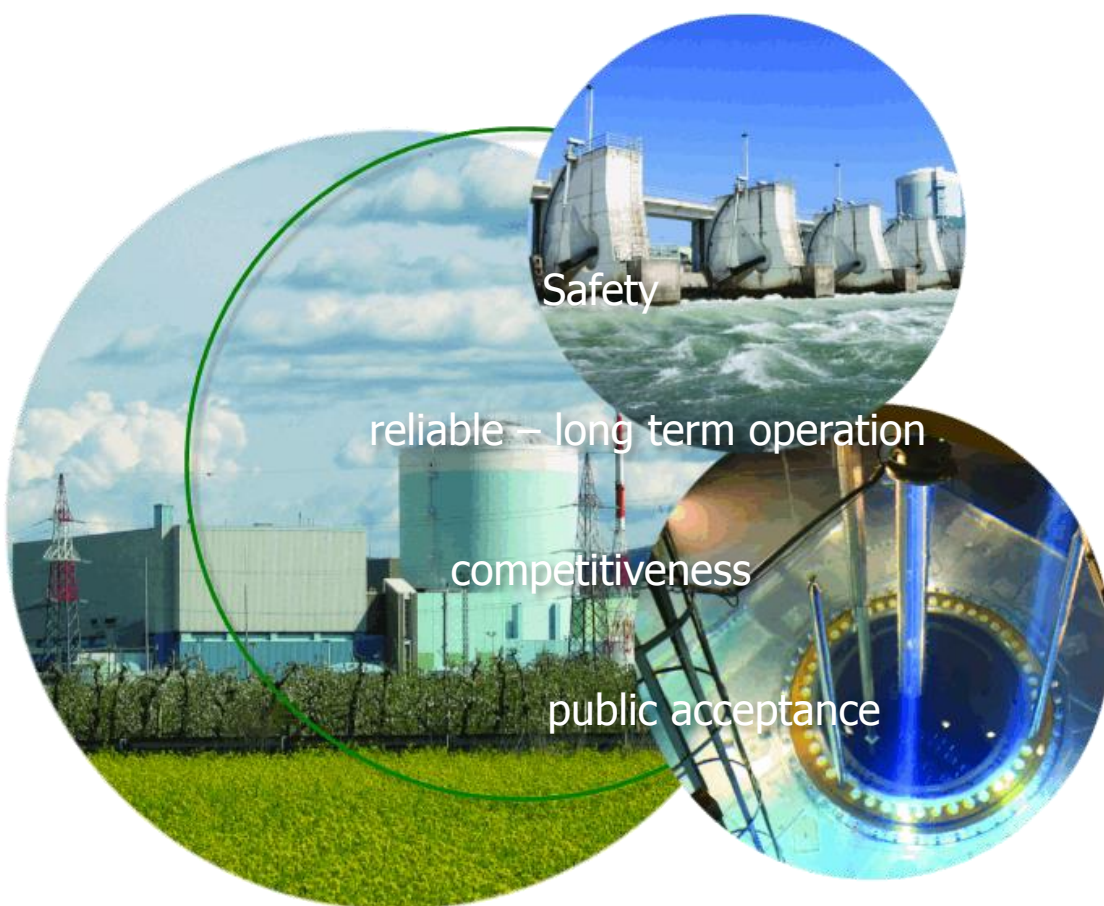


NUKLEARNA ELEKTRARNA KRŠKO D.O.O.





NEK

Nuklearna elektrarna Krško, d.o.o.
Vrbina 12, 8270 Krško
Slovenija



BIDDING DOCUMENTATION
No.:57/2016-8160709

Rev: 0

PUBLIC BIDDING NEGOTIATION PROCEDURE WITH PRIOR NOTIFICATION

FOR

**Design, Manufacturing and Delivery of Safety Related, Class 2
Heat Exchanger**

(Subject of the public procurement)

Krško, 24. 05. 2016

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INVITATION FOR BIDS

Nuklearna elektrarna Krško d.o.o., Vrbina 12, Krško (hereinafter referred to as »Purchaser«) hereby invites Bidders, to submit their Bids for:

DESIGN, MANUFACTURING AND DELIVERY OF SAFETY RELATED, CLASS 2 HEAT EXCHANGER

in accordance with Public Procurement Act (ZJN-3 Official Gazette of the Republic of Slovenia No. 91/15)

Member of the Management Board.


Hrvoje Perharić

President of the Management Board


Stane Rožman

Krško, 23.05.2016



Chapter 1

INSTRUCTIONS TO BIDDERS FOR PREPARATION OF BIDS

A. GENERAL

1 PURCHASER CONTACT PERSON

The Purchaser is Nuklearna elektrarna Krsko d.o.o., Vrbina 12, Krsko.

Contact person: Nataša Sagernik, International purchasing department

Tel.: + 386 7 48 02 446, Fax: + 386 7 49 21 528, e-mail: natasa.sagernik@nek.si

2 SCOPE OF SERVICES AND DELIVERY OR WORK

Fully in accordance with Design Specification 417A21 Rev.0, the Bidder shall perform the following project/delivery:

Design, Manufacturing and Delivery of Safety Related, Class 2 Heat Exchanger

The Purchaser reserves the right to choose the best variant and to invite Bidders to provide new Bid for that variant.

3 BIDDING DEADLINE

The Bidder must submit the Bid to Nuklearna elektrarna Krško d.o.o., Vrbina 12, Krsko:

by 29 June 2016 at 1 p.m. at the latest.

All untimely submitted Bids (regardless of the date of their submission to the post office or untimely delivery if sent via courier service) shall be excluded from the Bid Opening Procedure and returned to the Bidders unopened.

4 TENDERING PROCEDURE

The selected procedure for this tender is: **PUBLIC BIDDING NEGOTIATION PROCEDURE WITH PRIOR NOTIFICATION**

5 PERMISSIBLE BID

After the Bids opening, the Purchaser will check whether all of the Bids are permissible. The Purchaser will accept only permissible Bids; all the other Bids will be rejected.

Permissible Bid is the Bid which:

- fulfills all the conditions/requests specified in the Technical Specification and other Bidding Documents
- was submitted on time
- shows no evidence of unpermitted settlement with other potential Bidders or corruption
- that was not evaluated by the Purchaser as the Bid with unusually low Unit and Total Price
- its price does not exceed the Purchaser's funds available for the purchase

The Purchaser shall exclude the Bid from the Bidder who:

- exercised major or constant imperfectness, poor performance when performing previous contract(s) that lead to termination or to any other sanction by the Purchaser
- submitted red herring data or cannot submit the requested evidences/documents in the Bidding documentation.

6 NEGOTIATION PROCEDURES APPLICABLE/ NOT APPLICABLE

The Purchaser will only negotiate with the Bidders who have submitted the Permissible Bid(s).

The Purchaser reserves the right to choose the kind of negotiation among the written negotiation, teleconference or negotiation at Nuklearna elektrarna Krško.

The Purchaser will negotiate everything, including but not limited to the following:

- Technical details of the Bids including Technical Specification revision and General Terms and Conditions in the Draft Contract of the subject Project

Depending on the clarity of Bids, the Purchaser will decide how many rounds of negotiations are needed. The Purchaser will notify all the Bidders before the final round giving them the information that next round will be the final one.

All Final Bids shall be given in writing upon the Purchaser's invitation to submit the Final Bids. Purchaser will open all Final Bids at the Bids opening where Bidders are allowed to be present.

7 CRITERIA FOR THE BID EVALUATION

Only complete Final Bids will be evaluated by pre-established set of criteria and weight factors expressed in percentages.

Bid evaluation result is the percentage of theoretical maximum points, being 100. The Bid with the maximum percentage of points will be selected.

a) Price

60%

For each 1% difference to the lowest Fixed and Firm Total Bid/Contract Price offered, the score is reduced by 1%. A difference of 60% to the lowest Price offered results in the score of 0%.

b) Warranty period (minimum 2 years)

25 %

Warranty period years)	Score (%)
2	0
3	3
4	6
5	10
6	15
7	20
8 or more	25

c) Delivery time (after Contract award)

10%

Delivery time (months)	Score (%)
<18	10
Between 18 and 22	5
> 22	0

d) Liquidated Damages

5%

Each deviation from the proposed Liquidated Damages as stated in the Contract Art. 10 results in the score 0%. Minimum % of the Liquidated Damage stated in the Contract must be accepted. If not, this will lead to the rejection of the Final Bid.«

8 BID SEALING AND MARKING

The Bidder shall duly seal in the envelope with its stamp the original 1 copy of the Bid. The envelope must be addressed as follows:

NUKLEARNA ELEKTRARNA KRSKO d.o.o. Vrbina 12
8270 KRSKO, SLOVENIA
Attn: Zoran Heruc, Purchasing Director

and bear proper marking in capital letters:

»DO NOT OPEN! THE BID FOR PROJECT:

DESIGN, MANUFACTURING AND DELIVERY OF SAFETY RELATED, CLASS 2 HEAT EXCHANGER

If the Bidder submits the Bid in more than one envelope, the envelopes must be sequentially numbered and their number shall be quoted.

Bidder can mark everything in Bidding documentation as proprietary except price per item, number of items to be delivered and total price.

The Bidder **must enclose also the Bid on USB key or on CD**. Draft contract shall be in word file filled in in track change mode. Technical data and information about the project required with the Bid shall be in compliance with the Technical Specification - Bid documentation.

9 CLARIFICATIONS OF REQUESTS FROM BIDDING DOCUMENTATION AND CONTACTS

Should potential Bidders require clarifications of the Purchaser's Bidding Documentation, such requests shall be forwarded to the Purchaser through the Slovenian website for Public Tenders "Portal javnih naročil" not later than 10 day before the deadline for Bid submission by 2 p.m. at the latest.

The Purchaser shall answer the questions through the same portal site no later than 3 days before the deadline for Bid submission.

All answers will be part of the Bidding Documentation for the Preparation of Bids.

The Purchaser reserves the right to modify (change) Bidding Documentation no later than 6 days before the deadline for Bid submittal either by its own initiative or as a response to the request of potential Bidders. The modifications shall be published on Slovenian website: "Portal javnih naročil".

Purchaser can extend the Bid deadline to allow the Bidders to consider alterations of their Bid.

10 BID CHANGES AND WITHDRAWAL OF BIDS

The Bidder may withdraw the Bid, supplement or replace it no later than the deadline for Bid submittal.

After expiration of the bidding deadline, the Bidders cannot change the Bids submitted, replace or supplement them.

Possible corrections in the Bid shall be marked, stamped and signed by a duly authorized person.

The Bidders are expected to carefully review all the listed documents. Nonfulfillment of Purchaser's requests/conditions from the Bidding Documentation shall disqualify the Bid from further competition. All Bids must be compliant with the Bidding Documentation and must meet all the conditions for participation in this public tender/bidding.

Bidding Documentation is available to Bidders free of charge.

11 BIDS OPENING

Expert commission (hereinafter referred to as »Commission«) or responsible persons for the public tender, appointed by the Purchaser's Management Board, shall open the Bids in the premises of NPP KRSKO, Vrbina 12, Krsko,

29 June 2016 at 2 p.m.

(date) (hour)

regardless of the presence of Bidders' representatives. Before the beginning of the Bids Opening, the Bidders' representatives shall submit to the Commission a Letter of Authority for their participation at the Bids Opening which will also allow them to give objections to the Bids opening procedure. Other entities can be present at the opening but will not be allowed to object to the Minutes of the Bid(s) opening

Please consider the time required to enter the nuclear facility (at least 15 minutes).

The Commission will prepare the Minutes of the Bids Opening, containing the information required by Article 88 of the ZJN-3. The Minutes shall be signed by the president of the Commission, its members and the authorized Bidders' representatives participating at the Bids opening. A copy of the Minutes shall be sent to the Bidders no later than 5 days after the Bid opening.

12 LAWS AND REGULATIONS

Contract shall be awarded based on the clauses from the Public Procurement Act (ZJN-3 Official Gazette of the Republic of Slovenia, No. 91/15) as well as regulations resulting therefrom including also Ionising Radiation Protection and Nuclear Safety Act (Zakon o varstvu pred ionizirajočimi sevanji in jedrski varnosti (official consolidated version) /ZVISJV-UPB2/ Official Gazette of the Republic of Slovenia, No. 102/2004, 60/2011 and 74/15) Rules on Radiation and Nuclear Safety Factors (Pravilnik o dejavnikih sevalne in jedrske varnosti-Official Gazette of the Republic of Slovenia, No. 92/2009 and 9/10 corr.) if applicable.

Also the provisions of the following regulations and other documents will be used in awarding the contract:

- Legal Protection in Public Procurement Procedures Act (ZPVPJN, Official Gazette of the RS, no. 43/2011, 60/11- ZTP-D and 63/13);
- Public Finance Act (ZJF, Official Gazette of the RS, no. 11/11 – official consolidated text, 14/13 – corr. and 101/13);
- Value Added Tax Act (ZDDV-1, Official Gazette of the RS, no. 13/11 – official consolidated text, 18/11, 78/11, 38/12, 83/12 and 86/14));
- Civil Procedure Act (ZPP-UPB3, Official Gazette of the RS, no. 73/2007, 45/08) if applicable;
- Decree on Green Public Procurement (Official Gazette of the RS, no. 102/11, 18/12, 24/12, 64/12, 2/13 and 89/14);
- ZGO-1 (Slovenian Construction Act) if applicable
- the relevant legislation regulating this area.

The procedure shall be carried out in full compliance with the applicable legislation, mentioned above. With regard to the subject of the public procurement, the Bidder satisfies and complies with all provisions concerning the subject of the public procurement prescribed by the applicable legislation.

13 ANTICORRUPTION CLAUSE

Before the official notification on the selection of the winning Bidder, information related to the review, clarification, evaluation and comparison of the Bids as well as recommendations for Contract award shall not be disclosed to the Bidders or any other individual, unless specifically required by a relevant procedure.

The Purchaser and the Bidder shall not perform activities which might influence the selection of a particular Bid.

The Purchaser shall decline the Bid if the Bidder, who submitted the Bid, gives or is prepared to give the Purchaser's current or former employee a present in cash or any other valuable object, offer them a job or any other present or service the value of which can be expressed in currency and by means of which the Bidder would influence the decision or further course of Bids evaluation.

The reasons for declining the Bid shall be expressly stated in the letter sent to the Bidder and in the documentation related to Public Tendering.

If at any time during the Contract award or execution of the Contract it becomes known beyond reasonable doubt that bribery act from the previous paragraph has been committed or attempted, or that the Contract has been awarded due to the bribery act being promised or committed, directly or indirectly, or if Purchaser's employee or other individual with the potential influence on Contract award or execution requested any kind of service or present, the Contract shall be null and void regardless of the phase of its execution.

14 REVISION/ REVIEW REQUEST

Every Bidder participating in the bidding, who maintains that the bidding procedure has not been performed in accordance with Public Procurement Act (ZJN-3 Official Gazette No. 91/15), can request the review of the procedure.

The Review shall be performed in accordance with the Legal Protection in Public Procurement Procedures Act (ZPVPJN).

The applicant must submit with the request for review the certificate for the payment of tax from Article 71 of the ZPVPJN in the amount of EUR 3.500.

Tax is paid to the account of the Ministry of Finance no. 01100-1000358802 – implementation of the budget of the RS, reference 11 16110-7111290-XXXXXXX. The six X digits represent the number of publication on the public procurement portal and the last two year of publication.

B. BID

15 BID LANGUAGE

Bids and other relevant documentation related to the Bid should be written in the Slovenian or English language.

16 PRICE AND TERMS OF PAYMENT

The Bidder shall provide Purchaser with the Total Contract Price and Price Break down (if requested) for the Scope of Service and delivery as defined in Bid form of this Bidding documentation.

The Bidder shall have no right to the Price(s) increase whatsoever unless revision of Technical specification occurred and be agreed with all the bidders during negotiations that are affecting the price. In case of increase/decrease of VAT according to relevant Slovenian Law, net price shall remain the same. Bidders/Purchaser has the right to change the amount resulting from the change in VAT.

The currency of the Bid shall be EUR or USD. In the case the Bid Price is expressed in USD, Purchaser will proceed as follows:

- For the purpose of Bid ranking and evaluation (clause 84 of ZJN-3) USD will be converted to EUR and fixed using official average Bloomberg Exchange Rate, on the day of the Bid opening.
- For the purpose of defining a contractual price (fixed and firm), USD will be converted to EUR and fixed using official average Bloomberg rate, on the effective day of the Contract.

The payments shall be effected in EUR and in accordance with payment milestones stated in Request for quotation or in a final Contract.

17 PROPRIETARY INFORMATION

The Bidders must mark as "PROPRIETARY" all the documents in the Bid which they consider to be their proprietary data in the upper right corner of each page. If only specific data in the Bid are considered to be confidential, such data must be underlined and "PROPRIETARY" must be indicated at the end of that line. **The Purchaser hereby informs the Bidders that the data that are considered public in line with the provision of the second paragraph of Article 35 of the ZJN-3 cannot be marked as confidential. These include specifications of the offered goods, services and/or civil works, quantity of these goods, value of individual items and total value of the Bid and all the data used for the ranking of the Bid by the predefined criteria.** Documents that are validly marked as confidential or PROPRIETARY by the Bidder shall only be used for the purpose of the public tender/Bidding and shall not be made available to anybody outside the circle of persons included in the Bidding procedure. The Purchaser will be fully responsible for protecting confidentiality of data obtained in such a way. Such data will never be published.

The Purchaser will treat as confidential those data in the Bidding documentation marked as "PROPRIETARY" and will not be responsible for the confidentiality of the data

not marked as indicated, except for the data that are considered confidential data, proprietary or protected personal data under the applicable regulations. If the data that do not meet the legal criteria (e.g. ZDIJZ) are marked as confidential, the Purchaser will ask the Bidder to remove the mark CONFIDENTIAL or PROPRIETARY. This will be done by the Bidder's representative, namely by indicating "CANCELLATION", dating and signing the note. If the Bidder fails to cancel the confidentiality of data within the time limit set by the Purchaser, the latter may remove the marks "PROPRIETARY" by itself.

Design Specification will be submitted upon submittal of filled and signed Non-Disclosure Agreement (attachment 11) to e-mail: natasa.sagernik@nek.si and in accordance with Agreement between Westinghouse and NEK for the Proprietary document.

18 BID VALIDITY

Bid validity date must be clearly specified in the Bid.

Bid validity specified in the Bid shall be at least 90 days after the date of Bids opening.

19 CLARIFICATION OF BIDS

The Purchaser may, by its own choice, ask the Bidders for clarifications of their Bids including the analysis of unit prices. Such a request can be forwarded to the Bidders until the date of the Purchaser's selection of the best Bid.

Requests for clarifications as well as the answers to the requests must be in writing.

The Purchaser reserves the right to ask the Bidder to provide additional explanations of the Bid in addition to the reasons from Article 89 in the ZJN-3 in the case of any ambiguities in the Bid. The Purchaser shall inform the Bidder of any ambiguities that need to be clarified and set the date for providing clarifications and supplements. The deadline may not be shorter than three (3) days. If the Bidder fails to provide the requested clarifications and supplements to the Bid within the set deadline, such a Bid shall be excluded from the process of awarding public contract.

20 TERMINATION OF PROCEDURE AND WITHDRAWAL FROM THE CONTRACT AWARDING

The Purchaser reserves the right to terminate the procedure for awarding the contracts at any time prior to the date for delivering the Bids. The Purchaser shall not offer compensation for the costs incurred by the Bidders for compiling the Bidding documentation, of which the Bidders have been informed.

After adopting the decision on the award of contract, the Purchaser shall have the right not to sign the contract for the reasons defined in the sixth paragraph of Article 90 of the ZJN-3 or paragraph 8 of the ZJN-3.

C. CONTRACT AWARD

21 DECISION ON CONTRACT AWARD

The Purchaser shall award the Contract to the Bidder of the most competitive Bid.

The Purchaser shall make selection of the most competitive Bid, send the Decision on Contract Award to all Bidders and make a Notification on Contract Award through "Portal javnih naročil"

The Decision on Contract Award will evidence the reasons for the Purchaser's selection of the best Bid and the amount to be paid by the Purchaser to the Bidder for the execution of the Contract.

The Purchaser shall invite the best Bidder to sign the Contract.

Within the period of eight (8) working days after receipt of the Contract, the selected best Bidder shall sign the Contract and return it to the Purchaser. Otherwise the Purchaser shall deem the Bidder has withdrawn the Bid. From the moment of the best Bid selection till the beginning of the Contract validity, both the Purchaser and the Bidder must not undertake any activity which might jeopardize the beginning of the Contract validity or its execution.

The Purchaser retains the right to accept or decline any or all the Bids.

D. CONDITIONS FOR BID ACCEPTANCE

22 GENERAL

Conditions and signed evidences shall be submitted by the bidders proving that conditions were met.

1. Fulfillment of all requirements listed in the Bidder Declaration of Eligibility (Attachment 2)
2. At least five (5) confirmed references within the last ten (10) years regarding successfully and timely delivery of ASME Class heat Exchanger(N stamped) (Attachment 5 and 6)
3. Fulfillment of all requirements from Specification 417A21, Rev.0 (Attachment 7)

23 SUBCONTRACTORS

The Bidder may execute the public tender/Bidding alone or partly or completely using subcontractors fulfilling requirements declared herein, as well as declared in the Technical Specification.

In case the Bidder should engage subcontractors for part of the Scope of Services and Delivery, the Bidder shall consider Article 94 of ZJN-3.

For each subcontractor the Bidder and subcontractor shall fill in the Attachment no.4.

The Bidder must submit, for each subcontractor, the following relevant data:

- part of the public contract assumed by individual subcontractor in the scope of the public contract;
- part of the public contract assumed by the lead Bidder in the scope of the public contract;
- contact persons and legal representatives of the proposed subcontractors
- **subcontractor's statement of request to the Purchaser to directly settle the subcontractor's receivables due or not** from the lead contractor, instead of the latter
- the Bidder's authorization to the Purchaser to make payments to the subcontractors for the services provided directly, based on the approved invoice or specification.

Contractor/Bidder and Subcontractors shall authorize the Purchaser to make payment instead of the Contractor/Bidder directly to the Subcontractors if he requests the direct payment. The terms of payment to Bidder and his subcontractors shall be the same. Direct payments to subcontractors are obligatory according to ZJN-3 if they are requested by the Subcontractor.

The Bidder is fully responsible for the fulfillment of the complete Scope of Services and Delivery.

If a subcontractor is replaced after the public contract is awarded or if the Bidder concludes a contract with a new subcontractor after the public contract award, the Bidder that concluded the Contract with the Purchaser must submit to the latter, within 5 days of change:

- the statement that all non-disputed liabilities have been settled to the original subcontractor;
- contact persons and legal representatives of the new proposed subcontractors;
- **subcontractor's statement of request to the Purchaser to directly settle or not** the subcontractor's receivables due from the lead contractor, instead of the latter

The Purchaser reserves the right and has to eliminate the new Subcontractors if there are reasons (reasons are the same as for the Bidder) for elimination stated in this

Bidding documentation and shall inform the contractor about the elimination in 10 days following the submitted proposal of a new Subcontractor.

The Purchaser shall pay direct to the subcontractor on the base of the Contractors authorization for direct payment with subcontractors consent (Att.4) and Subcontractor's invoices enclosed to Contractor's invoices.

If the Subcontractor does not request direct payment, Contractor and Subcontractor must provide the Purchaser with a Statement, in which both Contractor and Subcontractor sign that the Subcontractor has received payment for his part of the provided services and/or goods. The statement must be provided to the Purchaser within 60 days after the Contractor has issued the final invoice to the Purchaser.

A subject that meets the criteria of a **related company** under the law regulating companies, based on the relationship with the selected Bidder, shall not be considered a subcontractor. In this case:

- a subject, legal or natural person, actually providing goods, services or civil works directly related to the subject of the public contract for a person, related to the selected Bidder, shall be deemed subcontractor for the purpose of direct payments if requested.
- the selected Bidder must also conclude a contract with such subcontractor from the previous line.

24 THE BID OF A GROUP OF LEGAL BUSINESS ENTITIES (JOINT VENTURE)

In the case that a group of business entities should Bid together as one entity (joint venture), each entity shall fulfill the conditions regarding basic capabilities demanded by Purchaser (declaration of eligibility, compliance with the Bidding documentation, compliance with the technical specification) . Economic, financial, technical and staff capabilities may be fulfilled by all Bidders together.

Bid shall contain data demanded by the Purchaser regarding the basic capabilities of each entity separately.

The rest of the attachments shall be fulfilled by all Bidders together.

The legal act on joint action must be submitted (signed and stamped contract between all partners) by all Bidders, clearly specifying the following:

- appointment of the lead Bidder (also core partner) in the implementation of public contract,
- authorization of the lead Bidder (also core partner) and the person in charge for signing the Bid and the contract,
- scope of work (detailed specification of type and scope of works) to be performed by individual Bidders and their responsibilities,
- statement that all Bidders participating in the joint Bid have been acquainted with the Instructions to Bidders and the Bidding conditions and criteria for awarding public contracts and that they fully agree with them,
- statement that all Bidders have been informed of the payment conditions from the Bidding documentation, and
- unlimited joint and several liability of all the Bidders in the joint Bid.

The contract shall define the core partner that shall be authorized for signing the complete Bid documentation, contract and for taking full responsibility and accepting instructions in the name and for the account of each and all business partners.

Data on the type of work to be provided by the partner, on the partner name, full address, registration number, tax number, and transaction account, subject, amount, value, place and time of implementation of these works are an important element of the contract on the implementation of public contract.

In the Contract the Core partner shall authorize the Purchaser to pay directly to partners all the invoices previously authorized for payment by the Core partner. Contractor/Bidder and Partners shall authorize the Purchaser to make payment instead of the Contractor/Bidder directly to the Partners. The terms of payment to Bidder and his partners shall be the same.

Lead Bidder shall invoice the whole amount and then in the text clearly state the amount of Partners in JV separately and enclose invoices of the Partners, addressed to the Lead Partner, to be paid directly by the Purchaser.

E. INTEGRAL PARTS OF THE BID

In order to be accepted as complete and valid, the Bids submitted by the Bidder must have the following attachments (signed, stamped and completed) and forms:

- | | |
|------------------|--|
| Attachment no.1 | BID FORM |
| Attachment no.2 | BIDDER DECLARATION OF ELIGIBILITY |
| Attachment no.3 | BIDDER'S STATEMENT OF ACCEPTANCE OF CONDITIONS FROM THE PURCHASER'S BIDDING DOCUMENTATION |
| Attachment no.4 | SUBCONTRACTOR'S DATA AND BIDDER'S CONSENT FOR DIRECT PAYMENT (in case there are any subcontractors and they request direct payment) |
| Attachment no.5 | PROJECTS PERFORMED BY THE BIDDER AS CONTRACTOR IN THE PAST YEARS- REFERENCES |
| Attachment no.6 | BIDDER'S CERTIFICATE OF PERFORMANCE |
| Attachment no.7 | STATEMENT THAT THE BIDDER SHALL MEET TECHNICAL AND OTHER REQUIREMENTS FROM TECHNICAL SPECIFICATION |
| Attachment no.8 | CONFIDENTIALITY STATEMENT |
| Attachment no.9 | STATEMENT OF QUALITY MANAGEMENT SYSTEM (for bidder; group of bidders) |
| Attachment no.10 | LETTER OF AUTHORITY FOR THE BIDDER'S PARTICIPANT AT THE BIDS OPENING |
| Attachment no.11 | NON DISCLOSURE AGREEMENT (filled in and signed) |
| Attachment no.12 | DRAFT CONTRACT (completed in empty fields, for procedures including negotiations it does not have to be signed and stamped) |



Chapter 2

DRAFT CONTRACT

Draft Contract is enclosed hereto, represents the integral part of the Bidding Documentation and must be filled in on empty spaces. Any inserts or deletions of the Contract's wording must be marked in Track change mode.



Chapter 3

TECHNICAL SPECIFICATION

Design Specification will be submitted upon submittal of filled and signed Non-Disclosure Agreement (attachment 11) to e-mail: natasa.sagernik@nek.si and in accordance with Agreement between Westinghouse and NEK for the Proprietary document. Design Specification represents the integral part of the Bidding Documentation.



Chapter 4

BID FORM

Bid form is enclosed hereto as attachment and represents the integral part of the Bidding Documentation.



Chapter 5

VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES

The Bidders must submit proofs for their qualification and capability to perform the Scope of Services and Delivery offered in the Bid. The proofs shall substantiate the capability and qualification of the Bidder and its offered subcontractors (if applicable) to successfully perform the Scope of Services and Delivery under the Contract.

Therefore, the Bidder shall submit the following verification documents for the Bidder and also for its subcontractor (s) (if any) as listed in the forms below:

BID FORM

For: DESIGN, MANUFACTURING AND DELIVERY OF SAFETY RELATED, CLASS 2 HEAT EXCHANGER

Bidder Name and Address:.....

Company Account No and swift code:.....

Tax No.:.....

Representative.....email:

Date

1. Hereby we're informing you that we have reviewed the Bidding Documentation (Technical Specification, Instructions to Bidders) and are ready to accept all the conditions from the above documents and execute the works under the Contract for

The amount of (EUR or USD)+ (VAT).....

in the amount in words: EUR/USD.....

The above price excludes Slovenian taxes, fees, duties and permits.

2. PRICE BREAKDOWN TABLE for the above amount :

<i>Item</i>	<i>Scope of Supply & Work</i>	<i>Price / EUR</i>
1	Design, Manufacturing and Delivery of Safety Related, Class 2 Heat Exchanger	
2	Recommended set of the spare parts	
3	Special tools needed for component maintenance and operation	
4	Transportation DAP NPP Krško Site	
	TOTAL:	

Total fixed and firm Price for the subject of the public procurement should be indicated in the Bid, provided that the above PRICE BREAKDOWN TABLE should be filled in too, in order to enable Purchaser to make quality Bid evaluation. The items of the calculation with price "0", N/A or "/" shall be considered as

already included in the total Bid Price. If the price is not filled in, the Bid will be disqualified.

3. In case of Purchaser's acceptance of our Bid, we are ready to start the works under the Contract and complete them all in accordance with the schedule proposed in the Bidding documentation.
4. We agree that the Bid is binding for us 90 days from the date of the Bids Opening and that it can be accepted by the Purchaser any time within the 90 days' period.

Place and date:

Stamp:

Signature of Authorized Bidder's
Representative

BIDDER DECLARATION OF ELIGIBILITY
--

We

.....

.....

HEREBY DECLARE

Under criminal and material responsibility,

1. We are registered by public agency or the relevant court for the field of activity that is subject of this public procurement.
2. We comply with ZVISJV for the scope of contractual work (if applicable and requested in Technical specification).
3. We are not the subject of initiated compulsory settlement, bankruptcy or liquidation proceedings or other procedure that may result in or which purpose is the winding up of operation; and whatever other procedure similar to procedures stated above in accordance with the regulations of the country of our origin.
4. That our law does not forbid us to sign the Contract.
5. We are not a Bidder with negative reference from paragraph 4 of the Article 75 point a of ZJN-3.
6. We are not in mutual dispute that could affect our capability to fulfill the Contract awarded under this public procurement procedure.
7. We have qualified and experienced staff and proper technical equipment for the Scope of Supply completion.
8. We will follow and fulfill all Quality Assurance requirements requested in the Design Specification 417A21, Rev.0. Our Quality management system is described in document
(document ID, title, revision number).

Place and date:

Stamp:

Signature of
Representative

Authorized

Bidder's

**BIDDER'S STATEMENT OF ACCEPTANCE OF CONDITIONS FROM THE PURCHASER'S
BIDDING DOCUMENTATION**

Company: _____

Bidder Address: _____

STATEMENT OF ACCEPTANCE

by means of which we hereby declare that we accept the conditions from the
Purchaser's Bidding Documentation for:

.....

Place and date:

Stamp:

Signature of
Authorized Bidder's Representative:

SUBCONTRACTOR'S DATA AND BIDDER'S CONSENT FOR DIRECT PAYMENT (in case there are any subcontractors and they request direct payment)

Bidder.....

We declare that we will engage below stated subcontractor for the part of the Scope of Services and Delivery under the Contract for

Name and head office:

TAX number:

Registration number:

IBAN:

Statutory representative:

Scope of services and delivery to be performed by subcontractor:

Value of the services and delivery to be performed by subcontractor:

.....without VAT..... with VAT

Place of performance of work:

Deadline for performance of work:

We declare to be engaged in above stated Scope of Services and Delivery performance as subcontractor to the Contractor.

Please indicate your option:

1. We request to be paid directly by Purchaser at our account number, for our part of performed scope of Services and Delivery based on the invoice approved by the Contractor.
2. We do not request to be paid directly by Purchaser and therefore we declare that we are informed that no later than 60 days after signing the hand over protocol we and the Contractor need to submit the Statement Att.11 of this Bidding documentation to NEK that we have been reimbursed for the performed services, delivery and/or civil works

With signature of this statement we declare the fulfillment of the following conditions:

- subcontractor fulfills all the conditions requested with this Bidding documentation for his part of the work, delivery or civil works.

We authorize the Purchaser to acquire the necessary data for this public procurement process, which will confirm the fulfillment of the above conditions.

Place and date:

Stamp:

Bidder's Signature:

Subcontractor's Signature:

PROJECTS PERFORMED BY THE BIDDER AS CONTRACTOR IN THE PAST YEARS- REFERENCES

At least five (5) confirmed references within the last ten (10) years regarding successfully and timely delivery of ASME Class Heat Exchanger(N stamped)

No	Service Name and Description	Contract Value	Year	Investor, Purchaser	We have performed the reference work as(A, B or C)
1					
2					
3					
4					

We have performed the reference work as:

- A. as the only contractor
- B. as a member of joint venture
- C. as a subcontractor executing ___% of total contractual work

In case the Bidder engages the subcontractor, the subcontractor shall have the confirmed reference for his part of the service, delivery or/and civil works.

Place and date:

Stamp:

Bidder's Signature:

DESIGN, MANUFACTURING AND DELIVERY OF SAFETY RELATED, CLASS 2 HEAT EXCHANGER

DECLARATION – CERTIFICATE OF REFERENCED PERFORMANCE

in the period from _____ till _____ the total Contract
(month) (year) (month) (year)
value being)

31

Referenced purchaser contact person who can be contacted by the Purchaser (NEK) to verify the Bidder's references/ referenced performance:

NAME AND SURNAME:

Position in the company:

e-mail:

Phone:

NOTE:

1. Purchaser will only take into consideration already successfully completed referenced performance.
2. References not evidenced in this form and having no confirmation by the purchaser(s) or having no other certificate containing the data from this form, will not be taken into consideration during the bid acceptance registration.
3. Bidder does not have to provide the Declaration- CERTIFICATE OF REFERENCED PERFORMANCE for his Services or Deliveries or Work previously carried out for Nuklearna elektrarna Krško and used as a reference for the Project.

Referenced purchaser's representative authorized to confirm performed services/supplies in the name of referenced purchaser:

Name and Surname: _____

Position: _____

Signature: _____

Place and Date: _____

Stamp:

**STATEMENT THAT THE BIDDER SHALL MEET TECHNICAL AND OTHER REQUIREMENTS
FROM TECHNICAL SPECIFICATION**

Bidder.....
.....
.....

Under criminal and material responsibility,

HEREBY DECLARES,

that we shall meet the technical and all other requirements as specified in Design
Specification 417A21, Rev.0.

Place and Date:

Stamp:

Bidder's Signature:

CONFIDENTIALITY STATEMENT

On the basis of Articles 39 and 40 of the Law on Commercial Companies (Official Gazette of the Republic of Slovenia Nos. 30/93, 29/94, 82/94 and 20/98) this document (saved on disks, CD ROM's, etc...) is the property of, and contains proprietary information of, Krško Nuclear Power Plant.

It is submitted in confidence and is to be used solely for the purpose for which it is furnished and returned upon request.

This document (and all its respective attachments) is delivered on condition that it is used exclusively to fulfill the responsibility to Nuclear Power Plant Krško and it shall not be reproduced, transmitted, disclosed or used otherwise in whole or in part without prior written consent of the Nuclear Power Plant Krško.

Place and Date:

Stamp:

Bidder's Signature:

Purchaser Signature:

STATEMENT OF QUALITY MANAGEMENT SYSTEM (for bidder; group of bidders)

Subject of the contract: DESIGN, MANUFACTURING AND DELIVERY OF SAFETY RELATED,
CLASS 2 HEAT EXCHANGER

Purchaser: Nuklearna elektrarna Krško

Bidder:

Bidder states that his company has established and implemented an efficient quality management system, which complies with international standards.

(Please mark)

- ☐ ISO 9001
- ☐ ISO 17025
- ☐ 10 CFR 50 App. B
- ☐ 10 CFR 21
- ☐ ASME III NCA-4000; NCA-3800
- ☐ ASME NQA-1
- ☐ ANSI N45.2
- ☐ _____

(If the bidder has not established and implemented a quality management system complying with the required standards, the bidder must attach a comparative analysis and an explanation.)

The Bidder will satisfy quality requirements of QS-610, rev.1.

Note: Bid must include copies of quality certificates and a valid revision of quality management system manual.

Signature: _____
(Person authorized, in bidder's name)

Place and date: _____

Bidder's stamp:

LETTER OF AUTHORITY FOR THE BIDDER'S PARTICIPANT AT THE BIDS OPENING

No:

Place and date:

BIDDER: _____

(Name and head office of the company)

Represented by

AUTHORIZED REPRESENTATIVE: _____

(Name and head office of representative)

With this letter of authority, we authorize our representative to:

1. Represent the Bidder at the Bids' Opening and to give remark to the work of technical commission, to procedure of public procurement or the content of the meeting minutes
2. To sign the meeting minutes of Bids' Opening

This authorization refers to Bids' Opening for:

DESIGN, MANUFACTURING AND DELIVERY OF SAFETY RELATED, CLASS 2 HEAT EXCHANGER

(subject of the public tender)

Place and Date:

Stamp:

Bidder's Signature:

NON-DISCLOSURE AGREEMENT

concluded on this date May, 2016 by and between

Nuklearna elektrarna Krško d.o.o., Vrbina 12, 8270 Krško (»NEK«, "Party"), represented and duly authorized by Stanislav Rožman, president of the management board and Hrvoje Perharić, member of the management board

and

_____ ("Recipient", "Party")
 (Company's name and address)
 represented and duly authorized by _____
 (name of legal representative)

Whereas Recipient is ready to participate in the Public procurement procedure for **DESIGN, MANUFACTURING AND DELIVERY OF SAFETY RELATED, CLASS 2 HEAT EXCHANGER, Design Specification No. 417A21** and in order to comply with NEK technical and quality requirements when preparing and submitting the bid the Recipient will require certain information which is proprietary to Westinghouse Electric Company LLC and/or its affiliates or subsidiaries (Westinghouse) and which will be marked either by Westinghouse or NEK as Proprietary Information (PI) and

Whereas NEK is willing to disclose PI to the Recipient for the above purposes, and therefore the parties agree as follows:

Article 1

Recipient shall not disclose PI to any other legal or natural person, except for Recipient's employees who are working on the preparation of the bid. RECIPIENT shall not make any copy or in any way reproduce or excerpt the PI, except for transmittals and disclosures among the parties of this agreement.

Article 2

NEK and/or Westinghouse and/or their licensors retain all right, title, and interest in and to the PI disclosed hereunder. Nothing in this agreement or in any disclosures made hereunder shall be construed as granting to the Recipient any patent, copyright or design license or rights of use under similar intellectual property rights which may now or hereafter exist in the PI. Recipient agrees that it will use the PI only to respond to the NEK bid.

The Recipient acknowledges the value of the PI and agrees that irreparable harm may result to NEK and/or Westinghouse and/or their licensors in the event of an use other than the one specified above for which money damages alone may be an inadequate remedy. In such event NEK and/or Westinghouse shall have the right to seek a restraining order or other appropriate injunctive or equitable relief against the Recipient for continued use which is not in accordance with this agreement. NEK and/or Westinghouse shall be entitled to all other remedies available in either law or equity to enforce the

Recipients compliance with this agreement. For the indemnification NEK and/or shall have the remedies available under the applicable law.

Article 3

Upon conclusion of Public procurement procedure the Recipient shall promptly return to NEK or certify in writing to NEK that Recipient has destroyed all PI, including all reproductions.

Article 4

In addition to the disclosure restrictions set forth in Article 1, the Receiving Party agrees not to disclose, directly or indirectly, transfer, export, or re-export any PI, or any direct products or technology resulting therefrom to any country, natural person or entity, except in accordance with applicable export control laws, specifically the U.S., the E.U. (including the European Community, EC 428/2009) and other applicable government export control laws and regulations ("Applicable Export Laws"). The Receiving Party shall fully comply with all such Applicable Export Laws with regards to the PI it receives hereunder and shall cooperate in good faith with the reasonable requests of NEK and/or Westinghouse made for purposes of its compliance with such laws and regulations. Notwithstanding any other provisions in this agreement, the obligations set forth in this Article 4 shall be binding on the Parties so long as the relevant Applicable Export Laws are in effect.

Article 5

Westinghouse is an intended beneficiary of this Agreement, and shall be considered as a third party beneficiary, including to the extent that any PI is originally supplied by Westinghouse. This Agreement shall be enforceable by Westinghouse and each of its respective successors and assigns. NEK shall use its best efforts to effect Receiving Party's compliance with the terms of this Agreement including, but not limited to, notification to Westinghouse in writing of any failure of Receiving Party to comply with any term of this Agreement promptly after discovery of said failure.

Article 6

This agreement shall be governed in accordance with the laws of Slovenia, without application of choice of law rules, and the parties hereby agree to submit to the jurisdiction of courts of Slovenia, as appropriate, in litigating any dispute hereunder and the parties hereto hereby submit voluntarily, knowingly and irrevocably to the subject matter and personal jurisdiction of such court for such purpose, and waive any claim of forum non convenience.

Article 7

This agreement is effective from the date of signature of both Parties.

NEK's
Authorised Representative

RECIPIENT's
Authorised Representative

Stanislav Rožman
President of the Management Board
Date _____

(name and surname)

(position in company)

Hrvoje Perharić
Member of the Management Board
Date _____

Date _____

Solely in its capacity as a third party beneficiary:

WESTINGHOUSE

Title
Name