



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



MINISTRY OF EDUCATION,  
YOUTH AND SPORTS

# PROCUREMENT DOCUMENTATION

for a below-threshold public contract for supplies called:

## “Spare Uncoated OAP 6070 Mirror SP20\_006”

awarded in a **simplified below-threshold procedure** pursuant to Section 53 of the Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the “*Act*”),

(hereinafter the “*Procurement Documentation*”, “*Public Contract*” and “*Procurement Procedure*”)

### Contracting authority:

**Institute of Physics of the Czech Academy of Sciences, public research institution**  
with its registered office at Na Slovance 2, 182 21 Prague 8, identification No.: 683 78 271  
(hereinafter the “*Contracting authority*”)



**FZU**

Fyzikální ústav  
Akademie věd  
České republiky



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## 1. Basic data on Contracting authority and Procurement Procedure

### 1.1. Basic data on Contracting authority

Contracting authority	<b>Institute of Physics of the Czech Academy of Sciences, public research institution</b>
Registered Office:	Na Slovance 2, 182 21 Prague 8, the Czech Republic
Identification No.:	683 78 271
Tax Identification No.:	CZ68378271
Person authorised to act on behalf of the Contracting authority:	RNDr. Michael Prouza, Ph.D., Director
Representative of the Contracting authority pursuant to Section 43 of the Act:	<p><b>Advokátní kancelář Volopich, Tomšíček &amp; spol., s.r.o.</b>, registered in the Commercial Register kept by Regional Court in Plzeň, Section C, File 29293, with its registered office at Vlastina 602/23, Severní Předměstí, 323 00 Plzeň, Id. No.: 024 76 649,</p> <p>represented by:</p> <p><b>Karo, Lašmanský &amp; Partners s.r.o.</b>, advokátní kancelář, registered in the Commercial Register kept by Municipal Court in Praha, File No. C 269742, with its registered office at Klimentská 2062/6, Nové Město, 110 00 Praha 1, Id. No.: 057 32 069</p> <p>Contact person: Mgr. Marek Stowasser tel.: +420 773 092 884 e-mail: <a href="mailto:marek.stowasser@karolas.cz">marek.stowasser@karolas.cz</a>, <a href="mailto:info@karolas.cz">info@karolas.cz</a></p>
Type of public contract:	<p>Pursuant to Section 14 of the Act the Public Contract is an above threshold public contract for supplies.</p> <p>Pursuant to Section 53 of the Act the Contracting authority carries out the Procurement Procedure as a simplified below-threshold procedure.</p>

### 1.2. Access to Procurement Documentation

This Procurement Documentation was published on the profile of the Contracting authority: <https://www.e-zakazky.cz/profil-zadavatele/74e987e1-b4a1-4571-b8b6-2cd93fe6f932>.

The electronic tool used by the Contracting authority to carry out the submission of bids: <https://www.tenderarena.cz/profil/FZU>.

The information and data listed in this Procurement Documentation and its annexes define the minimum technical and other mandatory requirements of the Contracting authority for the submission of bids and



the fulfilment of the Public Contract. The participants are obliged to respect these requirements in their bids.

This Procurement Documentation also serves as an invitation to tender pursuant to Section 53 (1) of the Act. The Contracting authority hereby invites an unlimited number of economic operators to submit their bids.

## 2. Subject-matter of the Public Contract

### 2.1. Specification of the subject-matter of the Public Contract

The subject matter of the Public Contract is the design, manufacture and delivery of Spare uncoated OAP 6070 mirror ("Mirror"). The Mirror shall be used in the research technology of the international research laser centre ELI Beamlines in the Czech Republic operated by the Contracting Authority.

Subject-matter of the Public Contract is in detail specified in Annex No. 1 Purchase Contract and Annex No. 2 Technical Specification hereto.

### 2.2. Classification of the subject matter of the Public Contract in accordance with Common Procurement Vocabulary

CPV Code	Description
38000000-5	Laboratory, optical and precision equipments (excl. glasses)
38600000-1	Optical instruments
38622000-1	Mirrors

### 2.3. Maximum permissible total bid price

Maximum permissible total bid price is CZK 4 630 000 without VAT. Since the Total Bid Price shall be given in EUR or in USD in accordance with Article 4. and 5. of this Procurement Documentation, the Contracting authority stipulates the following maximum permissible total bid price in EUR and USD as well:

- EUR 175 611,60 without VAT;
- USD 203 337,70 without VAT;

The above mentioned maximum permissible total bid prices correspond to the conversion of the maximum permissible total bid price in CZK according to the official rate announced by the Czech National Bank (<https://www.cnb.cz/en/>) pursuant to the Article 5. of this Procurement Documentation; these prices are decisive for the economic operators.

The total bid price, without VAT, must include the design, manufacture and delivery of the Mirrors.

The Contracting authority draws attention of economic operators to the fact that although total bid price for the Public Contract is limited to the amounts stipulated above and cannot be exceeded, the lower price limit is not defined and economic operators are encouraged to submit their most competitive price.

The subject matter of the Public Contract shall be funded from Research, Development and Education Operational Programme.

### 2.4. Time and place of delivery of the subject matter of the Public Contract

Expected initiation of performance:	immediately after conclusion of the Purchase Contract
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Expected ending of performance:	1 year from the conclusion of the Purchase Contract
Place of delivery:	ELI Beamlines research Centre Za Radnicí 836 252 41 Dolní Břežany Czech Republic

## 2.5. Technical conditions

Technical conditions for the subject matter of the Public Contract are in detail specified in **Annex No. 2 Technical Specification** hereto.

The technical parameters stated in **Annex No. 2 Technical Specification** are defined as maximal/minimal requirements, i.e. the economic operator is entitled to offer more advantageous product.

If the technical conditions are set by a direct or indirect reference to particular economic operators or products, or patents for inventions, utility models, industrial designs, trademarks or designations of origin, the economic operator may offer another equivalent solution.

The Contracting authority draws attention of all participants to the fact that if a participant fails in its bid to meet all the requirements given by **Annex No. 2 Technical specification**, such a participant may be excluded for the reason of its failure to meet the Technical conditions of the subject matter of the Public Contract.

## 2.6. Business conditions

Business conditions for the performance of the Public Contract are specified in **Annex No. 1 Purchase Contract** hereto.

The economic operator is obliged to fill only the places highlighted with blue colour within the Purchase Contract. **The economic operator is not entitled to make any other changes in the Purchase Contract.**

The draft of the contract must be signed by an authorised person of the participant (either its director or a person empowered or in other way authorised thereto). In the latter case the power of attorney or authorisation must be included in the bid.

**The economic operator is entitled to include simple copies of the signed contract and potentially of the power of attorney into the bid.**

## 3. Qualification of participants

The economic operator is not required to prove its basic qualification criteria nor the professional, economic and technical qualification criteria.

## 4. Requirements for processing the bid price

The economic operator is required to offer the total bid price ("***Total Bid Price***") in EUR or in USD net of VAT.

The economic operator is obliged to state the **Total Bid Price in the Cover Bid Note (Annex No 3 hereto)**. The Total Bid Price shall be also inserted **into the Article 5.1 of the Purchase Contract (Annex No. 1)**.

**The Total Bid Price must not exceed the amounts stated in art. 2.3 hereof.**



In case of any discrepancy between the data on the Total Bid Price or its composition (i.e. the amounts or the currency) inserted by the economic operator to the Cover Bid Note (Annex No. 3) and to the Purchase Contract (Annex No. 1) the data included in the Cover Bid Note shall be taken as the only relevant ones.

Value added tax shall be paid in accordance with the applicable legal regulations.

The Total Bid Price is the maximum price that cannot be exceeded during performance of the Public Contract and shall include all costs that the economic operator shall incur during performance of the Public Contract. The Total Bid Price must also include any and all costs even those not explicitly specified but about which the economic operator knew or should and could have known considering its professional knowledge, exercising all professional care.

The Total Bid Price may only be modified in connection with changes to tax regulations regarding the VAT.

Payment conditions are specified in the Purchase Contract that is as an Annex No. 1 integral part of this Procurement Documentation.

## 5. Evaluation criteria

Bids shall be evaluated pursuant to Section 114 (1) of the Act on the basis of their economic advantageousness.

The Contracting authority evaluates the **Total Bid Price in EUR or in USD net of VAT**. The Total Bid Price shall be given in the structure and under the conditions defined in the Article 4. herein.

The Contracting authority shall evaluate the bids by the means of comparison of the Total Bid Price given by economic operators in their bids after conversion into Czech crowns. The converted amounts of the Total Bid Price shall then be compared and evaluated.

The Total Bid Prices stipulated by economic operators in their bids in EUR or USD will be converted into Czech crowns for the purpose of assessment and evaluation of bids according to the official rate announced by the Czech National Bank (<https://www.cnb.cz/en/>) on the day of signing this Procurement Documentation, i.e. 22. 7. 2020. The official rate is following:

1 EUR = 26,365 CZK;

1 USD = 22,770 CZK.

The Contracting authority shall evaluate the economic advantageousness solely on the basis of the lowest bid price. The winning bid will be the bid with lowest bid price.

## 6. Bid processing conditions and requirements

### 6.1. Conditions for the submission of bids

The Contracting authority shall only accept bids in electronic form. Bids in paper form are not permitted.

**Bids shall be submitted not later than August 11, 2020 at 10:00 AM.**

Bids shall be submitted electronically using the eGORDION v. 3.3 - Tender arena (hereinafter "*Tenderarena*") electronic tool which is available at [www.tenderarena.cz](http://www.tenderarena.cz). Economic operators may find at this link also a guide for using the Tenderarena electronic tool (via link "*Help*" in footer) and helpdesk contacts.

**Bids shall be submitted in electronic form only using the Tenderarena electronic tool within the time limit for the submission of bids.**



If the bid is not delivered to the Contracting authority within the time limit for the submission of bids or in the manner required in this Procurement Documentation, it shall not be considered as submitted and it shall not be taken into consideration in the procurement procedure.

Bids in electronic form shall not exceed the size of 200 MB; of which a maximum of 100 MB are documents proving qualifications and a maximum of 100 MB are other documents provided in bids. Acceptable file formats for submission of bids are: Microsoft Office (Word, Excel), Open Office, PDF, JPEG, GIF, or PNG.

For the submission of bids in electronic form the bids must be encrypted with a certificate provided at the Tenderarena electronic tool; the certificate is attached to the Procurement Documentation at [www.tenderarena.cz](http://www.tenderarena.cz). In the case of encryption with other certificates, such a bid will be considered not delivered to the Contracting authority in the manner laid down in this Procurement Documentation and such a bid will not be considered as submitted to the Contracting authority. The bid encryption with a certificate is carried out automatically in the Tenderarena electronic tool before the bid is submitted to the Tenderarena electronic tool using public certificate provided by the Contracting authority.

The Contracting authority points out that the Contracting authority bears no responsibility for any technical conditions on the economic operator's side. The Contracting authority recommends economic operators to consider especially the speed of their Internet connection when submitting bids so that bids are submitted within the time limit for submission. This means uploading all attachments of the bid and final submission of the bid to the Tenderarena electronic tool.

To login to the Tenderarena electronic tool and submit a bid via the Tenderarena electronic tool the economic operator shall be registered in Central Economic Operator Database – “*Centrální databáze dodavatelů (CDD)*” at [www.fen.cz](http://www.fen.cz). Registration is not charged and takes up to 48 hours (on working days) after all required documents have been submitted (either by post or electronically). **Helpdesk contacts are available at [www.fen.cz](http://www.fen.cz).**

The bid submitted in electronic form must include identification details of the participant, in particular the following: commercial name of the company, registered office, ID No., legal form, person authorised to act on behalf of the participant or a person authorised to represent the participant, contact address for correspondence between the participant and the Contracting authority.

**The bid must be written in Czech, Slovak or English.**

Simple copies of the signed documents provided in the bids are sufficient.

If the bid is submitted jointly by more participants (joint bid), the participant shall specify a person in the bid who shall be empowered to represent these participants for communicating with the Contracting authority during the Procurement Procedure.

The participant shall submit the bid containing the following documents and parts, whereas the following structure is only recommended:

**a) Cover Bid Note**

The cover bid note shall include the following details: Public Contract name, basic identification details of the Contracting authority and participant (including persons empowered to be involved in further proceedings and stating an enterprise categorisation in accordance with the Recommendation 2003/361/ES), Total Bid Price, participant shall state the contact e-mail address for electronic communication with the Contracting authority (the address will be used for the service of the Contracting authority's electronically signed documents concerning the assessment and evaluation of the bids during this Procurement Procedure), date and signature of the person authorised to act on behalf of the participant.

The cover bid note shall also include the statement of the economic operator that the economic operator fully and without reservations accepts the business and technical conditions stated



in the draft of Purchase Contract and Technical Specification, which were the integral parts of this Procurement Documentation.

The participant may use **Annex No. 3** hereto.

**b) Purchase Contract - a copy of the signed contract is sufficient (**Annex No. 1** hereto)**

The Contracting authority would like to point out that pursuant to Section 211 (3) of the Act all communication between the Contracting authority and economic operators shall be carried out by electronic means. Therefore, the Purchase Contract concluded with the selected economic operator after the completion of this Procurement Procedure must be **signed electronically**.

The Purchase Contract may be signed with the selected economic operator in the paper form only if the selected economic operator demonstrates that it has no possibility to obtain the electronic signature and to sign the Purchase Contract electronically.

In case that the Act or the Contracting authority requires to submit a document in compliance with the Czech law, participant is entitled to submit a similar document issued pursuant to the legal code of the country where the document has been issued. The document shall be submitted in Czech, Slovak or English language.

The document may be substituted by an affirmation in the case that the document is not being issued pursuant to the legal code of the country of participant's registered office.

## **7. Other conditions**

In accordance with Section 39 (5) of the Act, the Contracting authority may verify the credibility of the data, documents, samples or models provided by the participant and may also acquire them itself.

### **7.1. Identification of the real owner of the selected economic operator**

Should the selected economic operator be a legal entity, the Contracting authority may require from the selected economic operator pursuant to Section 122 (5) of the Act submission of the following as a condition for the conclusion of the contract:

- a) identification data of all persons that are its real owners of pursuant to the Act on Selected Measures against Legitimation of Proceeds of Crime and Financing of Terrorism, and
- b) documents that demonstrate the relation of persons under paragraph a) to the economic operator; such documents include, but are not limited to:
  - a copy of an entry in the Commercial register or other similar records
  - a list of shareholders,
  - a decision made by the governing body regarding payment of share in profit
  - a memorandum of association, a letter of formation or articles of association

The selected economic operator shall submit the aforementioned information and documents in the language stipulated by Article 6.1 hereof.

### **7.2. Exclusion of a participant on the grounds of its legal form**

The Contracting authority draws attention of the economic operators to the fact that in accordance with Section 48 (7) and (9) of the Act, the Contracting authority may exclude from the procurement procedure a participant that is a joint-stock company or has a legal form similar to a joint-stock company and has issued other than exclusively booked shares. If the selected economic operator has its registered office abroad and is a joint-stock company or has a legal form similar to a joint-stock company, the contracting authority shall require it to submit an affirmation in writing within a reasonable time limit showing which persons are holders of shares whose aggregate nominal value exceeds 10 % of the registered



capital of the participant and indicating the source on which the information on the amount of the share of shareholders is based.

### 7.3. Explanation to the Procurement documentation

The Contracting authority shall provide explanations of procurement documents based on a written request of participants pursuant to Section 98 of the Act. The requests for explanation of the Procurement documents must be delivered in to the following address: [info@karolas.cz](mailto:info@karolas.cz) and in a copy of the e-mail address [Radek.Toman@hilase.cz](mailto:Radek.Toman@hilase.cz) and [Michal.Razym@eli-beams.eu](mailto:Michal.Razym@eli-beams.eu). The requests must be delivered in time, which means in the deadline pursuant to Section 98 (3) of the Act.

## 8. Final provisions

The Contracting authority does not allow variants of bids.

The Contracting authority shall not reimburse the participants for the costs incurred in connection with their participation in the Procurement Procedure, even if the Procurement Procedure has been cancelled by the Contracting authority.

### The list of the annexes:

1. Purchase Contract
2. Technical Specification
3. Cover Bid Note
4. Manual for submission of the bid in Tenderarena

On behalf of the Contracting authority:

*22.7.2010*

*M. Prouza*

.....  
RNDr. Michael Prouza, Ph.D., Director  
Institute of Physics of the Czech Academy of Sciences,  
public research institution



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## **Annex No. 1 – Purchase Contract**

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## Purchase Contract

pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code")

### I. THE PARTIES:

1. Buyer:

**Fyzikální ústav AV ČR, v. v. i.**

*(Institute of Physics of the Czech Academy of Sciences, public research institution)*

with its principal office at Praha 8, Na Slovance 2, PSČ 182 00

represented by: RNDr. Michal Prouza, Ph.D., the Director

Registered in the Registry of public research institutions kept by the Ministry of Education, Youth and Sports of the Czech Republic

Id. No.: 68378271

Tax Id. No.: CZ68378271

(hereinafter the "Buyer")

and

2. Seller:

[to be filled in by economic operator]

with its principal office at [to be filled in by economic operator]

represented by: [to be filled in by economic operator]

Id. No. (if any): [to be filled in by economic operator]

Tax Id. No. (if any): [to be filled in by economic operator]

(Hereinafter the "Seller"; the Buyer and the Seller are hereinafter jointly referred to as the "Parties" and each of them individually as a "Party").

enter, on the present day, month and year, into this Purchase Contract (hereinafter the "Contract")

### II. Fundamental Provisions:

- 2.1 The Buyer is a beneficiary of a subsidy granted by the Ministry of Education, Youth and Sports of the Czech Republic within the Operational Programme "Research, Development and Education".
- 2.2 The Seller has been awarded the public contract entitled "Spare uncoated OAP mirror SP20\_006" (hereinafter the "Public Contract").

### III. Subject of the Contract

- 3.1 Under this Contract the Seller shall design, manufacture and deliver to the Buyer one OAP mirror (hereinafter the "Mirror") as specified herein and under the conditions stipulated herein including Annexes to this Contract, especially Annex No 1 Requirements Specification Document (hereinafter the "RSD").
- 3.2 The Buyer shall take over the Mirror with all the required documentation and pay the Purchase Price for it to the Seller as specified in Art. V. hereof.



#### IV. Risk of Loss and Ownership Title

The risk of loss or damage to the Mirror shall pass to the Buyer upon its delivery to the Place of Delivery (upon offloading from the means of transport designated by the Seller).

The ownership title to the Mirror shall pass to the Buyer upon provision of the final instalment of the Purchase Price to the Seller.

#### V. Purchase Price and Payment Terms

- 5.1 The purchase price for the Mirror is [to be filled in by economic operator] EUR/ USD excl. VAT (hereinafter the "Purchase Price").

*(\*Instructions for completion: the economic operator shall keep the chosen currency and delete the second one)*

- 5.2 All prices stipulated in this Contract are exclusive of VAT payable in the EU that will be paid by the Buyer in the Czech Republic.

- 5.3 The Seller, if applicable, is responsible for clearing the Mirror both for export from the country of origin and for import to the EU (export and import customs formalities and financial duties). The Buyer shall provide all needed assistance and carry out activities needed for completion of import procedures. The Buyer shall formally apply that the Mirror is admitted to the EU free of import financial duties (customs) if the law of the European Union provides for such admission.

- 5.4 The Purchase Price includes all costs related to the performance of the subject-matter of this Contract of which the Seller knew or should have known including all manufacturing costs, costs of transport, packaging, proper level of insurance and any other direct or indirect costs needed to perform this Contract duly and in time (but excluding VAT payable in the EU). The Purchase Price is the maximum permissible price. The Purchase Price is independent of the development of prices and currency exchange rates.

- 5.5 The Purchase Price for the Mirror shall be paid based on tax documents – invoices, to the account of the Seller designated in the invoice.

The Seller is entitled to invoice the Purchase Price as follows:

- 20 % of the Purchase Price upon documented take over and acceptance of a fused silica blank from a subsupplier;
- 70% of the Purchase Price upon execution of the acceptance protocol by the Parties (Art. 8.2 hereof);
- 10 % of the Purchase Price upon the issuance of a delivery note confirming delivery of the Mirror to the Place of Delivery free of damage caused in transport.

- 5.6 Invoices shall be payable within thirty (30) days from their delivery to the Buyer (hereinafter the "Maturity Period"). If the Seller indicates any shorter maturity period in an invoice, such other period is deemed irrelevant and the period set out herein applies. Payment of the invoiced amount is considered executed on the date of its remitting to the Seller's account. In conformity with the applicable tax regulations of the Czech Republic, the tax documents – invoices issued by the Seller hereunder shall include particularly the following details:

- a) the business name/designation and registered office of the Buyer
- b) the tax identification number of the Buyer
- c) the business name/designation and registered office of the Seller
- d) the tax identification number of the Seller
- e) the registration number of the tax document
- f) the scope and object of the taxable supply
- g) the date of issue of the tax document
- h) the date of the supply or the date of acceptance of the consideration, whichever is earlier, if it differs from the date of issue of the tax document



- i) the price of the supply  
and must also be in conformity with any double taxation treaties applicable to this Contract.

5.7 Invoices shall be submitted to the Buyer only in the electronic form to the email address: [efaktury@fzu.cz](mailto:efaktury@fzu.cz)

## **VI. Manufacturing Deadline**

The Seller shall design and manufacture the Mirror so that it is ready (including all documentation needed for verification) for verification and acceptance at the Seller's (or a subsupplier's) site within **1 year from the signature of this Contract**.

## **VII. Place of Delivery**

The place of delivery shall be the ELI Beamlines facility, Za Radnicí 836, ZIP 252 41, Dolní Břežany, district Prague-west, the Czech Republic (hereinafter the "Place of Delivery").

## **VIII. Production Phasing, Acceptance and Transport of the Mirror**

### **8.1 Qualification of Design**

The Seller shall submit to the Buyer basic manufacturing drawing and other documentation and information in line with art. 5.4.1 of Annex No 1 hereto (RSD) for approval before manufacture of the Mirror.

The Buyer shall provide a statement (approval or any comments) on the manufacturing drawing and related documentation and information submitted by the Seller within 10 business days from receiving them. Potential necessity of implementation of any comments of the Buyer does not postpone the manufacturing deadline stipulated hereby if the Buyer meets the 10-business-day deadline. Should the deadline for provision of the statement not be met by the Buyer, the manufacturing deadline extends accordingly.

### **8.2 Manufacture and Acceptance**

The Buyer shall accept the Mirror at the Seller's site if the Mirror complies with all requirements stipulated herein and the results of the verification process are documented through documentation requested under this Contract. In such a case, the Buyer shall provide the Seller with an acceptance protocol and the Seller shall without undue delay start the transport of the Mirror to the Place of Delivery.

### **8.3 Delivery of the Mirror**

The inspection of the Mirror in terms of potential damage incurred during transport shall be carried out by the Buyer immediately after delivery of the Mirror to the Place of Delivery. The Buyer shall confirm due delivery of the Mirror to the Place of Delivery to the Seller or to a carrier designated by the Seller, if delivered free of transport damage, by issuing a delivery note.

## **IX. Defects of the Mirror and Warranty Claims**

- 9.1 The Mirror shall be deemed defective if it does not conform to the requirements stipulated herein. The Seller shall be liable for (i) any defects in the Mirror at the time of its acceptance, (ii) defects in the Mirror caused during transport to the Place of Delivery and (iii) for defects that occur in the Mirror during the entire warranty period (quality guarantee).

### **Defects Detected during Acceptance Procedure**

- 9.2 The Buyer is not obliged to accept the Mirror if there are any defects in it. However, the Buyer is entitled based on its discretion to accept the Mirror despite there are defects in it if the Buyer presents a defect removal schedule under which the defects are to be removed with all reasonable expedition and promptly. The deadline for removing the defects shall be agreed in the acceptance protocol. If the Seller removes the defects within the agreed deadline, the Mirror is deemed to be manufactured in time in accordance with art. VI hereof. If the Seller fails to remove the defects within the agreed deadline, the acceptance becomes invalid and the Seller is deemed to be in breach of art. VI hereof from the day the manufacturing deadline has expired.
- 9.3 The Buyer is also entitled based on its discretion to accept the Mirror despite there are defects in it without removing the defects if the Parties agree on an adequate price discount.



- 9.4 Acceptance of the Mirror does not prevent the Buyer from making a later claim for removal of a hidden defect (that was present in the Mirror at the time of acceptance but could not have been detected during the acceptance procedure due to the nature of the verification methods). In such a case, Art. 9.9 – 9.11. hereof apply.

Radial PSD Curve and surface slope error

- 9.5 If at the time of verification of the Mirror

- a) further surface processing of the Mirror is needed under REQ-029878/A of the RSD (the radial PSD curve or the RMS wavefront gradient exceeds the limit),
- b) it is the main material defect of the Mirror, and
- c) the Seller promises execution of further processing within reasonable deadline,

the Buyer shall agree with the Seller adequate additional time for the processing. If the Mirror (i) meets after the further processing the respective requirement and the processing is carried out within the agreed deadline or (ii) the Seller after the further processing decides to accept the Mirror defective as is with an adequate discount agreed with the Seller, the Mirror shall be accepted by the Seller as manufactured in time according to the Art. VI. hereof.

Defects Caused during Transport

- 9.6 If a defect is detected by inspection of the Mirror in the Place of Delivery, the defect shall be documented and immediately reported to the Seller. Articles 9.9 – 9.11. hereof apply on the defect removal. The Buyer is also entitled based on its discretion to accept the defective Mirror as is in line with Art. 9.3 hereof.
- 9.7 Issuance of a delivery note confirming delivery of the Mirror free of damage caused in transport does not prevent the Buyer from making a later claim for removal of a hidden defect (that was present in the Mirror at the time of the inspection but could not have been detected during the inspection due to the nature of the available inspection methods). In such a case, Art. 9.9 – 9.11. hereof apply.

Warranty (Quality Guarantee)

- 9.8 The Seller provides the warranty of quality for the Mirror for a period of 1 year from the date of due delivery of the Mirror to the Place of Delivery (the day of issuance of the delivery note is the first day of the warranty period). The Buyer shall raise a warranty claim against the Seller without undue delay after detecting a defect, but not later than on the last day of the warranty period, by means of a written notice sent to the Seller's authorised representative for technical matters set out herein.
- 9.9 The Seller shall remove the defect for which it is responsible free of charge.
- 9.10 The Seller undertakes to remove any defect within a deadline agreed with the Buyer. If the Parties do not reach an agreement, the Seller shall remove the defect (i) within six months and (ii) in case the removal requires acquisition of a new Blank, the defect shall be removed within 1 year from raising the warranty claim.
- 9.11 The Parties shall execute a record on removal of the defect, in which they shall confirm that the defect has been removed.
- 9.12 The warranty shall not apply to defects caused by non-compliance with written rules of operation and maintenance of the Mirror provided by the Seller, manipulation errors or by normal wear and tear.

**X. Penalties, vis major circumstances and liability limitation**

Penalties

- 10.1 If the Seller is in delay with due finalization of manufacturing of the Mirror within the manufacturing deadline stipulated in Art. VI. hereof, the Seller shall pay to the Buyer a contractual penalty for delay in the amount of 0,05% of the Purchase Price (without VAT) for every (even commenced) day of delay.



- 10.2 The total contractual penalty for delay with due finalization of manufacturing of the Mirror shall not exceed 5% of the Purchase Price (without VAT).
- 10.3 If the Seller is in delay with the removal of a defect in case of hidden defects (Art. 9.4 or 9.7) or a warranty claim (Art. 9.8), the Seller shall pay to the Buyer a contractual penalty for delay in the amount of 0,005 % of the Purchase Price (without VAT) for every (even commenced) day of delay.
- 10.4 The total contractual penalty for delay with removal of defects under this Contract shall not exceed 2% of the Purchase Price (without VAT).
- 10.5 The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated their claim. The payment by the Seller of contractual penalties for delay to which the Buyer is entitled under this Art. X hereof shall be the sole indemnification due by the Seller to the Buyer because of such delay. The Buyer has the right to terminate the Contract for default of the Seller in application of the Art. 11.2 iii) hereof.
- 10.6 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 (or any part of it) after agreement by the Parties on the amount of penalties due by the Seller. The Buyer is not obliged to take into account objections of the Seller raised against the enumeration of the contractual penalties should the Seller fail to document, within 30 days from receipt of the notice of penalties, that the application of penalties is groundless or that it is not liable for the delays.

Vis major circumstances

- 10.7 Circumstances constituting vis major shall be deemed to have been constituted by such circumstances / obstacles which arose independently of the will of the obliged Party, and which prevent fulfilment of that Party's obligation, provided that it could not be reasonably expected that the obliged Party could overcome or avert this obstacle or its consequences, and furthermore that such Party could foresee such obstacle when it entered into the respective covenants. Vis major shall not be constituted by obstacles that arose only after the obliged Party was in default with fulfilment of its obligations, or which arose in connection with its economic situation.

In addition and for the sake of clarity, the Parties agree that any particular effects or impacts on the Seller or his performance under this Contract of the Covid-19 epidemic that meet the conditions set out above in this Art. 10.7 will be considered as vis major cases despite the fact of the existence of the epidemic outbreak on the date of the signature of this Contract.

- 10.8 Should a situation occur, which a Party could reasonably consider to constitute vis major, and which could affect fulfilment of its obligations hereunder, such Party shall as soon as possible notify the other Party and attempt to continue in its performance hereunder in a reasonable degree. Simultaneously, such Party shall inform the other of any and all its proposals, including alternative modes of performance, however, without consent of the other Party, it shall not proceed to effect such alternative performance.
- 10.9 If a situation constituting vis major occurs, the deadlines imposed hereunder shall extend by the period of the documented duration of the said vis major. The obliged Party shall properly document to the other Party the start and the finish of the vis major period.

Liability limitation

- 10.10 Except in case of corporal or property damages, gross negligence, or wilful misconduct shall the Seller's liability be limited to the aggregate amount of this Contract. The Seller shall not be liable for indirect damages such as loss of business and loss of profit.

**XI. Termination of the Contract**

- 11.1 This Contract may be terminated by withdrawal from the Contract on the grounds stipulated by law or in the Contract.



- 11.2 The Buyer is entitled to withdraw from the Contract without any penalty from Seller in any of the following cases:
- i) material breach of the Contract is committed by the Seller and the Seller has not remedied such breach within 3 months (or another longer period agreed to by the Buyer if to remedy the breach in 3 months is impossible for reasons documented by the Seller) following the sending of a written notice by the Buyer;
  - ii) insolvency proceedings are initiated against the Seller's assets;
  - iii) the Seller is in delay with readiness of the Mirror for the verification process by more than 6 months.
- 11.3 The Seller is entitled to withdraw from the Contract without any penalty from Buyer in the event of material breach of the Contract by the Buyer.
- 11.4 Either Party is entitled to withdraw from the Contract without any penalty in case of a vis major event (Art. 10.7 hereof) that lasts more than six months.

## **XII. Representatives, Notices**

- 12.1 The Seller has appointed the following authorised representative for communication with the Buyer in technical matters:
- [to be filled in by economic operator]
- E-mail: [to be filled in by economic operator], tel.: [to be filled in by economic operator]
- 12.2 The Buyer has appointed the following authorised representative for communication with the Seller in technical matters:
- Dr. Daniel Kramer, e-mail: [Daniel.Kramer@eli-beams.eu](mailto:Daniel.Kramer@eli-beams.eu), tel.: +420 266 051 423.
- 12.3 Unless this Contract stipulates otherwise, any and all notices that are to be or may be made between the Parties under this Contract must be made in writing and delivered to the other Party by an internationally renowned courier service (Federal Express, DHL, etc.), in person (with written confirmation of acceptance) or by registered post.

## **XIII. Choice of Law and disputes resolution**

- 13.1 This Contract and all the legal relationships arising out of it shall be governed by the laws of the Czech Republic.
- 13.2 The Parties acknowledge and note that the provisions of the Czech Civil Code shall apply in matters that are not explicitly regulated by this Contract.
- 13.3 Any and all disputes arising out of this Contract or the legal relationships connected with the Contract shall be resolved by the courts in the Czech Republic.

## **XIV. Export Control**

In the event that the supply of the Mirror is under an applicable law subject to an end-user statement regarding use, an export license or any other similar administrative measure, the Buyer shall provide needed cooperation to meet the legal requirements and to comply with the applicable rules. However, the Buyer must always remain entitled to use the Mirror for the operation of the ELI Beamlines research centre in the Czech Republic. Any resale of Mirror is subject to written approval of the Seller.

## **XV. Final provisions**

- 14.1 The Buyer hereby declares that it is not with respect to the subject hereof an entrepreneur and that the subject of the Contract doesn't fall within the scope of any of its entrepreneurial activities.
- 14.2 The Contract represents the entire and comprehensive agreement between the Buyer and the Seller.
- 14.3 In the event that any of the provisions of this Contract shall later be shown or determined to be invalid, ineffective or unenforceable, then such invalidity, ineffectiveness or unenforceability shall not cause invalidity, ineffectiveness or unenforceability of the Contract as a whole. In such event the Parties undertake without undue delay to replace after mutual agreement such invalid, ineffective or unenforceable provision of the Contract by



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a new provision, that in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Parties to the Contract at the time of creation hereof.

- 14.4 This Contract shall be valid on the date of the signature of both Parties and effective on the day, on which it was published in the register of contracts within the meaning of the Act no. 340/2015 Coll., on the Register of Contracts.
- 14.5 This Contract may be changed or supplemented solely by means of numbered supplements in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties.
- 14.6 The following Annex form an integral part of the Contract:  
Annex No. 1: Requirements Specification Document
- 14.7 The Parties, manifesting their consent with its entire contents, affirm the Contract with their signature.

For: Fyzikální ústav AV ČR, v. v. i.

For: [to be filled in by economic operator]

\_\_\_\_\_  
Name: RNDr. Michal Prouza, Ph.D.  
Title: Director

\_\_\_\_\_  
Name: [to be filled in by economic operator]  
Title: [to be filled in by economic operator]



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## **Annex No. 1 Requirements Specification Document**

*Annex No 2 to the tender documentation issued within the Public Contract awarding procedure to be attached here after the submission of bids before the conclusion of the Contract with the selected supplier.*



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## **Annex No. 2 – Technical Specification**

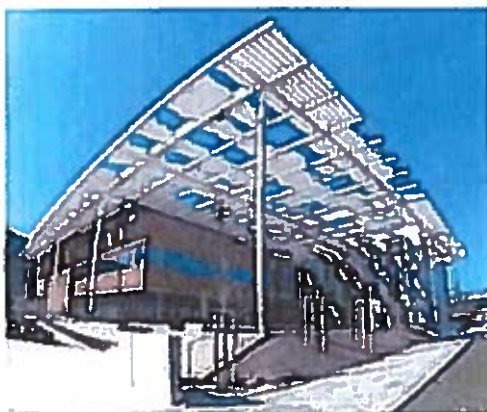
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<b>Project branch</b>	Engineering & Scientific documents (E&S)		
<b>Document Type</b>	Specification (SP)		

**[RSD Product Category B]**

## ***Spare uncoated OAP 6070 mirror***

### ***SP20\_006***



### ***Keywords***

n/a

	<b>Position</b>	<b>Name</b>
<b>Responsible person</b>	Chief Optical Designer	Daniel Kramer
<b>Prepared by</b>	Chief Optical Designer	Daniel Kramer

<b>RSS History</b>			
<i>RSS TC ID/revision</i>	<i>RSS - Date of Creation</i>	<i>RSS - Date of Last Modification</i>	<i>Systems Engineer</i>
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021059/A.003	28.05.2020	28.05.2020	D. Hanusková
021059/A.005	18.06.2020	18.06.2020	D. Hanusková

<b>Reviewed By</b>			
<i>Name (reviewer)</i>	<i>Position (reviewer)</i>	<i>Date</i>	<i>Signature (approver)</i>
Bedřich Rus	Laser Systems Group Leader	NOTICE	
Lucie Kaletusová	Clean Room Specialist	NOTICE	
Pavel Trojek	Senior Researcher L4	NOTICE	
Veronika Olšovcová	Safety Team Manager	NOTICE	
Viktor Fedosov	SE & Planning Group Leader; Quality Manager	NOTICE	

<b>Approved by</b>			
<i>Name (approver)</i>	<i>Position (approver)</i>	<i>Date</i>	<i>Signature (approver)</i>
Bedřich Rus	Laser Systems Group Leader	20/7/2020	

<b>Revision History</b>				
<i>Revision Number</i>	<i>Revision Made by</i>	<i>Date of Revision</i>	<i>Revision description</i>	<i>TC Revision</i>
1	D. Kramer	04.2020	RSD draft creation	A
2	D. Hanusková, D. Kramer	28.05.2020	RSD version for review	B
3	D. Hanusková, D. Kramer	02.06.2020	RSD version for procurement	C
4	R. Toman	18.06.2020	RSD version modified by lawyer	D

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## 1. Introduction

### 1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on products applying in RA1 program of ELI project. This leads to the identification of interfaces with the ELI science-based technology. This RSD also acts as the parent document for the technical requirements that need to be addressed in lower level design description documents.

### 1.2. Scope

This RSD contains all of the technical requirements: functional, performance and design, delivery, safety and quality requirements for the product ***Spare uncoated OAP 6070 mirror*** (further "OAP 6070"), tender number ***SP20\_006***.

The product will be located in the L4b hall under the following PBS code:  
***RA1.L4.LAS.PA2.SPAR.1.***

### 1.3. Terms, Definitions and Abbreviations

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

Abbreviation	Meaning
CA	Contracting Authority (Fyzikální ústav AV ČR, v. v. i.)
ELI	Extreme Light Infrastructure
HPFS	High Purity Fused Silica
L4f	Compressed beam from ATON L4 laser
NCR	Nonconformity Report
OAP	Off Axis Parabola
PSD	Power Spectral Density
QR	Quality Report
RA1	Research activity 1
RMS	Root Mean Square
RSD	Requirements Specification Document

### 1.4. Reference documents

Number of doc.	Title of Document/File
RD-01	0026532300 - 400x400mm OAP, ...Rev01



## REQ-029873/A

The **OAP 6070** shall be placed in a PET-G container preventing damage, degradation and contamination. The PET-G container shall be packed in a minimum of two plies separate clean packaging and placed in a sufficiently padded box for transport.

## REQ-029881/A

The orientation of the substrate in the PET-G container shall be such that the concave S1 side faces upward.

## 4. Safety Requirements

## REQ-029994/A

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

## 5. Quality control

### 5.1. Quality Reports (QRs)

## REQ-029875/A

For the **OAP 6070**, the Supplier shall perform the following tests of product quality and provide corresponding **specific quality reports (I - VI)**:

- I. An interferometric report of the full clear aperture. Sub-aperture measurement is acceptable for spatial periods below 6 mm. At least 2 measurement locations are required for the sub-aperture measurement;
- II. Focal length and off axis distance measurement report;
- III. Cosmetic quality report listing the main defects and their locations;
- IV. Microroughness report from center and 2 corners of Clear Aperture;
- V. Dimensional report listing the main dimensions;
- VI. Material report showing at least the Fused Silica class, batch number and producer.

## 5.2. Documentation and data control

REQ-029876/A

For the **OAP 6070**, the Supplier shall provide a **Declaration of Conformity** (or the equivalent document) with technical requirements defined by the product RSD and ensure completeness of the products.

REQ-029877/A

For the **OAP 6070**, the Supplier shall provide the interferometric data from the **Quality report I** (see REQ-029875/A) in a digital form readable by Zygo MX software. Data format shall be agreed with the CA.

REQ-029882/A

The Supplier shall use the following data formats:

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

REQ-029883/A

The Supplier shall provide the following type of documents:

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

## 5.3. Nonconformity Control System

REQ-029878/A

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

REQ-029884/A

Namely, in case the radial PSD curve of the polished parabolic surface or the RMS wavefront gradient exceeds the limit defined in parameter 2 or 3 of the RD-01, the Supplier shall provide the interferometric data to the CA. The wavefront shape will be then assessed and the CA will decide if further surface processing is needed.

## 5.4. Phasing of the delivery

This chapter is intended to briefly summarize basic milestones of the Contract delivery. These milestones represent gates (checkpoints) where the quality of the delivery is to be evaluated.

Delivery shall not proceed past these gates unless their satisfactory accomplishment is approved by the CA.

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

- **Qualification of Design**
- **Manufacturing**
- **Acceptance**

### 5.4.1. Qualification of Design

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

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

REQ-029886/A

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

- structure and content of quality reports (see REQ-029875/A);
- **HOW** and **WHEN** each of the technical requirements related to the final product will be verified (through QRs, see REQ-029875/A).

REQ-029887/A

Before the ending of Qualified Design phase the Supplier and the CA shall agree on:

- detailed procedures related to the testing during Manufacturing phase;
- common nonconformity control system (see REQ-029878/A and REQ-029884/A).
- the Supplier shall provide the final manufacturing drawings and metrology layout (see REQ-029868/A) for approval.

### 5.4.2. Manufacturing

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

This quality gate concerns primarily:

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

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

REQ-029879/A

The results of the Manufacturing phase of verification shall be recorded by the Supplier in corresponding QRs (see REQ-029875/A) and provided to the CA for approval (see chapter 5.4.3).

### 5.4.3. Acceptance

The Acceptance phase shall demonstrate the following:

- Final product has been successfully verified and this process has been documented in an appropriate way through QRs (see REQ-029875/A);
- All detected nonconformities have been solved in accordance with REQ-029878/A;
- Final product is free of fabrication errors.

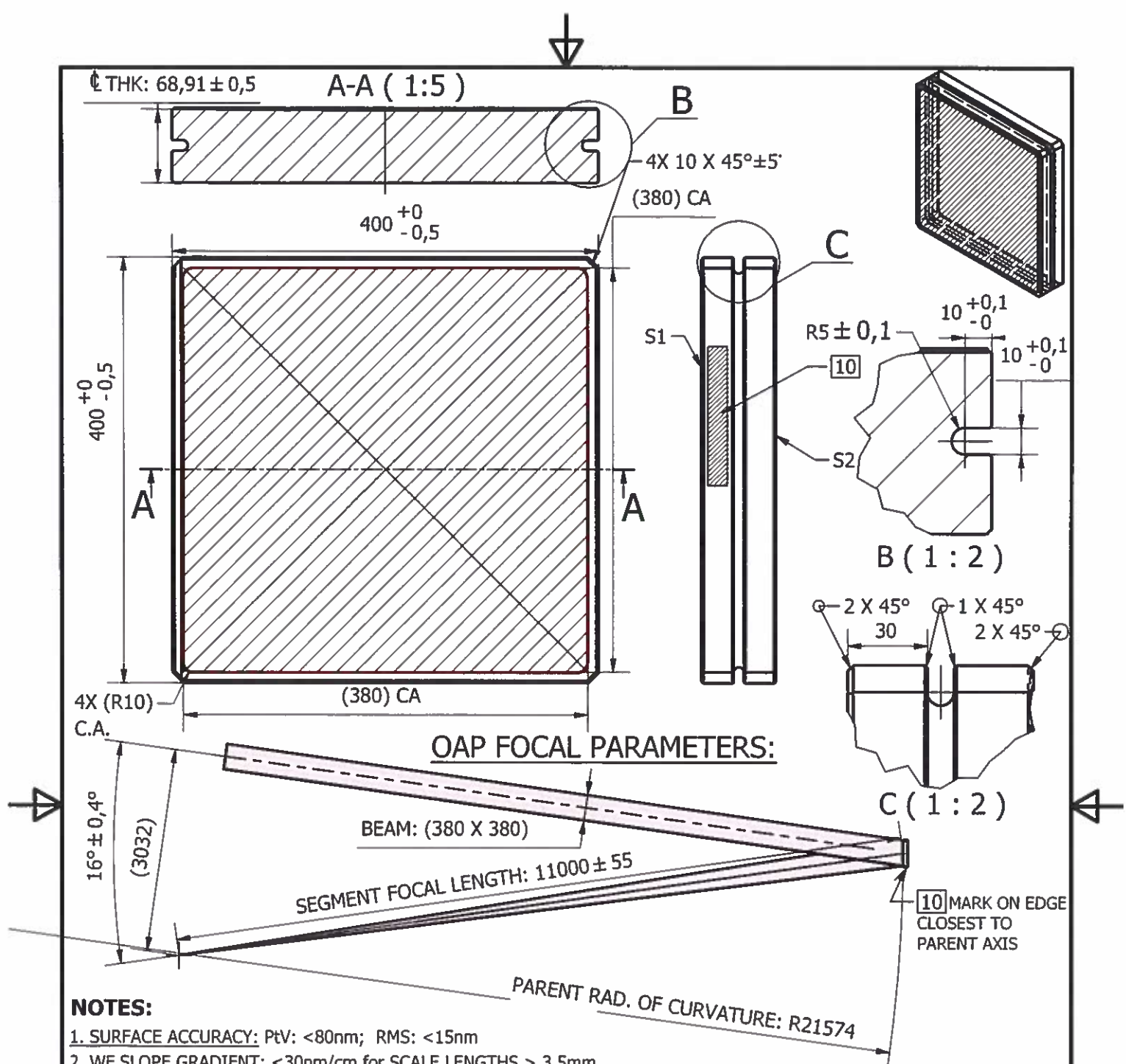
The output of this phase is a **Verified Product.**

In case of successful acceptance phase, the CA shall provide to the Supplier signed acceptance protocol. In case of unsuccessful acceptance stage, the CA shall provide to the Supplier Nonconformity Report (NCR) and process in accordance with REQ-029878/A shall be applied.

REQ-029880/A

Verification process shall be carried out by the Supplier and it is successfully completed when the final products comply with all specifications and the results of this process are documented in an appropriate way through QRs (see REQ-029875/A).

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



# NOTES:

1. SURFACE ACCURACY: PtV: <80nm; RMS: <15nm
2. WF SLOPE GRADIENT: <30nm/cm for SCALE LENGTHS > 3.5mm
3. PSD: <1.0\*f<sup>-1.55</sup> for 0.1<f<2.5 where f is in mm<sup>-1</sup>. MEASUREMENT APERTURE 7x7mm
4. SCRATCH-DIG: 40-20 PER MIL-PRF-13830B (BEST EFFORT 20-10)
5. SURFACE ROUGHNESS: <1.2nm RMS
6. CHAMFERS: ALL CHAMFERS TO BE FINISHED WITH 200-400GRIT. S1 CHAMFERS POLISHED TO NO VISIBLE GREY
7. OPERATIONAL ENVIRONMENT: AIR, ROOM TEMPERATURE, 50% HUMIDITY
8. EDGE CHIPS NOT TO EXCEED 0.25mm
9. CRACKS: NO CRACKS ARE ACCEPTABLE WITHIN ANY PART OF THE OPTIC
10. REPORTING: ALL INSPECTION DATA SHALL BE PROVIDED BY THE MANUFACTURER IN DUPLICATE
11. MARKING: P/N & S/N TO BE ETCHED WITH LASER/BEAD BLAST ON SIDE CLOSEST TO PARENT AXIS. CHAR HEIGHT >5mm

The information contained in this drawing is the sole property of FZU. Any reproduction is prohibited		eli	beamlines	Fyzikální ústav Akademie věd ČR, v. v. i.	
Drawn by: GF	Projection	Scale	Sheet size	Dwg. title	
Chkd by: DK		1:5	A4	400x400mm OAP, 1100mm FL, 16 Deg, 21574mm Parent RoC	
Date: 03.04.2020 11:15					
Material: Fused Silica - Mirror Grade	All dimensions in mm		Dwg. no./TC ID		Rev.
Raw mat.:	Tolerance: ISO10110		00265323		01
Weight: 23.690 kg	Note:		Eli no.:		Sheets 1 of 1



## Annex No. 3 – Cover Bid Note

### Cover Bid Note

Public Contract Name:

**“Spare Uncoated OAP 6070 Mirror SP20\_006”**

<b>Contracting authority</b>	<b>Institute of Physics of the Czech Academy of Sciences, public research institution</b>
<b>Registered Office:</b>	<b>Na Slovance 2, 182 21 Prague 8, Czech Republic</b>
<b>Company Identification No.:</b>	<b>683 78 271</b>
<b>Tax Identification No.:</b>	<b>CZ68378271</b>
<b>Person authorised to act on behalf of the Contracting authority:</b>	<b>RNDr. Michael Prouza, Director</b>

**Economic operator Business Name incl. Legal Form:** [to be filled in by economic operator]

**Registered Office:** [to be filled in by economic operator]

**Company Identification No.:** [to be filled in by economic operator]

**Tax Id. No.:** [to be filled in by economic operator]

**Small / Medium-sized enterprises**

(in accordance with the

Recommendation 2003/361/ES):

[YES/NO - to be filled in by economic operator]

**Person authorized**

**to represent the participant:**

[to be filled in by economic operator]

**Contact person:**

[to be filled in by economic operator]

**Contact address:**

[to be filled in by economic operator]

**Tel:**

[to be filled in by economic operator]

**E-mail of the Contact Person:**

[to be filled in by economic operator]

**Total Bid Price:**

\_\_\_\_\_ **EUR/USD\*** excl. VAT

*(\*the economic operator shall keep the chosen currency and delete the second one)*

The Economic operator hereby fully and without reservations accepts the business and technical conditions stated in the draft of Purchase Contract and in Technical Specification, which were the integral parts of the Procurement documentation.



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In [to be filled in by economic operator] On [to be filled in by economic operator]

.....  
[Signature - to be filled in by economic operator]

[Business Name - Authorized Representative to be filled  
in by economic operator]



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## **Annex No. 4 – Manual for submission of the bid in Tenderarena**

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