day of default.

10.2 If the Seller is in default 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 default.

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

10.4 Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.

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

10.6 Parties exclude the Section 2050 of the Civil Code.

11. RIGHT OF WITHDRAWAL

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

- a) the expenses or the part of the expenses that will arise on the basis of this Contract will be found by the provider of the grant or other control body as ineligible;



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- b) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than two (2) months;
- c) The Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification*);
- d) the Buyer shall lose a grant for the realization of the Project;
- 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 tendering procedure, which preceded the conclusion of this Contract.

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 and Development for Innovations 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 Object 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 2021.

13. CONFIDENTIALITY

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 from the applicable legal regulations remain unaffected.

14. REPRESENTATIVES OF THE PARTIES

14.1 The Seller appoints following representatives for the communication with the Buyer:

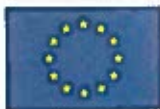
In technical matters:

Name: Ing. Martin Lacný

E-mail: martin.lacny@tevak.cz

Tel.: +420 739 079 030

In contractual matters:



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Name: Ing. Pavel Tesař, PhD.

E-mail: pavel.tesar@tevak.cz

Tel.: +420 777 119 885

14.2 The Buyer appoints following representatives for the communication with the Seller:

Name: Deepak Kumar

E-mail: deepak.kumar@eli-beamlines.eu

Name: Lukáš Brabec

E-mail: lukas.brabec@eli-beamlines.eu

Name: Juan Carlos Hernandez

E-mail: juancarlos.hernandez@eli-beamlines.eu

15. **FINAL PROVISIONS**

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

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

15.3 The Seller bears the risk of changed circumstances within the meaning of Section 1765 of the Civil Code.

15.4 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.

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

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

15.7 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.

15.8 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.

- 15.9 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 15.10 An integral part of this Contract is Annex 1 (*Technical Specification*) and Annex 2 (*List of Answers*). 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.
- 15.11 This Contract shall be valid and effective on the date of the signature of both Parties.

IN WITNESS WHEREOF attach Parties their handwritten signatures:

Buyer

Signature:

Name: prof. Jan Řídký, DrSc.

Position: director

Date:

30.12.2015

Seller

Signature:

Name: _____

Position:

Date:

PAVEL TEVAT

jednot.

30.12.2015

[Signature] 14.01.2016

ANNEX č. 1 Technical documentation

Confidentiality Level	BL - Restricted for internal use	TC ID / Revision	00116518 / D
Document Status	Document Released	Source Document No.	00106338 / B
WBS code	5.4 - RP5 Laser plasma and high-energy-density physics		
PBS code	E.E3 - E3 (RA5)		
Requirements Specification Document (RSD)			

Table of Content

1. TECHNICAL DOCUMENTATION	3
1.1. Roughing pumps	3
1.1.1. General Description.....	3
1.1.2. Operational Conditions	3
1.1.3. Scope of Delivery.....	3
1.1.4. International Standards.....	4
1.1.5. Maintenance	4
1.1.6. Product Specific Quality Requirements.....	4
1.1.7. Technical specifications	4
1.1.8. Other required hardware	5
1.1.9. Pump Control	6

1. TECHNICAL DOCUMENTATION

1.1. Roughing pumps

1.1.1. General Description

High capacity roughing pump system and accessories are required for fast pump down of the very large vacuum chamber dedicated to the plasma physics experiments, located in experimental hall E3 of the ELI Beamlines facility. The vacuum chamber will have an approximate volume of 45 m³ and will weigh in excess of 20 tons. Such high capacity roughing pump system will be used for pumping the chamber from atmospheric pressure to a nominal roughing pressure of 0.09 mbar. It is not required that the pump system be designed to pump reactive or corrosive gases.

1.1.2. Operational Conditions

REQ-009988/A

The high capacity roughing pump system shall be able to operate under the following conditions:

- temperature of 20 ± 5 ° C,
- humidity of 40-80%,
- Operation of the roughing pump system will be intermittent (0.5 hour operational followed by 0.5 hour shutdown).

1.1.3. Scope of Delivery

REQ-009989/A

The roughing pump system shall consist of dry single or dry multistage pumps. The following shall be supplied:

- **One** high capacity roughing pump system according to the technical specifications described below.
- The mounting frame and noise reduction systems as per the technical specifications described below.
- The vacuum connectors needed to connect individual pumps within the high capacity roughing pump system.
- A portable control unit for providing basic control (start, stop) of the high capacity roughing pump system (required only if the controller is not included in the pump chassis).
- Any required cabling for the pump and the controller (except for the power cables).
- If a frequency converter is required to operate the pump at the desired speed, then the supplier shall provide this converter.

1.1.4. International Standards

REQ-009990/A

Delivered high capacity roughing pump system shall conform to the following standards:

ISO 1609: 1986 - Vacuum technology - Flange dimension;

ISO 2861: 2013 - Vacuum technology - Dimensions of Clamped - type quick-release couplings.

1.1.5. Maintenance

REQ-009991/A

Preventive maintenance procedure shall be described in the manual.

1.1.6. Product Specific Quality Requirements

REQ-010826/A

The supplier shall provide to the Contracting Authority Product User Manual(s) which describes the following:

- handling,
- storage,
- Installation,
- safe operation and maintenance procedures.

REQ-010827/A

The supplier shall supply Declaration of Conformity for each product type.

1.1.7. Technical specifications

REQ-009992/A

The high capacity roughing pump system shall be new (refurbishment is not allowed).

REQ-009993/A

All the individual pumps of the high capacity roughing pump system shall be dry, i.e., there shall be no possibility of oil or lubricant getting to the vacuum chamber.

REQ-009994/A

The pumping speed of the high capacity roughing pump system shall be greater than 5000 m³/hr at a pressure of 1 mbar, greater than 3000 m³/hr at a pressure of 10 mbar, greater than 1000 m³/hr at a pressure of 100 mbar and greater than 850 m³/hr at 1 bar.

REQ-009995/A

The pump system shall be able to reach an ultimate pressure of at least 10^{-3} mbar.

REQ-009996/A

The pump system shall use 3 phase, 400 V/50 Hz power supply.

REQ-009997/A

The pump system shall be able to be cooled using water at 16-20 °C.

REQ-009998/A

The pump system shall be able to withstand a loss of power and not be damaged.

REQ-009999/A

The input flange on pump system shall be greater than or equal to DN 160 in diameter. The flange shall have ISO-F or ISO-K standard.

REQ-010000/A

The pump system shall have a purge gas connection.

REQ-010001/A

The maximum size of the pump system including the frame shall be 1.8 m x 2 m x 2.3 m (high). Each individual component in the pump system including the frame shall be able to transport through a corridor less than 1.5 m in width and 2 m in height.

REQ-010002/A

The frame of the pump system shall have castors and/or adjustable feet and housing according to catalog.

REQ-010003/A

The seller shall provide silencer to reduce the noise level.

REQ-010821/A

The pumps shall not be excluded from installation into areas with ionizing radiation and EMP.

1.1.8. Other required hardware

REQ-010004/A

The following hardware shall be included with the pump system:

- Sieve at the input for preventing coarse dirt from entering the pump. It must not reduce the pumping speed by more than 10% and the size of the gaps must not be greater than 5 mm. Any hardware required to mount the sieve should be included as well.
- Necessary connectors to connect the coolant, including pressure regulator and filter.

1.1.9. Pump Control

REQ-010005/A

A controller (or multiple controllers) shall be included for the pump system.

REQ-010006/A

The controller interface shall provide at least the following functionalities:

1. The pump system shall be turned off if there is no active signal being sent to the controller.
2. The frequency (and hence the speed) of the pumps shall be controllable by external inputs to the control system.
3. The control system shall be able to relay out the diagnostic status of the pumps.
4. The controllers shall have an ethernet or serial (for e.g., RS 232) interface for remote communication and digital I/O interface.

ANNEX 2
LIST OF ANSWERS

List of Questions

Essential questions for the roughing pump system contract –

1. List the part number of individual pumps in the high capacity roughing pump system.
2. Mention the size of the frame and pumps system (length x width x height).

Answers:

add 1.:

List of part numbers of individual pumps:

1. 1x 155150 RUVAC WH4400
Roots vacuum pumps
2. 1x 112120V17-1 DRYVAC DV 1200
Dry compressing screw vacuum pump

add.2.:

Dimensions of complete pumping system are 1120 x 2000 x 2043 (length x width x height) in millimeters.

TEVAK, s.r.o.
K Horkám 421/2B
102 00 Praha 10
IČO 26689022