



## **Request for Quotation**

### **“Low vibration cryocooler system for ELIMAIA“**

This procurement is to be carried out in accordance with Article 21 of The Extreme Light Infrastructure ERIC Procurement Rules (hereinafter referred to as the “*Rules*”).

(hereinafter the “*Request*”, “*Procurement*” or “*Procurement Procedure*”)

#### **Organisation:**

**The Extreme Light Infrastructure ERIC**

with its registered office at

Za Radnicí 835, 252 41 Dolní Břežany, Czech Republic

identification No.: 109 74 938

(hereinafter the “*Organisation*”)

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## 1. Basic data on the Organisation and the Procurement Procedure

### 1.1. Basic data on the Organisation

Organisation	<b>The Extreme Light Infrastructure ERIC</b>
Registered Office:	Za Radnicí 835, 252 41 Dolní Břežany, Czech Republic
Identification No.:	109 74 938
Person authorised to act on behalf of the Organisation:	Roman Hvězda, ELI Beamlines Facility Director
Contact person:	David Pokorný tel. +420 601 555 056 e-mail: <a href="mailto:david.pokorny@eli-beams.eu">david.pokorny@eli-beams.eu</a>

### 1.2. Procurement Procedure

This Procurement Procedure is carried out solely under the Rules available at <https://eli-laser.eu/procurement/rules/>.

## 2. Subject-matter of the Procurement

### 2.1. Specification of the subject-matter of the Procurement

The subject-matter of this Procurement is Low vibration cryocooler system as described in detail in **Annex No. 2 Technical Specification** and further specified in **Annex No. 1 Purchase Contract**.

The information and data listed in this Request and its Annexes define the minimum technical and other mandatory requirements of the Organisation. Suppliers are obliged to respect these requirements in their Quotation.

### 2.2. Technical specification

Technical specification for the subject-matter of this Procurement is given in **Annex No. 2 Technical Specification**.

The technical parameters stated in **Annex No. 2 Technical Specification** are defined as maximal/minimal requirements, i.e. suppliers are entitled to offer more advantageous products/solution.

If the technical specification is 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, suppliers may offer another equivalent solution. The Organisation reserves the right to ask for the explanation and/or evidence that the proposed solution satisfies in an equivalent manner the requirements defined by the Organisation.

### 2.3. Business conditions

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

Suppliers are obliged to fill in only the blanks highlighted in yellow within the Purchase Contract.

**Suppliers are not entitled to make any other changes in the Purchase Contract.**

By submitting a Quotation, the supplier confirms his agreement with the business conditions according to **Annex No. 1 Purchase Contract**.

Suppliers particularly shall not refer in their Quotations to their business conditions and terms. If a supplier includes his own business terms and conditions in the Quotation, such terms and conditions shall be irrelevant and the supplier will be requested to conclude the Purchase Contract as is attached to this Request.

#### **2.4. Social, ecological and innovative aspects**

The Organisation will award this Procurement in accordance with the principles of socially and environmentally responsible procurement. Socially and environmentally responsible procurement also takes into account the related impacts, especially in the areas of employment, social and labour rights and the environment.

### **3. Requirements for processing the bid price**

Suppliers are required to state **the bid price in EUR excluding VAT** in the **Cover Note** which is the **Annex No. 3** to this Request and in the **Purchase Contract** (Section 5) which is the **Annex No. 1** to this Request.

VAT shall be paid in accordance with the applicable legal regulations.

The bid price is the maximum price that cannot be exceeded and shall include all costs incurred by the supplier in connection with the performance hereof.

The bid price must also include costs not explicitly specified but about which the supplier knew or should and could have known considering his professional knowledge, exercising all professional care.

In the event of a discrepancy between the data on the bid price stated in the various parts of the Quotation, the Organization will rely on the bid price excluding VAT specified in the Purchase Contract for the purposes of evaluation and conclusion of the Purchase Contract.

### **4. Evaluation**

#### **4.1. Evaluation criteria**

Quotations shall be evaluated on the basis of best-value-for-money.

The Organisation evaluates the **bid price in EUR excluding VAT**. The bid price shall be given in the structure and under the conditions defined in Article 3. hereof.

The Organisation shall evaluate the best-value-for-money solely on the basis of the lowest bid price. The winning Quotation will be the Quotation with the lowest bid price.

Suppliers shall not be authorised to make the Quotation subject to any conditions. Any such conditions or provision of several different values in the Quotation parts that are subject to the evaluation shall constitute a reason to exclude the supplier from the Procurement Procedure.

#### **4.2. Priority of evaluation**

Similarly to Article 27(8) of the Rules, the Organisation shall assess compliance of the Quotation with this Request upon finalisation of the evaluation and shall carry out the assessment in relation to the Quotation of the supplier recommended for award only.

### **5. Quotation processing conditions and requirements**

The Organisation accepts Quotations in electronic form only, on the following e-mail address: [tenders@eli-laser.eu](mailto:tenders@eli-laser.eu)

**Quotations shall be submitted no later than 13. 9. 2024 at 10:00 AM.**

Subject-matter of the e-mail with the Quotation shall be marked 'DO NOT OPEN' and the title of the Procurement “Low vibration cryocooler system for ELIMAIA”

If the subject-matter of the e-mail is properly marked, the Organisation shall not open such e-mail before the end of the period during which the Quotations can be submitted. The Quotation must be prepared in **English or Czech**.

The documents constituting the Quotation may be provided in the form of scanned images.

If two or more suppliers submit a Quotation jointly (joint Quotation), they shall indicate in the Quotation the person who is authorised to represent these suppliers when communicating with the Organisation during the Procurement Procedure.

The supplier shall submit a Quotation containing the following documents and sections, the following structure is only recommended:

**a) Cover Note**

The Cover Note shall include the following details: Procurement title, basic identification details of the Organisation and the supplier (including persons empowered to be involved in further proceedings and stating an enterprise categorisation in accordance with the Recommendation 2003/361/EC), contact e-mail address of the supplier (for electronic communication with the Organisation during the Procurement Procedure), the bid price, date and signature of the person authorised to act on behalf of the supplier.

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

**b) Purchase Contract (Annex No. 1 hereto) with the highlighted blanks filled in and signed by authorised person of the supplier.**

**c) Description of the technical parameters of the offered product / solution that will show that it meets the technical specification set out in Annex No. 2 hereto (in the case of the winning Quotation, this document shall become Annex to the Purchase Contract).**

**d) Affidavit regarding international sanctions**

Suppliers shall provide a solemn declaration (affidavit) that awarding the contract to them does not represent any violation of international sanctions according to Czech Act No. 69/2006 Coll., on Implementation of International Sanctions, as amended.

Detailed information is provided in Article 6.3. hereof. Suppliers may use **Annex No. 4** hereto.

## **6. Other conditions**

### **6.1. Rights of the Organisation**

The Organisation may request an explanation or supplement to any Quotation.

Supplementing the Quotation may not change the bid price or other data relevant to the evaluation.

If the Quotation contains data or information inconsistent with the Request (as it was submitted, or even after explanation/supplementation), the Organisation shall exclude it.

The Organisation may verify the credibility of the data, documents, samples or models provided by the supplier and may also acquire them itself.

### **6.2. Explanation of the Request**

The Organisation shall provide explanation of the Request based on the supplier's written request or on its own will. Requests for explanation must be submitted at least 3 working days prior to the deadline

for Quotation submission to the e-mail address [david.pokorny@eli-beams.eu](mailto:david.pokorny@eli-beams.eu). The Organisation shall provide explanations without undue delay. The Organisation is not obliged to provide explanations for requests that were not submitted within the deadline stipulated in the second sentence of this paragraph.

### **6.3. International sanctions**

The Organisation shall not award the contract if such award would represent any violation of international sanctions according to Czech Act No 69/2006 Coll., on Implementation of International Sanctions, as amended. The Act implements mainly international sanctions adopted based on the membership of the Czech Republic in the United Nations organization and in the European Union (especially the EU Regulation No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended).

Suppliers shall provide a solemn declaration (affidavit) that awarding the Purchase Contract to them does not represent any violation of international sanctions according to Czech Act No 69/2006 Coll., on Implementation of International Sanctions, as amended.

Should the provided declaration prove untrue or should the declaration not be provided by the supplier, the Organisation will exclude the supplier recommended for award based on the evaluation from the Procurement Procedure at any time until the conclusion of the Purchase Contract and may exclude any other supplier from the Procurement Procedure for that reason.

Should the international sanctions apply on a subcontractor of a supplier, the Organisation may require the supplier to replace the subcontractor so identified. Should the supplier recommended for award based on the evaluation not replace the subcontractor, the Organisation shall exclude the supplier from the Procurement Procedure at any time until the conclusion of the Purchase Contract.

## **7. Final provisions**

The Organisation does not allow variants of Quotation.

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

### **List of Annexes:**

- 1. Purchase Contract**
- 2. Technical Specification**
- 3. Cover Note**
- 4. Affidavit regarding international sanctions**

On behalf of the Organisation:

  
.....  
Roman Hvězda, ELI Beamlines Facility Director

**Annex 1**

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**Purchase Contract**





## PURCHASE CONTRACT

This purchase contract (“**Contract**”) was concluded pursuant to section 2079 *et seq.* of the Czech Act No. 89/2012 Coll., the Civil Code (“**Civil Code**”), on the day, month and year stated below by and between:

(1) **The Extreme Light Infrastructure ERIC**

with its registered office at: Za Radnicí 835, 252 41 Dolní Břežany, Czech Republic

Identification No.: 10974938

represented by: Roman Hvězda, ELI Beamlines Facility Director

(“**Buyer**”); and

(2) [REDACTED]

with its registered office at: [REDACTED]

Identification No.: [REDACTED]

represented by: [REDACTED]

(“**Seller**”).

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

### WHEREAS

- (A) The Buyer is a contracting authority and operator of the ELI Beamlines Facility in Dolní Břežany, Czech Republic.
- (B) For the operation of the ELI Beamlines Facility, it is necessary to purchase the Object of Purchase (as defined below) in accordance with The Extreme Light Infrastructure ERIC Procurement Rules.
- (C) The Seller wishes to provide the Object of Purchase to the Buyer for consideration.
- (D) The Seller’s quotation submitted within the procurement entitled “*Low vibration cryocooler system for ELIMAIA TP24\_024*”, whose purpose was to procure the Object of Purchase (hereinafter referred to as the “**Procurement**”), was selected by the Buyer as the most suitable.

## **IT WAS AGREED AS FOLLOWS:**

### **1. BASIC PROVISIONS**

- 1.1 Under this Contract, the Seller shall deliver and hand over to the Buyer a low vibration closed cycle cryostat system for UHV applications as described in Annex 1 (*Technical Specification*) and in Annex 2 (*Description of the technical parameters of the offered Object of Purchase*) to this Contract, in the quality described therein (hereinafter referred to as the “**Object of Purchase**”) and shall transfer ownership right to the Object of Purchase to the Buyer. The Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below). All of the above shall proceed under the terms and conditions stipulated in this Contract.
- 1.2 Under this Contract, the Seller shall also:
- 1.2.1 transport the Object of Purchase to the place of delivery;
  - 1.2.2 deliver operational and maintenance manuals of the Object of Purchase to the extent specified in Annex 1 (*Technical Specification*) and other documents which are necessary for the proper takeover and use of the Object of Purchase (i.a. documents according to chapters 4. and 5. of Annex 1 (*Technical Specification*)) in Czech or English language;
  - 1.2.3 provide warranty service; and
  - 1.2.4 cooperate with the Buyer during the performance of this Contract, incl. provision of remote installation support  
**(“Related Activities”)**.
- 1.3 The Object of Purchase and all its parts and accessories must be brand new and unused.

### **2. THE PLACE OF DELIVERY**

The place of delivery is the ELI Beamlines Facility at the address: Za Radnicí 835, 252 41 Dolní Břežany, Czech Republic.

### **3. THE LEAD TIME**

The Seller shall manufacture and deliver the Object of Purchase within **45 weeks** of the conclusion of this Contract.

### **4. THE OWNERSHIP RIGHT**

The ownership right to the Object of Purchase shall be transferred to the Buyer upon its acceptance.

### **5. PRICE AND PAYMENT TERMS**

- 5.1 The purchase price for the Object of Purchase is [REDACTED],- EUR (“**Purchase Price**”) without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.

- 5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the delivery of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Parties agreed that the Seller shall be entitled to invoice the Purchase Price as follows:
- 5.3.1 up to 50 % of the Purchase Price excl. VAT upon presentation of the B/L (Bill of lading) proving the Object of Purchase is shipped from the Seller's location,
- 5.3.2 the rest of the Purchase Price on the basis of an invoice issued after the Object of Purchase is installed and fully accepted by the Buyer.
- 5.4 The Buyer shall realize payments on the basis of duly issued invoices within 21 days from Buyer's receipt (maturity period). The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer's account on behalf of the Seller's account. To avoid any doubts, Parties declare that if there is stated a maturity period shorter than 21 days on the invoice, then such maturity period may be disregarded by the Buyer.
- 5.5 The invoices issued by the Seller must contain all information required by the applicable laws of the Czech Republic. Furthermore, invoices issued by the Seller in accordance with this Contract shall contain the registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request prior to the issuance of the invoice.
- 5.6 In case that the invoice shall not contain the above-mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice by the Buyer.
- 5.7 The Buyer requires electronic invoicing on the following e-mail address: [e-billing@eli-laser.eu](mailto:e-billing@eli-laser.eu).

## **6. SELLER'S DUTIES**

- 6.1 The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
- 6.2 During the performance of this Contract, the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out, if professional care was exercised, that the instructions are for any reason inappropriate or illegal or contrary to this Contract, the Seller must notify the Buyer thereof.
- 6.3 All things necessary for the performance under this Contract shall procure the Seller, unless this Contract stipulates otherwise.

## 7. ACCEPTANCE OF THE OBJECT OF PURCHASE

- 7.1 The Object of Purchase shall be delivered to the place of delivery in a condition corresponding to Annex 1 (*Technical Specification*) to this Contract.
- 7.2 The acceptance of the Object of Purchase shall be carried out on the basis of an acceptance protocol ("**Acceptance Protocol**") in accordance with Annex 1. The Buyer shall draw up the Acceptance Protocol within ten (10) working days of the delivery and send it electronically to the Seller's address according to section 8.5 without delay.
- 7.3 If the Seller fails to duly carry out all Related Activities or if the Object of Purchase does not meet any of the requirements of this Contract, the Buyer is entitled to refuse to accept the Object of Purchase. The Buyer is entitled (but not obliged) to accept the Object of Purchase despite the above-mentioned deficiencies, in particular, if such deficiencies do not prevent the Buyer from properly operating the Object of Purchase. In such a case, the Buyer shall list the deficiencies in the Acceptance Protocol.

## 8. WARRANTY

- 8.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of twelve (12) months. If there is warranty period of longer duration on the warranty list or other document, then this longer warranty period shall have priority over the period stated in this Contract.
- 8.2 The warranty period shall begin on the day of signature of the Acceptance Protocol. If defects and/or deficiencies are listed in the Acceptance Protocol, the warranty period is extended by the period defined as the interval between the date of signature of the Acceptance Protocol and the day of complete removal of the last defect/deficiency.
- 8.3 The Seller shall remove defects and deficiencies that occur during the warranty period for which it is liable free of charge (including transport if needed) and under the conditions stipulated in this Contract.
- 8.4 If the Buyer ascertains a defect or deficiency of the Object of Purchase during the warranty period, the Buyer shall notify the Seller of this defect or deficiency without undue delay. Defects and/or deficiencies must be notified no later than the last day of the warranty period in order for the Seller to remove them free of charge.
- 8.5 The Buyer notifies defects and deficiencies in writing via e-mail. The Seller shall accept notifications of defects and/or deficiencies on the following e-mail address: [REDACTED]. The Seller shall confirm within thirty-six (36) hours from the receipt of the notification.
- 8.6 In the notification, the Buyer shall describe the defect or deficiency and the manner of its removal. The Buyer has the right to:
- 8.6.1 ask for the removal of the defect or deficiency by the delivery of new Object of Purchase or its individual parts, or
  - 8.6.2 ask for the removal of the defect or deficiency by repair, or
  - 8.6.3 ask for the reasonable reduction of the Purchase Price.



The choice among the above-mentioned rights belongs to the Seller.

- 8.7 The Seller shall remove the defect or deficiency within four (4) weeks or a mutually agreed time frame from the delivery of the Object of Purchase for repair unless Parties agree otherwise.
- 8.8 The Seller shall execute a protocol on the removal of the defect or deficiency, which shall contain the description of the defect or deficiency and the confirmation that the defect or deficiency has been removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect and its removal.
- 8.9 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.

## **9. PENALTIES**

- 9.1 If the Seller is in delay with meeting the delivery deadline (subject to force majeure or delays caused by the Buyer) stipulated in Art. 3. of the Contract, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05% of the Purchase Price for every (even commenced) day of delay.
- 9.2 If the Seller is in delay with the removal of a defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05% of the Purchase Price for every (even commenced) day of delay.
- 9.3 In the case of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Buyer or Seller (the debtor) shall pay a contractual penalty in the amount of 0,05 % of the owed amount for each commenced day of delay with the payment.
- 9.4 Contractual penalties are payable within fifteen (15) days of notification demanding the payment thereof. The payment of contractual penalties shall not affect the right of the Parties to claim damages even to the extent to which such damages exceed contractual penalties.
- 9.5 The total amount that the Seller shall be obliged to pay on contractual penalties shall not exceed 15% of the Purchase Price.
- 9.6 The Buyer is entitled to unilaterally set off claims arising from contractual penalties against a claim of the Seller for the payment of the Purchase Price.

## **10. RIGHT OF WITHDRAWAL**

- 10.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occurs:
  - 10.1.1 the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than eight (8) weeks (subject to force majeure or delays caused by the Buyer);

- 10.1.2 the Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (Technical Specification), and such defects or deficiencies cannot be remedied;
- 10.1.3 the insolvency proceeding is initiated against the Seller; or
- 10.1.4 the Buyer ascertains that the Seller provided in its quotation for the Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the Procurement, which preceded the conclusion of this Contract.

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

- 11.1 The Buyer aims to conclude contracts with the suppliers that take into account and implement the principles of social responsibility, ecological sustainability and innovation. Therefore, the Seller shall ensure that
  - 11.1.1 this Contract shall be performed only by persons that are employed in accordance with the applicable legal regulations (no illegal or child workers);
  - 11.1.2 while performing this Contract, all applicable health and safety regulations and rules at work place are observed;
  - 11.1.3 all persons performing this Contract are employed under fair and non-discriminatory working conditions;
  - 11.1.4 if presented with different manners of performing this Contract, the Seller shall select the solution/process that is in accordance with the principles governing nature conservation and nature protection, ecological sustainability and ecological waste management; and
  - 11.1.5 if presented with different manners of performing this Contract, the Seller shall select the solution/process that is the most innovative.

## **12. REPRESENTATIVES**

- 12.1 The Buyer authorizes
  - 12.1.1 XXXXXXXXXXXX, e-mail: XXXX.XXXX@eli-beams.eu to act on behalf of the Buyer in technical matters related to this Contract. This person is authorized to execute any and all protocols and other documents foreseen by this Contract, notify defects and deficiencies, and communicate with the Seller but is not authorized to change or supplement this Contract,
  - 12.1.2 Václav Mráz, e-mail: [david.pokorny@eli-beams.eu](mailto:david.pokorny@eli-beams.eu) to act on behalf of the Buyer in contractual matters. This person must be informed of all matters that may result in a change to the Contract (for example, a change in technical requirements, deadlines or Purchase Price). Only this person may, in the event of imminent risk of default, give his consent to the above changes before signing the relevant Contract amendment.

12.2 The Seller authorizes [REDACTED], e-mail: [REDACTED@REDACTED] to act on behalf of the Seller in connection with this Contract. This person is authorized to execute any and all protocols and other documents foreseen by this Contract and communicate with the Buyer. This person is not authorized to change or supplement this Contract.

### 13. FINAL PROVISIONS

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

13.2 The terms and conditions of this Contract represent the whole agreement between the Parties regarding the subject matter of this Contract and any prior or oral agreements have been either consolidated into this Contract or are disregarded by the Parties.

13.3 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferably settled by a mutual negotiation. In the case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.

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

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

13.6 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.

13.7 If not executed electronically, this Contract is made in two (2) counterparts and each Party shall receive one (1) counterpart.

13.8 Integral parts of this Contract are Annex 1 (*Technical Specification*) including all its appendices and Annex 2 (*Description of the technical parameters of the offered Object of Purchase*). If Annex 1 (*Technical Specification*) uses the term "Contracting Authority (CA)", it means the Buyer and if it uses the term "Supplier", it means the Seller.

13.9 This Contract shall be valid and effective on the date of the signature of both Parties.

**IN WITNESS WHEREOF** attach Parties their signatures:

#### Buyer

Signature: \_\_\_\_\_

Name: Roman Hvězda

Position: ELI Beamlines Facility Director

#### Seller

Signature: \_\_\_\_\_

Name: [REDACTED]

Position: [REDACTED]

**ANNEX 1**  
**TECHNICAL SPECIFICATION**

*Annex No. 2 to the Request for Quotations for this Procurement to be attached here before the signature of this Contract with the selected supplier.*




**ANNEX 2**

**DESCRIPTION OF THE TECHNICAL PARAMETERS OF THE OFFERED OBJECT OF PURCHASE**

*The description of the technical parameters of the offered Object of Purchase as included in the quotation of the selected supplier to be attached here before the signature of this Contract with the selected supplier.*

**Technical Specification**

<b>Document classification</b>	<i>PU - Public</i>	<b>ID / Revision</b>	40240723/C
<b>Document Statute</b>	<i>Document Released</i>	<b>Document number</b>	N/A
<b>OBS code</b>	87		
<b>PBS code</b>	<i>E.E4.ELMA</i>		
<b>Branch</b>	<i>Engineering &amp; Scientific documents (E&amp;S)</i>		
<b>Document type</b>	<i>Specification (SP)</i>		
<p><b>[RSD Product Category B]</b></p> <p><b>Low vibration cryocooler system for ELIMAIA</b></p> <p><b>TP24_024</b></p>			
			
<p><b>Keywords</b></p> <p>n/a</p>			
	<b>Position</b>	<b>Name, Surname</b>	
<b>Responsible person</b>	Scientist	Timofej Chagovets	
<b>Prepared by</b>	Scientist	Timofej Chagovets	



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<i>Reviewed By</i>			
<i>Name (Reviewer)</i>	<i>Position</i>	<i>Date</i>	<i>Signature</i>
Lorenzo Giuffrida	Head of department of Ion Acceleration and Application of High Energy Particles	<i>Noticed (category B)</i>	
Luboš Nims	Electrical Engineering Group leader		
Lukáš Brabec	Vacuum and Cryogenics Group leader		
Radek Toman	Legal Group leader		
Veronika Olšovcová	Group Leader of Safety		
Viktor Fedosov	Group Leader of Quality and Planning		

<i>Approved By</i>			
<i>Name (Approver)</i>	<i>Position</i>	<i>Date</i>	<i>Signature</i>
Lorenzo Giuffrida	Head of department of Ion Acceleration and Application of High Energy Particles		

<i>Revision History / Change Log</i>				
<i>Change no.</i>	<i>Made by</i>	<i>Date</i>	<i>Change description, Pages, Chapters</i>	<i>Rev.</i>
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## 1. Introduction

### 1.1. Purpose

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

### 1.2. Subject

This RSD contains all of the technical requirements: functional, performance, design, delivery, safety and quality requirements for the following product (tender ID# TP24\_024): **Low vibration cryocooler system** (further referred to as “**Cryocooler**”).

This Product is a **product Category B** according to the ELI Beamlines RSD categories of products. The Category B product is based on an existing design with minor adaptations to the existing model. As such, no formal design phase is required but the final design suggestion has to be accepted by the Contracting Authority before manufacturing starts. Testing and verification of all specified parameters for every item listed in this RSD shall be undertaken by the Supplier before delivery to the ELI Beamlines facility and all items shall be furnished with a certificate of conformity or other such document to reflect the performance of each item. Further, all items are subject to testing and verification upon delivery to the ELI Beamlines facility by qualified personnel, and all non-conformances (if any) must be addressed by the Supplier in a timely manner.

### 1.3. Terms, Definitions and Abbreviations

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

Abbreviation	Meaning
AC	Alternating Current
CA	Contracting Authority (ELI ERIC)
ELI	Extreme Light Infrastructure
NCR	Nonconformity Report
RSD	Requirements Specification Document



## 2. Functional, Performance and Design requirements

REQ-402401/A

The Cryocooler shall use no liquid cryogen.

REQ-402402/A

The Cryocooler shall be delivered with all equipment needed to run the cryostat according to the technical specifications. These shall include (but may not be limited to):

- Compressor,
- Helium medium hoses >10 m (gas lines),
- Cryocooler,
- Two temperature sensors.

REQ-402424/A

The Cryocooler shall be supply with 2 additional instrumental feedthrough, a blinded flanges for additional extensions (KF25 or KF40 or CF40) to connect the vacuum system and additional electrical leads.

REQ-402403/A

The Cryocooler shall be mounted to the cryostat with vibration-isolated bellows (or other equivalent vibration-limiting means).

REQ-402404/A

The Cryocooler shall operate in the temperature range from 3K to 300K.

REQ-402405/A

The Cryocooler shall have capability to connect to the control systems.

REQ-402406/A

The cold head of the Cryocooler shall be disconnected from the sample plate by an exchange gas volume (or supply with another equivalent thermal stabilization system).

REQ-402407/A

The vibration magnitude of the Cryocooler shall be < 300 nm in the frequency range of up to 100 Hz.

REQ-402408/A

The cooling power of the Cryocooler shall be > 1.1W at about 4K on a sample plate.

REQ-402409/A

The sample mount of the Cryocooler and radiation shield shall be supplied with a temperature sensor and heater for temperature control.

REQ-402410/A

The sample mount of the Cryocooler shall have replaceable build-up in a way that various experimental cells can be mounted on it.

REQ-402411/A

The first cooling stages of the Cryocooler shall be supplied with a flange for mounting various radiation thermal shields.

REQ-402412/A

The gas capillary for condensation He gas into the experimental cell mounted to sample mount shall be thermalized on the first and second cooling stages.

REQ-402425/A

The temperature-controlled cold plate (sample mount) shall have a minimum diameter of 45 mm.

REQ-402426/A

A temperature controller is included in the scope of delivery, which allows the temperature of the sample compartment to be set in the range of at least 3 - 300 K with controlled step better than 0.1 K. The controller shall allow the temperature to be sensed from a minimum of 4 sensors and have a minimum of 2 control loops for heating.

REQ-402413/A

The power supply to the compressor shall be 400 V  $\pm$ 10% / 50 Hz with a maximum 32 A circuit breaker and to the other electronics, if required, 230 V AC  $\pm$ 10 % / 50 Hz with a maximum 16 A fuse.

REQ-402414/A

Before starting the Cryocooler manufacture, the Supplier shall provide a 3D model and drawings for agreement with the CA. The Cryocooler manufacture shall be started only after the design approval by the CA.

### 3. Delivery requirements

REQ-402415/A

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

REQ-402416/A

Packing, insurance and shipment shall be a part of the Cryocooler delivery.

REQ-402417/A

The Supplier shall provide to the CA the remote support of the Cryocooler installation and utilization during working days.

### 4. Safety Requirements

REQ-402418/A

The Supplier shall supply a Declaration of Conformity for each product type. This declaration shall declare compliance in part with:

- Act No. 176/2008 Coll., as amended (2006/42/EC);
- Act No. 118/2016 Coll., as amended (2014/35/EU);
- Act No. 117/2016 Coll., as amended (2014/30/EU);
- the other relevant EU/EC regulations and ISO standards if applicable or required by the relevant regulations.

*NOTE: The compliance of the Cryocooler with these obligations shall be demonstrated by the (EU) Declaration of conformity and the CE marking.*

## 5. Quality Requirements

### 5.1. General Quality Requirements

REQ-402419/A

The Supplier shall provide the Product User Manual as part of the delivered Cryocooler. The Manual shall include:

- transport and handling (including cleaning);
- storage and installation;
- safe operation and maintenance procedures.

REQ-402420/A

The Supplier shall provide a Report outlining the results of any testing executed on the Cryocooler or its individual components to confirm specification conformity (see also REQ-402421/A). At least this information shall comprise a report of fulfilling the technical requirements defined herein before and completeness of the Cryocooler.

REQ-402421/A

The Supplier shall provide Pressure test protocol(s) for each part operating with pressure which is different to atmospheric pressure (e.g. hoses, tubes, valves, etc.). The test protocol(s) shall prove that all the used components of the Cryocooler are appropriate and safe for the intended use.

REQ-402422/A

The Supplier shall have an established non-conformance process compatible with ISO 9001. The basic application shall contain defining and identifying the non-conformance and its root cause and defining and managing the corrective actions.

*NOTE: This requirement doesn't require any kind of certification. The details of the process should be consulted with the CA if in doubt or necessary.*

### 5.2. Acceptance

Acceptance will be carried out by the CA on the delivered Cryocooler at the ELI Beamlines facility. The basis for acceptance will be also the documentation provided by the Supplier (REQ-402414/A, REQ-402418/A, REQ-402419/A, REQ-402420/A and REQ-402421/A).

In case of a successful acceptance phase, the CA will provide a signed acceptance protocol to the Supplier. In case of an unsuccessful acceptance stage, the CA will provide a Nonconformity Report to the Supplier and the process in accordance with REQ-402422/A shall be applied.

REQ-402423/A

The Acceptance phase shall demonstrate the following:

- The Cryocooler has been successfully verified by the Supplier and the results of this process have been documented in the appropriate way through REQ-402420/A and REQ-402421/A;
- All detected nonconformities have been solved in accordance with REQ-402422/A;
- The Cryocooler is free of fabrication errors and is ready for the intended operational use.

## Annex 3

### Cover Note

Procurement title:

**“Low vibration cryocooler system for ELIMAIA”**

<b>Organisation</b>	<b>The Extreme Light Infrastructure ERIC</b>
Registered Office:	Za Radnici 835, 252 41 Dolní Břežany, Czech Republic
Identification No.:	109 74 938
Tax Identification No.:	CZ10974938
Person authorised to act on behalf of the Organisation:	Roman Hvězda, ELI Beamlines Facility Director

**Supplier’s Business Name incl. Legal Form:**

[to be filled in by supplier]

**Registered Office:**

[to be filled in by supplier]

**Identification No.:**

[to be filled in by supplier]

**Tax Id. No.:**

[to be filled in by supplier]

**Small / Medium-sized enterprise**

**(in accordance with the**

**Recommendation 2003/361/EC):**

[YES/NO - to be filled in by supplier]

**Person authorized to represent the supplier:**

[to be filled in by supplier]

**Contact person:**

[to be filled in by supplier]

**Contact address:**

[to be filled in by supplier]

**Tel:**

[to be filled in by supplier]

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

[to be filled in by supplier]

**Bid price:**

**EUR**

[to be filled in by supplier]

The supplier hereby fully and without reservations accepts the business and technical conditions stated in the draft of the Purchase Contract and in the Technical Specification which were the integral parts of the Request for Quotation.

In [to be filled in by supplier] On [to be filled in by supplier]

.....  
[Signature - to be filled in by supplier]

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

**Annex 4**

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**Affidavit regarding international sanctions**

**Procurement title:**

**“Low vibration cryocooler system for ELIMAIA”**

**Supplier’s Business Name incl. Legal Form:** [to be filled in by supplier]

**Registered Office:** [to be filled in by supplier]

**Identification No.:** [to be filled in by supplier]

**Authorized Representative:** [to be filled in by supplier]

The supplier hereby solemnly declares that the award of Purchase Contract to him does not represent any violation of international sanctions according to Czech Act No. 69/2006 Coll., on Implementation of International Sanctions, as amended.

In [to be filled in by supplier] On [to be filled in by supplier]

.....  
[Signature - to be filled in by supplier]  
[Business Name - Authorized Representative to be filled in by supplier]