Purchase Contract

 (hereafter the “**Contract”**)

1. **CONTRACTUAL PARTIES**
	1. **Fyzikální ústav AV ČR, v. v. i.**,

with seat: Na Slovance 1999/2, 182 21 Praha 8,

represented by: RNDr. Michael Prouza, Ph.D., Director,

registered in the Register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic.

Bank: UniCredit Bank Czech Republic and Slovakia, a.s.

Account No. IBAN: CZ3127000000002106535627; SWIFT (BIC): BACXCZPP

ID No.: 68378271

Tax ID No.: CZ68378271

(hereinafter the “**Buyer**”)

and

* 1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

with seat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

represented by: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

registered in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account No. IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; SWIFT (BIC): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID No.: \_\_\_\_\_\_\_\_\_\_\_\_

Tax ID No.: \_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

(hereinafter the “**Seller**”),

(the Buyer and the Seller are hereinafter jointly referred to as the “**Parties**” and each of them individually as a “**Party**”).

1. **FUNDAMENTAL PROVISIONS**
	1. The Buyer is a public research institution whose primary activity is scientific research in the area of physics, especially elementary particles physics, condensed systems, plasma and optics.
	2. The Buyer wishes to acquire the subject of performance hereof in order tocut very hard or otherwise very difficult to separate materials with very small losses through the cut and with a very high quality of surface treatment of the cut surface.
	3. The Buyer is the beneficiary of the subsidy for the project **"European support of the Czech participation in construction of CTA observatory II (CTA-CZ)"**, Reg. No CZ.02.1.01/0.0/0.0/18\_046/0016007 (hereinafter the **“Project”**), within the Operational Program Research, Development and Education (hereinafter the **“OP RDE”**) of the provider Ministry of Education, Youth and Sports of the Czech Republic. The subject of public procurement will be co-financed by the EU Structural Funds.
	4. The Seller was selected as the winner of a public procurement procedure announced by the Buyer in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the “**Act**”), for the public contract called **“Single-wire diamond saw – REISSUE”** (hereinafter the “**Procurement Procedure**”). Both the Procurement Procedure and the Contract shall be governed by the Rules for applicants and beneficiaries of OP RDE, which are publicly accessible and are binding on the Parties.
	5. The documentation necessary for the execution of the subject of performance hereof consist of
		1. Technical specifications of the subject of performance hereof attached as **Annex No. 1** hereto**.**
		2. The Seller´s bid submitted within the Procurement Procedure in its parts which describe the subject of performance in technical detail (hereinafter the “**Sellers’s Bid**”); the Sellers´s Bid forms **Annex No. 2** to this Contract and is an integral part hereof.
		3. The specification of the preliminary and acceptance test of the subject of performance hereof attached as **Annex No. 3** hereto**.**

In the event of a conflict between the Contract’s Annexes the technical specification / requirement of the higher level / quality shall prevail.

* 1. The Seller declares that he has all the professional prerequisites required for the supply of the subject of performance under this Contract, is authorised to supply the subject of performance and there exist no obstacles on the part of the Seller that would prevent him from supplying the subject of this Contract to the Buyer.
	2. The Seller acknowledges that the Buyer considers him capable of providing performance under the Contract with such knowledge, diligence and care that is associated and expected of the Seller’s profession, and that the Seller’s potential performance lacking such professional care would give rise to corresponding liability on the Seller’s part. The Seller is prohibited from misusing his qualities as the expert or his economic position in order to create or exploit dependency of the weaker Party or to establish an unjustified imbalance in the mutual rights and obligation of the Parties.
	3. The Seller acknowledges that the Buyer is not in connection to the subject of this Contract an entrepreneur and also that the subject of this Contract is not related to any business activities of the Buyer.
	4. The Seller acknowledges that the production, delivery and handover of the subject of performance within the specified time and of the specified quality, as shown in Annexes No. 1 and 2 of this Contract (including invoicing), is essential for the Buyer.
	5. The Parties declare that they shall maintain confidentiality with respect to all facts and information, which they learn in connection herewith and / or during performance hereunder, and whose disclosure could cause damage to either Party. Confidentiality provisions do not prejudice obligations arising from valid legislation.
1. **SUBJECT-MATTER OF THE CONTRACT**
	1. The subject of this Contract is the obligation on the part of the Seller to deliver and transfer into the Buyer’s ownership:

**the** **Single-wire diamond saw**

(hereafter the **“Equipment”**)

and the Buyer undertakes to take delivery of the Equipment and to pay to the Seller the agreed upon price.

* 1. The following activities form an integral part of the performance to be provided by the Seller:
		1. Formulation of conditions which are recommended to be met at the place of Buyer in order to install the Equipment;
		2. Execution of the preliminary test of the Equipment according to Annex 3 hereto at the manufacturer’s premises;
		3. Transport of the Equipment incl. all accessories specified in Annexes 1 and 2 of the Contract to the place of delivery, un-packaging and control thereof;
		4. Installation of the Equipment including connection to installation infrastructure at the site;
		5. Execution of the acceptance test at the site according to Annex 3 hereto;
		6. Delivery of detailed instructions and manuals for operation and maintenance, including list of spare parts, compressed air and electrical connection schemes - all in Czech or English language, in electronic or hardcopy (printed) versions;
		7. Training of operators at the site (at least 2-day training of 2 operators);
		8. Free-of-charge warranty service during the warranty term;
		9. Provision of free technical support in the form of consultations, e.g. regarding fine tuning of the Equipment. The Seller shall provide the Buyer with this free support even after the warranty expires.
	2. The subject of performance (Equipment) is specified in detail in Annexes No. 1 and No. 2 hereto.
	3. The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes and all valid legal regulation, technical and quality standards and that the Buyer will be able to use the Equipment for the defined purpose. In case of any conflict between applicable standards it is understood that the stricter standard or its part shall always apply.
	4. The delivered Equipment and all its parts and accessories must be brand new and unused.
1. **PERFORMANCE PERIOD**
	1. The Seller undertakes to manufacture, deliver, install and handover the Equipment to the Buyer within **4** **months** from the remittance of the advance payment according to Section 5.3.1 to the Seller’s account.
	2. The performance period shall be extended
		1. by the period beginning when the Buyer receives the object made by the Seller within the preliminary testing of the Equipment according to Section 10.1 and ending when the Buyer sends the measurement results of the above object to the Seller,
		2. by the period between the receipt of the advance invoice according to Section 5.3.2 by the Buyer and remittance of the relevant payment,
		3. by a period during which the Seller could not perform due to obstacles on the part of the Buyer and obstacles beyond the control of both Parties.
2. **PURCHASE PRICE, INVOICING, PAYMENTS**
	1. The purchase price is based on the Seller’s submitted bid and amounts to **\_\_\_\_\_\_\_\_ USD** (in words: \_\_\_\_\_\_\_\_\_\_\_) (TO BE FILLED IN BY THE BIDDER)excluding VAT (hereinafter the **“Price”**). VAT shall be paid by the Buyer and settled in accordance with the valid Czech regulation.
	2. The Price represents the maximum binding offer by the Seller and includes any and all performance provided by the Seller in connection with meeting the Buyer’s requirements for the proper and complete delivery of the Equipment hereunder, as well as all costs that the Seller may incur in connection with the delivery and handover, and including all other costs of expenses that may arise in connection with creation of an intellectual property and its protection.
	3. The Parties agreed that the Seller shall be entitled to invoice the Price as follows:
		1. The Seller is entitled to issue the first advance invoice corresponding to 40 % of the Price excluding VAT after the conclusion of the Contract. The Seller shall deliver this advance invoice to the Buyer no later than 10 days from the conclusion of the Contract;
		2. The Seller is entitled to issue the second advance invoice corresponding to 50 % of the Price excluding VAT when the Equipment is ready for shipment after successful testing in the Seller’s premises; Protocol according to Section 10.2 of the Contract shall be attached to this invoice;
		3. The Seller is entitled to invoice the Price after the handover protocol in accordance with Section 11.4 will have been signed. In case the Equipment will be handed over with minor defects and / or unfinished work, the Price shall be invoiced after removal of these minor defects and / or unfinished work.
	4. All invoices issued by the Seller 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:
		1. name and registered office of the Buyer,
		2. tax identification number of the Buyer,
		3. name and registered office of the Seller,
		4. tax identification number of the Seller,
		5. registration number of the tax document (invoice),
		6. scope of the performance (including the reference to this Contract),
		7. the date of the issue of the tax document (invoice),
		8. the date of the fulfilment of the Contract,
		9. purchase Price,
		10. registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller’s request before the issuance of the invoice,
		11. declaration that the performance of the Contract is for the purposes of the project "European support of the Czech participation in construction of CTA observatory II (CTA-CZ)", Reg. No. CZ.02.1.01/0.0/0.0/18\_046/0016007

and must comply with the double taxation agreements, if applicable.

* 1. The Buyer prefers electronic invoicing, with the invoices being delivered to efaktury@fzu.cz. All issued invoices shall comply with any international double taxation agreements, if applicable.
	2. Invoices shall be payable within thirty (30) days of the date of their delivery to the Buyer. Payment of the invoiced amount means the date of its remittance to the Seller’s account.
	3. If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law, the Buyer shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In such a case, the Buyer shall not be in delay with the payment of the Price or part thereof and the Seller shall issue a corrected invoice with a new and identical maturity period commencing on the date of delivery of the corrected or newly issued invoice to the Buyer.
	4. The Buyer shall be entitled to unilaterally set off any of his payments against any receivables claimed by the Seller due to:
		1. damages caused by the Seller,
		2. contractual penalties.
	5. The Seller shall not be entitled to set off any of his receivables against any part of the Buyer’s receivable hereunder.
1. **OWNERSHIP TITLE**
	1. The ownership right to the Equipment shall pass to the Buyer by handover. Handover shall be understood as delivery and acceptance of the Equipment duly confirmed by Parties on the Handover Protocol in accordance with Section 11.4.
2. **PLACE OF DELIVERY AND HANDOVER OF THE EQUIPMENT**
	1. The place of delivery and handover of the Equipment shall be in the building of the Institute of Physics of the Czech Academy of Sciences – Joint Laboratory of Optics), at 17.listopadu 50A, 772 07 Olomouc, Czech Republic, room No. 143.
3. **PREPAREDNESS OF THE PLACE OF DELIVERY AND HANDOVER**
	1. The Seller shall notify the Buyer in writing of the exact date of installation of the Equipment at least 15 days prior to such date, ensuring that the deadline for the performance hereunder is maintained.
	2. The Buyer shall be obliged to allow the Seller, once the deadline set forth in Section 8.1 hereof expires, to install the Equipment at the place of delivery and handover.
4. **COOPERATION OF THE PARTIES**
	1. The Seller undertakes to notify the Buyer of any obstacles on his part, which may negatively influence proper and timely delivery and handover of the Equipment.
5. **PRELIMINARY TESTING**
	1. Before being shipped to the Buyer, the Equipment must undergo the test according to Annex 3 hereto.
	2. The procedure shall be confirmed by a protocol containing specification and results of the performed tests.
6. **DELIVERY, INSTALLATION, HANDOVER AND ACCEPTANCE**
	1. The Seller shall transport the Equipment at his own cost to the place of delivery and handover. If the shipment is intact, the Buyer shall issue delivery note for the Seller.
	2. The Seller shall perform and document the installation of the Equipment and launch experimental tests in order to verify whether the Equipment is functional and meets the technical requirements of Annexes No. 1 and 2 hereof.
	3. Handover procedure includes handover of any and all technical documentation pertaining to the Equipment, user manuals and certificate of compliance of the Equipment and all its parts and accessories with approved standards.
	4. The handover procedure shall be completed by handover of the Equipment confirmed by the Handover Protocol containing specifications of all performed tests. The Handover Protocol shall contain the following mandatory information:
		1. Information about the Seller, the Buyer and any subcontractors;
		2. Description of the Equipment including description of all components, their hardware/software setups (i.e. communication address, etc.) and serial numbers;
		3. Description of executed tests according to Section 3.2.5 of the Contract: type of test, duration and achieved parameters;
		4. List of technical documentation including the manuals;
		5. Confirmation on training, its participants and extent;
		6. Eventually reservation of the Buyer regarding minor defects and unfinished work including the manner and deadline for their removal and
		7. Date of signature of the Equipment Handover Protocol.
	5. Handover of the Equipment does not release the Seller from liability for damage caused by its defects.
	6. The Buyer shall not be obliged to accept Equipment, which would show defects or unfinished work and which would otherwise not form a barrier, on their own or in connection with other defects, to using the Equipment. In this case, the Buyer shall issue a record containing the reason for his refusal to accept the Equipment.
	7. Should the Buyer not exercise his right not to accept the Equipment with defects or unfinished work, the Seller and the Buyer shall list these defects or unfinished work in the Handover Protocol, including the manner and deadline for their removal. Should the Parties not be able to agree in the Handover Protocol on the deadline for removal of the defects, it shall be understood that any defects shall be removed / rectified within 14 days from the handover of the Equipment.
7. **TECHNICAL ASSISTANCE – CONSULTATIONS**
	1. The Seller shall be obliged to provide to the Buyer free-of-charge technical assistance by phone or e-mail relating to the subject-matter hereof during the entire term of the warranty period. The Seller undertakes to provide to the Buyer paid consultations and technical assistance relating to the subject-matter hereof also after the warranty period expires.
8. **REPRESENTATIVES, NOTICES**
	1. The Seller authorized the following representatives to communicate with the Buyer in all matters relating to the Equipment delivery:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

* 1. The Buyer authorized the following representatives to communicate with the Seller in all matters relating to the Equipment delivery:

xxxxxxxxxxxxxxxx
e-mail: xxxxxxxxxxxxxxxx
tel. xxxxxxxxxxxxxxxx

* 1. All notifications to be made between the Parties hereunder must be made out in writing and delivered to the other Party by hand (with confirmed receipt) or by registered post (to the Buyer’s or Seller’s address), or in some other form of registered post or electronic delivery incorporating electronic signature (qualified certificate) to epodatelna@fzu.cz in case of the Buyer and to …….@...... (TO BE FILLED IN BY THE BIDDER) in case of the Seller.
	2. In all technical and expert matters (discussions on the Equipment testing and demonstration, notification of the need to provide warranty or post-warranty service, technical assistance etc.) electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses defined in Sections 13.1 and 13.2.
1. **TERMINATION**
	1. This Contract may be terminated early by agreement of the Parties or withdrawal from the Contract on the grounds stipulated by law or in the Contract.
	2. The Buyer is entitled to withdraw from the Contract without any penalty from the Seller in any of the following events:
		1. The Seller is in delay with the handover of the Equipment longer than 4 weeks after the date pursuant to Section 4.1 hereof.
		2. Technical parameters or other conditions required in the technical specification defined in Annexes No. 1 and 2 hereto and in the relevant valid technical standards will not be achieved by the Equipment at acceptance.
		3. Facts emerge bearing evidence that the Seller will not be able to deliver or hand over the Equipment.
	3. The Seller is entitled to withdraw from the Contract in the event of the Buyer being in default with the payment for more than 2 months with the exception of the cases when the Buyer refused an invoice due to defect on the delivered Equipment or due to breach of the Contract by the Seller.
	4. Withdrawal from the Contract becomes effective on the day the written notification to that effect is delivered to the other Party. The Party which had received performance from the other Party prior to such withdrawal shall duly return such performance.
2. **INSURANCE**
	1. The Seller undertakes to insure the Equipment against all risks, in the amount of the Price of the Equipment for the entire period commencing when transport of the Equipment starts until duly handed over to the Buyer. In case of breach of this obligation, the Seller shall be liable to the Buyer for any damage that may arise.
	2. The Seller is liable for the damage that he has caused. The Seller is also liable for damage caused by third parties undertaken to carry out performance or its part under this Contract.
3. **WARRANTY TERMS**
	1. The Seller shall provide warranty for the quality of the Equipment for a period of **12 months**.
	2. The warranty term shall commence on the day following the date of signing of the Handover Protocol pursuant to Section 11.4 hereof. The warranty does not cover consumable things.
	3. Should the Buyer discover a defect, he shall notify the Seller to rectify such defect using the e-mail address: …….@...... (TO BE FILLED IN BY THE BIDDER). The Seller is obliged to notify the Buyer without delay about any change of this email address. The Seller shall be obliged to review any warranty claim within 24 hours (within business days) from its receipt and to propose solution, unless agreed otherwise by the Parties.
	4. During the warranty period, the Seller shall be obliged to rectify any claimed defects within 30 days from the date on which the Equipment was delivered to the Seller for repair or within 30 days from receipt of the Buyer’s notification if the Seller sends a technician to perform the repair on-site. In cases of unusual defects, the Seller shall be obliged to rectify the defect in the period corresponding to the nature of the defect and to define the deadline for the completion of the repair or for shipping of the rectified Equipment.
	5. During the warranty period, any and all costs associated with defect rectification / repair including transport and travel expenses of the Seller shall be always borne by the Seller.
	6. The repaired Equipment shall be handed over by the Seller to the Buyer on the basis of a protocol confirming removal of the defect (hereinafter the “**Repair Protocol**”)containing confirmations of both Parties that the Equipment was duly repaired and is defect-free.
	7. The repaired portion of the Equipment shall be subject to a new warranty term in accordance with Section 16.1 which commences to run on the day following the date when the Repair Protocol was executed. However, the aggregate warranty period shall not exceed 24 months.
	8. The Seller declares that he shall ensure paid post-warranty [out-of-warranty] service for the period of 7 years after the expiration of the warranty; the service terms shall be identical to those of Sections 16.3 and 16.4.
	9. The Seller undertakes to provide the Buyer with updates of the software controlling the Equipment for the entire term of warranty service.
	10. If the Equipment has defects, due to which it cannot be demonstrably used in full for more than 60 days (period of defects) during six or less consecutive months of the warranty period, the Seller is obliged to eliminate the defect by delivering a new Equipment without defects within 60 days from the date on which the Buyer sent a written notice, unless the Parties agree otherwise.
4. **CONTRACTUAL PENALTIES**
	1. The Buyer shall have the right to a penalty in the amount of 0.1 % of the Price for each commenced day of delay with the performance pursuant to Section 4.1 hereof.
	2. The Buyer shall have the right to a penalty in the amount of 0.05 % of the Price for each commenced day of delay with rectifying of defects claimed within the warranty period.
	3. In case of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Buyer or Seller (the debtor) shall be obliged to pay a contractual penalty in the amount of 0.1 % of the owed amount for each commenced day of delay with the payment.
	4. Contractual penalties are payable within 30 days of notification demanding payment thereof.
	5. Payment of the contractual penalty does not prejudice the rights of the Parties to claim damages.
	6. Payment of the contractual penalty cannot be demanded if the breach of the contractual obligation causes force majeure. Circumstances related to the Covid-19 epidemic shall be considered as force majeure cases despite the fact the epidemic is already underway at the date of this Contract.
5. **DISPUTES**
	1. Any and all disputes arising out of this Contract or the legal relationships connected with the Contract shall be resolved by the Parties by mutual negotiations. In the event that any dispute cannot be resolved by negotiations within sixty (60) days, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties; the court having jurisdiction will be the court where the seat of the Buyer is located. Disputes shall be resolved exclusively by the law of the Czech Republic.
6. **ACCEPTANCE OF THE PROJECT RULES**
	1. The Seller, using all necessary professional care, shall cooperate during financial inspections carried out in accordance with Act No. 320/2001 Coll., on Financial Inspections, as amended, or during other financial inspections carried out by any auditing entities (particularly by the Managing Authority of the Operational Program Research, Development and Education) and shall allow access also to those portions of the bid submitted within the Procurement Procedure, the Contract and related documents which may be protected by special legal regulation, given that all requirements set forth by legal regulation with respect to the manner of executing such inspections will have been observed.
7. **FINAL PROVISIONS**
	1. This Contract represents the entire agreement between the Buyer and the Seller. The relationships between the Parties not regulated in this Contract shall be governed by the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the **“Civil Code”**).
	2. 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 subsequently clarify any such provision or replace after mutual agreement such invalid, ineffective or unenforceable provision of the Contract by 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.
	3. This Contract may be changed or supplemented solely by means of numbered amendments in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject modifications to the Contract in any other manner.
	4. The Parties expressly agree that the Contract as a whole, including all attachments and data on the Parties, subject-matter of the Contract, numerical designation of this Contract, the Price and the date of the Contract conclusion, will be published in accordance with Act No. 340/2015 Coll. on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended (hereinafter the “**CRA**”). The Parties hereby declare that all information contained in the Contract and its Annexes are not considered trade secrets under § 504 of the Civil Code and grant permission for their use and disclosure without setting any additional conditions.
	5. The Parties agree that the Buyer shall ensure the publication of the Contract in the Contract Register in accordance with CRA.
	6. This Contract becomes effective as of the day of its publication in the Contract Register.
	7. The following Annexes form an integral part of the Contract:

Annex No. 1: Technical specification on the subject of performance (Bidder shall fill in the columns “Description and specification of the Equipment offered by the Seller” and “Complies YES / NO”)

Annex No. 2: Technical description of the Equipment as presented in Seller’s bid (Bidder shall present in his bid)

Annex No. 3: Specification of the preliminary and acceptance test

* 1. The Parties, manifesting their consent with the entire contents of this Contract, attach their signature hereunder.

In Prague

For the Buyer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RNDr. Michael Prouza, Ph.D.

Director

In \_\_\_\_\_\_\_\_\_\_

For the Seller:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

**Annex No. 1 - Technical specification on the subject of performance**

**The Equipment is a single-wire diamond saw for precise cutting of various technical materials. It must meet the technical conditions and include components listed in this table.**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Description and minimum specification of the Equipment as defined by the Buyer | Description and specification of the Equipment offered by the Seller | Complies YES/NO |
| 1 | The dimensions of the individual parts of the machine must be smaller than the entrance door to the laboratory 1900 x 1400 mm. |  |  |
| 2 | The device must meet the conditions for connection to the 230/400 V and 50 Hz mains. |  |  |
| 3 | The device must be equipped with a control computer with software. |  |  |
| 4 | The device must be controlled and programmed using the same computer interface. |  |  |
| 5 | The device must be equipped with the necessary operating instructions for all parts of the machine in Czech or English. |  |  |
| 6 | The device must allow the cutting of material with a maximum dimension of at least 200 x 200 x 200 mm. |  |  |
| 7 | The device must be able to make individual cuts with a single wire fitted with a diamond abrasive. The diameter of the core of the cutting wire used on the device must be selectable in the range of at least 80 to 150 micrometers. |  |  |
| 8 | The tension of the cutting wire must be adjustable, at least in the range of the tension force 10 to 100 N. |  |  |
| 9 | The feed speed of the cutting wire must be selectable at least in the range of 0 to 20 m/s. |  |  |
| 10 | The equipment must be equipped with a wire break detection system. |  |  |
| 11 | The equipment must use a system with alternating tilting of the wire in the cutting plane for cutting. |  |  |
| 12 | The device must be equipped with a coolant circulation system. |  |  |
| 14 | The device must be equipped with a sliding table for fixing the cut material, which allows automated cutting of the same sheets of cut material. |  |  |
| 15 | The equipment must be equipped with a table that allows automated tilting and rotation of the fixed cut material with the following required parameters. |  |  |
| 16 | - Guaranteed rotation range of at least +/- 360 °. |  |  |
| 17 | - Guaranteed tilt range of at least +/- 10 °. |  |  |
| 18 | - Guaranteed setting accuracy better than 60 arc sec.  |  |  |
| 19 | - Guaranteed repeatability of settings in one direction better than 10 arc sec. |  |  |
| 20 | - Guaranteed repeatability of setting with change of direction of rotation better than 30 arc sec. |  |  |
| 21 | The device must be equipped with a unit for remote control of the device. |  |  |
| 22 | The supply of equipment must also include the following items: |  |  |
| 23 | - Spare guide rollers for wire tensioning at least 2 pieces. |  |  |
| 24 | - Spare spool for winding the cutting wire at least 1 piece. |  |  |
| 25 | - Wire of corresponding parameters for making test cuts. |  |  |
| 26 | - Wire for operator training at least 2500 m (wire core diameter 140 micrometers, diamond grain size 22/36). |  |  |
| 27 | - Coolant recommended by the manufacturer for the production of the test sample at least 20 l. |  |  |
| 28 | - The delivery must include a complete manual for working with the equipment for its control, programming and service. |  |  |
| 29 | - Complete list of spare parts. |  |  |
| 30 | - Block diagram of the device. |  |  |
| 31 | - Wiring diagram of electrical and electronic units, especially electrical sources, motors, encoders. |  |  |
| 32 | The delivery of the equipment must include the training of the equipment operator at the place of its installation for 2 employees of the customer for at least 2 days. |  |  |

(Bidder shall fill in the columns “Description and specifications of the Equipment offered by the Seller” and “Complies YES / NO”)

**Annex No. 2**

**The Seller’s bid in the extent it describes technical parameters of the Equipment**

(Bidder shall present in his bid)

**Annex No. 3**

**Specification of the preliminary and acceptance test**

*Before being shipped to the Buyer and then again, before being accepted by the Buyer at the place of performance, the Equipment must undergo the following test:*

The test consists of cutting 4 surfaces of a glass block made of a material marked BK7. The cuts will be made according to the Cutting plan below.

As stated above, the test will be performed twice.

The first test will be performed at the Equipment manufacturer premises after its production is completed. For the purposes of the test, a BK7 optical glass block will be delivered to the Seller by the Buyer before the Equipment is produced. The produced Test Sample I. will be sent to the Buyer. The Buyer will subsequently check the dimensions and surface roughness of the sample. In the event that Test Sample I. meets the tolerances set by the Cutting plan, the Buyer will pay the Seller the second part of the Price (50%).

The second test will be performed at the place of installation of the Equipment after its installation and fulfillment of other requirements specified within the Contract. In the event that Test Sample II. meets the dimensional tolerances set by the Cutting plan, the Buyer will pay the Seller the third part of the Price (10%).

Cutting plan:

A Test Sample will be produced from a BK7 optical glass block with a minimum size of 101 x 101 x 101 mm but not greater than 150 x 150 x 150 mm after mounting the block on a turntable in the usual manner according to this Cutting plan. Part of the cutting plan is a schematic image of the test specimen with marking of areas and controlled angles (see bottom).

1. The glass block will be attached to the rotating table by the usual method and surface B will be cut.

2. At a distance of 95 -0.1 mm from surface B, a parallel cut of surface D will be made. The permissible error of parallelism of surfaces B and D is 0.07 mm.

3. The table with the cut block will be rotated by 90 ° and then the cutting of surface C will be performed. The permissible error of the angle between surfaces D and C is 90 ° ± 1 arcmin.

4. At a distance of 95 -0.1 mm from surface C, a parallel cut of surface A will be made. The permissible error of parallelism of surfaces C and A is 0.07 mm.

5. The surface roughness after cutting must meet the condition of Ra being ≤ 0.001 mm.

Test Samples I. and II. manufactured according to the procedure specified in the Cutting plan will be inspected in the Joint Laboratory of Optics of Palacký University Olomouc and the Buyer using a contact profilometer Taylor & Hobson PGI Optics and a contact 3D measuring sensor Renishaw. Fulfillment of production tolerances is a condition for making the second and third part of the payment.

In the event that the produced Test Sample I. does not meet the tolerances specified in the Cutting plan (as would be demonstrated by the check performed by the Buyer), the manufacturer may produce replacement Test Sample from another BK7 optical glass block which he has to purchase on his own.

In the event that the produced Test Sample II. does not meet the tolerances specified in the Cutting plan, the manufacturer may produce replacement Test Sample from the same glass block. In this case, the distances of the parallel sections 95 -0.1 mm given in points 2. and 4. of the Cutting plan will be 2 mm smaller, i.e. 93 -0.1 mm. It is also permissible to carry out a third correction of Test Sample. In this case, the distances of the parallel sections 95 -0.1 mm given in points 2. and 4. of the Cutting plan will be 4 mm smaller, i.e. 91 -0.1 mm (This procedure can also be used in the case of Test Sample I., if the non-compliance with the tolerances is measured by the Seller himself before sending the sample to the Buyer).

