TENDER DOSSIER FOR DRAWING UP TENDER FOR

REHEAT OUTLET HEADERS WITH CONNECTING TUBES FOR THE BOILER OF UNIT 5

No. POV-BT-0313/2017

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1. INTRODUCTION

Employer: TERMOELEKTRARNA ŠOŠTANJ D.O.O. (further on referred to as TEŠ)
Cesta Lole Ribarja 18
3325 ŠOŠTANJ
Phone: ++386 3 8993 100
Fax: ++386 3 8993 485
ID No. for VAT: SI92189903
Company identification number: 5040388000
Bank account, NLB d.d., Ljubljana: SI56 02426-0017217937 LJBASI2X
Bank account, Unicredit banka d.d., Ljubljana: SI56 29000-0003080383 BACXSI22
Bank account, Banka Koper d.d.: SI56 10100-0038312861 BAKOSI2X
Person responsible for signing the Contract: mag. Arman Koritnik

In order to assure smooth, reliable and safe operation of the power generation plant (TEŠ), the Employer needs reheat outlet headers with connecting tubes for the boiler of Unit 5. Therefore, the Employer adopted a decision on supply of reheat outlet headers with connecting tubes for the boiler of Unit 5, constituting the subject of this call for tender.

2. INVITATION TO TENDER

1. General
With this call for tender, which will be published at the Public Procurement Portal in accordance with the **Public Procurement** (ZJN-3), the Employer will award the "Reheat outlet headers with connecting tubes for the boiler of Unit 5" to the most favourable Tenderer, on the basis of criteria and in accordance with the procedure, as outlined in this Tender Dossier.

The Employer will select the most favourable Tenderer in accordance with **the negotiated procedure with prior publication (Article 45 of ZJN-3).**

All interested Tenderers may submit their Tenders no later than by **4 July 2017 until 10:00 hours at the registry office in TEŠ**. The Tender shall be drawn up in accordance with instructions defined in this Tender Dossier.

The Employer's commission will open the Tenders received in due time on the same day at **11:00 hours** at the Employer's registered office. The opening will be **public**. The present representatives of Tenderers must have a written power of attorney for participation in the opening of the Tenders.

2. Suspension of the procedure and withdrawal from the execution of the public procurement contract
Pursuant to Article 90, Paragraph 1 of ZJN-3, the Employer may, at any time before the expiry of the deadline for the submission of the Tender, suspend the procedure for the relevant award of public procurement contract, but is obligated to publish such decision on the Public Procurement Portal.

The Employer may, in all phases of the procedure after the expiry of the deadline for opening the Tenders, reject all Tenders. If the Employer has rejected all Tenders, it must immediately send a written notification to the Tenderers who had submitted a Tender, indicating the rejection of Tenders, the grounds for not selecting any of the Tenders and whether the Employer will initiate new proceedings. In the decision to reject all Tenders, the Employer must notify the Tenderers of the possibility of using legal protection and include information from Article 90, Paragraph 11 of ZJN-3. The Employer must publish the said decision on the Public Procurement Portal. In the event of rejecting all tenders, the Employer may initiate a new public procurement procedure for the same subject only if the circumstances causing the Employer's rejection of all Tenders have changed significantly.
After adopting the decision on awarding the procurement contract until signing the respective Contract on the execution of public procurement contract, the Employer may withdraw from the execution of the public procurement on the grounds specified in Article 90, Paragraph 8 of ZJN-3.

3. SCOPE OF DOCUMENTS RELATED TO THE AWARD OF THE PUBLIC CONTRACT AND ITS EXECUTION

1. The scope of documents related to the award of the public contract
The subject of the present call for tender is the **Reheat outlet headers with connecting tubes for the boiler of Unit 5.**

Detailed description and quantity as well as other terms and requirements of the Employer are defined in details in Article **6. Technical requirements for Reheat outlet headers with connecting tubes for the boiler of Unit 5**.

The Tenderer shall submit its respective Tender either for complete public procurement contract or for individual package of the public procurement contract.

Alternative Tenders are not allowed and the Employer shall not take into account any such submitted Tender.

Adding subsequent remarks to the estimated costs in the Tender shall not be allowed.

The Tender must be drawn up in accordance with the instructions concerning the content and form of Tender as specified in this call for tender.

If the Tender is not marked and sealed as required, the Employer shall not assume any responsibility for misplacement or premature opening of the Tender. Tenders must be drawn up entirely in accordance with the Tender Dossier, and must meet all conditions for participation in this call for tenders.

Any untimely submitted Tenders will be excluded from the tender opening procedure by the Employer and returned unopened to the respective Tenderers.

Other Tenders will be opened by the commission and a report on the opening of Tenders will be drawn up. In the further procedure, the Commission will carefully examine the received Tenders whether they contain the required documents and whether the Tenderers meet the conditions defined in this Tender Dossier.

Fulfilment of conditions must be evident from the submitted documents prescribed in these documents. The tenders fulfilling the conditions defined in these documents will be considered admissible. To the tenderers who submitted the tenders, the Employer may send by e-mail any potential questions or request from the tenderers additional clarifications or means of proof regarding the submitted tenders, which the Employer may require for assistance in the review and assessment of tenders. The Employer will examine the tenders, carry out negotiations, and select the most economically advantageous tender on the basis of the criterion specified in these documents.

2. Negotiations protocol
After examining the tenders, the Employer will invite the tenderers to negotiations.
In the invitation to negotiate, the Employer will notify the tenderers of the date, time and place of negotiations and of the subject-matter of negotiations which will be determined by the Employer only after receiving the tenders. Negotiations will be conducted mainly with the aim of reducing the tender price, technical coordination and potential harmonisation regarding contractual provisions.
The negotiations may be attended by each tenderer's lawful representative or authorised person carrying an explicit written power of attorney to negotiate in the name or on behalf of the tenderer and to sign a new tender.

Should any tenderer increase their tender price, their tender will be excluded from the procurement procedure by the Employer.

After all tenders have been submitted, the Employer will decide how many rounds of negotiations would be reasonable to carry out, in view of all the circumstances. Before the final or the only round of negotiations on the tender price, the Employer will notify the tenderers that it is the final/only round of negotiations. In

each round of negotiations, the Employer will invite all tenderers to offer in closed envelopes a certain discount percentage on the given tender price and to calculate the new total tender price, and will, in the presence of all invited tenderers, open the received envelopes, except in the event there is only one tender received. After the completed negotiation and on the basis of the final tender prices, the Employer will prepare the final ranking of the tenderers.

The Employer will inform the tenderers on all decisions in relation to the public contract by publishing the decision regarding the public contract on the public procurement portal. The decision shall be deemed to be served on the date of its publication on the public procurement portal.

3. Signing of the agreement
After adopting the decision, the Employer will sign the agreement with the successful tenderer after the final completion of the procedure. The Employer shall hereby inform the tenderers that the agreement will be concluded in the content originating from the draft agreement and in accordance with these documents, including any potential modifications subject to negotiations.

If the successful tenderer refuses to sign the agreement, the Employer may activate the full tender guarantee and request the reimbursement of any eventual additional damage.
If the successful tenderer refuses to sign the agreement, the Employer shall reserve the right to select the tender that was evaluated as the second best, and so on in the same manner should the second tenderer also decide to withdraw from the agreement.

In such event, the Employer will select the tender submitted by the next tenderer only if it is admissible and not exceeding the funds available to the Employer for the execution of the public contract.

The tenderers shall participate in the procedure at their own expense.

4. INSTRUCTIONS TO TENDERERS FOR DRAWING UP A TENDER

1. Language
   This Tender Dossier is drawn up in English language. The Tender must be drawn up in Slovenian or English language.
   All correspondence between the Tenderer and the Employer will be in Slovenian and/or English language.
   In case of doubt and dispute, the Slovenian language shall apply.

2. The Tender must contain all the required documents, arranged in a folder and marked in the order, as outlined in Article **5. Grounds for exclusion and selection criteria**.

3. Tender Form/Tender Pro-Forma Invoice
   The Tenderer shall submit Schedule No. A2 (Tender Form/Tender Pro-Forma Invoice) for selected items, indicating the prices for individual items in EUR/unit, and shall on the basis of the quantity of individual position/item calculate the tender price/value (VAT excluded).
   The Employer will not subsequently accept any costs that have not been included in the tender value.

4. Variants
   Variants shall not be admissible and will not be taken into account.

5. Abnormally low price
   Where, for a given contract and in relation to the contract requirements, a tender appears to be abnormally low compared to market prices or there is doubt as to whether the performance of the contract is possible, including doubt about the possibility of performance of a certain item in the tender pro-forma invoice, the contracting entity will, in accordance with Article 86, Paragraph 1 of ZJN-3, identify whether the tender or a part thereof is indeed abnormally low and will require from the tenderer to explain the price or costs proposed therein.

The contracting entity shall reserve the right to verify whether a tender is abnormally low if the value of the tender is more than 50% lower than the average value of all timely tenders received and more than 20% lower than the next-ranked tender.

6. Payment terms
   All payments will be made by the contracting entity's within 30 days from the date of delivery and the relevant documents enclosed. The Tenderer can choose the suitable option, which is mentioned in the draft contract (option 1 – without advance payment; option 2 – with advance payment).

7. Use, amendments and additional explanations of the Tender Dossier for drawing up a tender
   Interested Tenderers may obtain the Tender Dossier for drawing up a Tender in the electronic form from the Public Procurement Portal http://www.enarocanje.si/ or from the Employer website http://www.te-sostanj.si.

8. Access to the information in connection with the documentation for drawing up a tender
   Independently from the data contained in this Call for Tender, the Tenderer must, before the submission of Tender, obtain all the data related to the subject of this Call for Tender and may affect the performed services, tender price or obligations that are the subject of this Call for Tender. The Tenderer shall not be entitled to any price increase which it justifies on the ground of not being fully informed of the conditions related to the performed services that are the subject of this Call for Tender.

   Due to the complexity, the Employer will organise an inspection of the facility and the plants where headers stays. Estimated date of the inspection shall be in the period from 5 June 2017 until 9 June 2017. It shall be necessary to register for the inspection at the email address: marko.zaloznik@te-sostanj.si no later than 7 days prior to the inspection. The inspection by the tenderers shall be mandatory. The inspection shall not be intended to clarify and open questions but to inform the tenderers about the vast size of the area where the successful tenderer will engage in providing products. For the purpose of clarifying the questions, the procedure shall be described in the following paragraph. If the tenderer fails to attend the inspection but nevertheless submits a tender, such tender will be excluded by the Employer.

   Explanations regarding the contents of Tender Dossier will be provided to the Tenderers by the Employer only on the basis of written questions submitted by the Tenderers via the Public Procurement Portal in the designated place for the relevant public Call for Tender no later than 6 days before the deadline for submission of Tenders, provided that the questions are submitted in due time. The explanations and answers to written questions shall be submitted and published on the Public Procurement Portal. Eventual answers to the questions asked shall be mandatory for the Tenderers and shall become an integral part of this Tender Dossier. The Employer shall reserve the right to partly amend or supplement the Tender Dossier. Any amendments or supplements made to the Tender Dossier will be published on the Public Procurement Portal.

9. Form and medium of the tender
   The Tenderer must submit one (1) original and one (1) copy of the Tender in writing and mark them with "Original Tender" and "Copy of Tender". The Tender must also be submitted in electronic form (on a CD, USB,… – the entire Tender must be scanned in one (1) pdf file).

   Tenderers must submit sealed envelopes with the following label:

Name and address of the Tenderer:…… **Employer: TERMOELEKTRARNA ŠOŠTANJ d.o.o.** **Cesta Lole Ribarja 18** **3325 Šoštanj** **Slovenia**
REHEAT OUTLET HEADERS WITH CONNECTING TUBES FOR THE BOILER OF UNIT 5 **DO NOT OPEN - TENDER!**

The tender or each of its copies must be bound with string. The original copy of the bill of exchange statement and the bills of exchange shall be bound together with the tender in a separate folder that will enable their exclusion.

10. Method and deadline for delivery of tenders

Tenders must be delivered to the address of the Employer's registry office, which is located in the ground floor of the Employer's administration building, no later than **4 July 2017 until 10:00 hours**.

The public opening of Tenders, to which all Tenderers are invited, shall be held **on the same day at 11:00 hours at the premises of Employer.**

The representatives of Tenderers who wish to participate in the opening procedure on behalf of the Tenderers must present a power of attorney for participation in the opening procedure.

The Employer will send the Tender opening report to the Tenderers.

11. Admissible tender

The contracting entity will only consider admissible tenders. A tender will be considered admissible if submitted by a tenderer in respect of which there are no grounds for exclusion and which meets the selection criteria, which meets the needs and requirements of the contracting entity set out in the technical specifications and the procurement documents, which was received in due time, regarding which there is no evidence of collusion or corruption, which has not been found by the contracting entity to be abnormally low, and whose price does not exceed the contracting entity's budget.

12. Joint tender

Pursuant to Article 10 Paragraph 3 of ZJN-3, groups of economic operators, including temporary associations, may participate in the procurement procedure. Groups of tenderers shall not be obligated to assume any legal form.

If a group of economic operators submits a joint tender, such group must, in the event they are selected in the open tender procedure, also submit a legal act on the joint accomplishment of the contract. The legal act on the joint accomplishment of the contract must precisely define the tasks and responsibilities of individual contractors for the accomplishment of the contract, clearly demonstrating the following:

- appointment of the managing entity in the accomplishment of the contract (leading partner),
- power of attorney for the managing entity to sign the tender and the contract,
- a statement that all tenderers in the joint tender are familiar with the instructions to tenderers on the preparation of the tender, tender conditions, and the criteria for the award of a public contract, and are in full agreement with them,
- that they are familiar with the payment terms specified in the documents related to the contract award and that all payments by the Employer shall be made via the operator,
- an indication that they assume unlimited joint and several liability to the Employer,
- scope of business (precise indication of the type and scope of services/supply of goods performed by each individual tenderer and their responsibilities),

- manner of nomination of subcontractors (each joint applicant individually or all subcontractors nominated via the operator), and
- appointment of persons responsible for the accomplishment of the present contract.

13. Foreign tenderers

A foreign tenderer (i.e. a tenderer with the head office situated in a foreign country) shall demonstrate the fulfilment of mandatory conditions in accordance with the current legislation and regulations or usual practice of the foreign country. If the issue of documents on fulfilment of any of the mandatory conditions is not in compliance with the current legislation and regulations of the foreign country, a tenderer's affidavit (written statement given by the foreign tenderer under criminal and material responsibility) shall be recognised as evidence of fulfilment of this condition; or, in the countries where a provision on affidavit does not exist, the tenderer's statement given before a competent authority of the foreign country. The statement must be given before a judicial or administrative authority, a notary or competent authority of professional or economic operators in the country where the candidate/tenderer has their head office.

If fulfilment of one of the mandatory conditions in compliance with the current legislation or usual practice of the foreign country also means fulfilment of one or several other mandatory conditions, but that is not explicitly provided in the document, the foreign tenderer must demonstrate such fulfilment by providing an excerpt from the relevant law or regulation, written statement from a competent authority of the foreign country, their own affidavit or an affidavit verified by a competent authority of the foreign country.

If the tenderer has the head office situated in a foreign country, they must indicate in the tender their authorised person or their authorised agent for service of documents in accordance with the provisions of the General Administrative Procedure Act (ZUP). Should the tenderer fail to do so, an authorised agent for service of documents will be appointed to them ex officio in accordance with the General Administrative Procedure Act.

14. Legal protection

In accordance with the Legal Protection in Public Procurement Procedures Act (ZPVPJN; Official Gazette of the Republic of Slovenia, no. 43/2011 and 63/2013), a request for legal protection in public procurement procedures may be filed in all phases of the public procurement procedure against the Employer's actions constituting a violation of regulations which has or might have a significant impact on the procurement contract award, unless stipulated otherwise by the act regulating the public procurement or by ZPVPJN. If the Employer's actions posed or might pose a threat to public interest, a request for audit may also be filed by the ministry competent for finance, the Court of Auditors of the Republic of Slovenia, the authority responsible for the protection of competition and the authority responsible for the prevention of corruption.

Before submitting the Tenders, the deadline for filing an audit request shall be 8 business days from the notice on public procurement contract or notice on additional information, information on unfinished procedure or correction, if with such notice, the requirements and criteria for the selection of the most favourable Tenderer specified in the Tender Dossier or previously published notice on public procurement contract are changed or supplemented. Request for audit in case of procedure with minor value may be filed also after the expiry of deadline for submitting the Tenders, within 5 business days. After the deadline for the submission of Tenders, an applicant cannot present any violations that have been known or should have been known to the applicant before the expiry of this deadline, unless permitted by this law and in case the applicant demonstrates that the alleged violations could not be objectively determined before this deadline.

A request for legal protection relating to the contents of the notice, invitation to tender or the Tender Dossier shall be inadmissible if the applicant or any other potential tenderer had the option of making the Employer aware of the alleged violation through the Public Procurement Portal, but failed to use it. It shall be deemed that the applicant or any other potential Tenderer had the option of bringing attention to the alleged violation through the Public Procurement Portal if a notice on public procurement contract had been published on the Public Procurement Portal in the procurement

procedure, based on which the Tenderers submit their Tenders. If a person filing a request for audit failed to previously make the Employer aware of the alleged violation, or any other potential Tenderer failed to do so, and the person was or could be notified thereof through the Public Procurement Portal, it shall be deemed that such person failed to demonstrate an interest in being awarded the respective public procurement contract.

A request for audit must include explanation. The applicant must file the request for audit with the Employer, and send a copy of the request for audit to the Ministry of the Finance. The request for audit must be sent by registered mail with advice of delivery or by email certified by a qualified certificate.
In the request for audit, the applicant must specify the following information: name and address of the person filing the request for audit and the contact person, the Employer's name, the code of public procurement contract or decision on the public procurement contract award or recognition of capacity, the subject of public procurement contract, alleged violations, facts and evidence to demonstrate the violations, power of attorney if the applicant acts through a representative, an indication as to whether the relevant public procurement procedure is co-financed from EU funds and from which fund, and a certificate of payment of the fee to the Ministry's bank account.

The applicant must supplement the request for audit with a certificate of payment of the fee under Article 71 of ZPVPJN in the amount of EUR 1,500.00 The fee shall be paid to the bank account of the Ministry of the Finance, No. 01100-1000358802 – Implementation of the Budget of the Republic of Slovenia, ref. No. 11 16110-7111290-XXXXXXXX (the last eight digits representing the number of publication at the Public Procurement Portal).

15. Anti-corruption clause
The Employer shall reserve the right to invalidate all procedures, reject all tenders and terminate all contracts if it is proven that anyone has, on behalf or for the account of other party, promised, offered or provided any undue benefit to the Employer's representative, agent or signatory in order to obtain a transaction, conclude a transaction under more favourable terms, omit the due supervision over the performance of contractual obligations or in order to perform any other act or omission, by which damage is caused to the Employer or the acquisition of an undue benefit is enabled to the representative, agent or contract signatory of the Employer or other party, or such an acquisition is enabled to the other party, then the tender or agreement in question shall be null and void.

The agreement will terminate if the Employer becomes aware that the competent government authority or a court, by way of a final decision, has established that the contractor is in breach of labour, environmental or social law provisions.

16. Confidentiality
The Tenderer shall mark in their offer the documents considered as business secret by writing the word CONFIDENTIAL or BUSINESS SECRET in the upper right corner.

Notwithstanding the foregoing, the following data is public in any case: specifications of tendered goods, services or construction and quantities from these specifications, price per unit, value of individual items and total value from the tender, and all the data that have influenced the classification of the tender within other criteria.

17. Criterion for awarding a public contract
After opening the tenders, the contracting entity will review them and establish their compliance with the requirements from these documents. The contracting entity may request that the tenderer provides additional clarifications or means of proof regarding the tender, which they require for assistance in the review and assessment of tenders.
The contracting entity shall award the public contract on the basis of the economically most advantageous tender, i.e. on the basis of the criterion of the lowest total tender price.

The tenderer with an admissible tender offering the lowest total tender price (excl. VAT) will be selected as the most successful tenderer.

18. Financial securities
In order to secure fulfilment of its obligations, the Tenderer must assure financial collateral in form of tender guarantee. The guarantee must be drawn up as unconditional, irrevocable guarantee payable upon the first request and must in essence be the same as the sample provided and annexed to this Tender Dossier. The term used in the present Tender Dossier as "financial collateral" shall include bill of exchange statements and power of attorney for enforcing the bill of exchange. The term used in the present Tender Dossier as "bill of exchange" shall include respective insurance with the competent insurance company. The currency used shall be the same as the currency of the public procurement contract.

a) Tender guarantee

The tenderer must submit five (5) blank bills of exchange (stamped and signed by the lawful representative) as a tender guarantee, with the bill of exchange statement and bill of exchange payment authorisation, all with the text provided in the sample in Schedule No. A8.

The Employer shall activate the bills of exchange up to the maximum total amount EUR 21.000,00 excl. VAT if the tenderer:

- withdraws or modifies their tender contrary to this documentation after the expiry of the deadline for the submission of tenders;
- provides in the tender any inaccurate or untrustworthy information,
- whose tender has been selected fails to conclude the contract within the specified time period after receiving the Employer's request to conclude a contract.

At the written request from the non-successful tenderer, the Employer shall return any bills of exchange that have not been activated after the conclusion of the procurement procedure, and to the successful tenderer, they shall be returned after signing the agreement with them.

b) Advance payment guarantee

Under the conditions from this call for tender, the Employer will also demand from the tenderer a guarantee (original) which must be issued by a bank of insurance company, and must in contents be the same as the sample provided in Schedule A9a to these documents (it must be unconditional, irrevocable and payable upon the first request, court jurisdiction, Slovenian law) as follows:

- an advance payment guarantee in the amount of 25% of the contract value excluding VAT and valid at least 60 days from the delivery date.

The advance payment guarantee must be submitted upon issuing the advance payment invoice.

19. Delivery time
Delivery time of whole the reheat outlet headers with connecting tubes is not later than 31 March 2018.

20. Terms of delivery
DDP Sostanj (Incoterms 2010).

21. European Single Procurement Document - ESPD
At the time of submission of the tender, the contracting entity shall, in replacement of certificates issued by public authorities or third parties, accept as preliminary evidence the European Single Procurement Document - ESPD, which contains a self-declaration confirming that the relevant tenderer is not in one of the situations in which they shall or may be excluded from participation in the procurement procedure, and that they meet the relevant selection criteria; at the same time, the document shall provide the relevant information requested by the contracting entity. The ESPD shall further identify the public authority or third party responsible for establishing the supporting

documents and contain a formal statement to the effect that the economic operator will be able, upon request and without delay, to provide such supporting documents.

The tenderer shall import the contracting entity's ESPD, fill it out at the website http://www.enarocanje.si/_ESPD/ and submit it in printed form with the tender.

If the tenderer has previously used an ESPD in another procurement procedure, they may in this procedure reuse the ESPD which has already been used in a previous procurement procedure, provided that they confirm that the information contained therein continues to be correct, and if the ESPD used in the other procurement procedures is relevant as to the conditions set by the contracting entity for this procurement. The contracting entity will not assume any responsibility for the use of the ESPD that had already been used by the tenderer in a previous procurement procedure.

The contracting entity may ask tenderers at any time during the procedure to submit all or part of the supporting documents in relation to the indications provided in the ESPD and not officially available in public records.

22. Tender validity
The Tender shall be valid for 180 days from the date of expiry of the deadline for submitting the Tenders.

5. GROUNDS FOR EXCLUSION AND SELECTION CRITERIA

In order to participate in the procurement contract award procedure, the Tenderers must meet the conditions indicated in this Tender Dossier and submit the required documents (e.g. certificates, completed forms, declarations), by which they demonstrate the meeting of these conditions.

The tender must contain all required documents (as required in Chapter 5) and must be labelled and submitted in accordance with the instructions in Chapter 4 of these documents.
The tenderer's tender must contain all means of proof listed below, by which the tenderer shall demonstrate the fulfilment of conditions for this public contract and the absence of grounds for exclusion.
This shall not apply in cases where the contracting entity can determine the fulfilment of certain conditions on the basis of the information available on the World Wide Web or in cases of permissible modifications and amendments to the tender.

The tenderer must meet all selection criteria, and there must exist no grounds for exclusion of the tenderer.
The tenderer must fulfil the conditions relating to the following:
- basic ability (absence of grounds for exclusion),
- suitability to pursue the professional activity,
- economic and financial standing,
- and technical and professional ability.

The tenderer may demonstrate the conditions related to the economic and financial standing, and technical and professional ability together with the subcontractor or other tenderers in the joint tender, unless otherwise provided for each individual condition.

Grounds for exclusion

- The tenderer or a person who is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein must not be the subject of conviction by a final judgement containing elements of the criminal offences listed in Article 75 Paragraph 1 of ZJN-3.
- If the tenderer fails to fulfil their statutory duties and other monetary non-tax obligations under the law governing the financial administration, collected by the tax authority in accordance with the regulations of the country of head office or regulations of the Employer's country if on the day of

submission of the tender, the amount of these unpaid outstanding obligations equals or exceeds EUR 50.

- On the date of expiry of the time limit for the submission of tenders, the tenderer must not be excluded from contract award procedures due to its inclusion in the register of economic operators with negative references.
- If, in the three years preceding the expiry of the time limit for the submission of tenders, the economic operator was fined twice, by way of a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country, for a minor offence relating to remuneration for work (Article 75 Paragraph 4 Item b of ZJN-3).
- The tenderer must comply with applicable obligations in the fields of environmental, social and labour law established by EU law, regulations in force in the Republic of Slovenia, collective agreements, or by international environmental, social and labour law provisions.
- If the economic operator is the subject of insolvency or compulsory winding-up or liquidation proceedings, if their funds or operations are managed by the liquidator or the court, if their business activities have been suspended, if proceedings against them have been initiated in accordance with the regulations of another country, or if a situation with the same legal consequences has arisen.
- The tenderer is guilty of grave professional misconduct which renders its integrity questionable.
- The tenderer has shown significant or persistent deficiencies in the performance of a substantive obligation under a prior public contract with the contracting entity which led to early termination of that contract by the contracting entity, the claiming of damages from the contracting entity or other comparable sanctions.

Proof *(for the tenderer, co-tenderer)*:

- ESPD.

Selection criteria

Suitability to pursue the professional activity and other conditions set by the contracting entity

- The Tenderer must be registered for the performance of activity which is the subject of the Call for Tender;
- The Tenderer accepts all the tendering terms and conditions and the rules of the Call for Tender;
- The Tender Form/Tender Pro Forma and other documents that make up the Tender are signed by a legal representative or its authorised person.
- The Tenderer must submit sufficient number of bills of exchange (duly stamped and signed by the authorised representative) with enclosed bill of exchange statement and power of attorney for enforcement of the bill of exchange.
- The Tenderer must initialled Draft Contract on supply of reheat outlet headers with connecting tubes for the boiler of Unit 5, and declaration on agreement with Draft Contract.

Evidence:

- Tender letter. Schedule No. A1.
- Tender Form/Tender Pro Forma. Schedule No. A2.
- Information on the tenderer/co-tenderer Schedule No. A3.
- Authority from the legal representative to the authorised person in case the documents are not signed by the legal representative.
- Appointment of person responsible for drawing up a Tender. Schedule No. A4.
- Declaration that all the statements, which are indicated in the Tender, are true and accurate and correspond to the actual state of affairs as well as that all copies of the documents, which are enclosed to the Tender, are identical to the originals. Schedule No. A5.
- Statement on compliance with all the requirements of Slovenian legislation and acceptance of jurisdiction of Slovenian court in case of eventual disputes. Schedule No. A6.
- Statement of joint tender. Schedule No. A7.
- Five 5 (five) blank bills of exchange (duly stamped and signed by authorised representative) as tender guarantee, with bill of exchange statement with power of attorney for enforcing the respective bill of exchange, to a max. total amount of 21.000,00 EUR, in essence the same as the sample provided and enclosed as Schedule No. A8.

- A statement by a first-class bank or insurance company (Schedule No. A9) to issue, if the tenderer is selected as the most favourable tenderer, the following:
    - an advance payment guarantee in the amount of 25% of the contract value excluding VAT, valid at least 60 days from the delivery date, in the form and content according to Schedule No. A9a.
- Initialled Draft Contract for supply of reheat outlet headers with connecting tubes for the boiler of Unit 5, and declaration on agreement with Draft Contract. Schedule No. A10.
- ESPD.

Conditions as to economic and financial standing

- In the last three years, the tenderer must have the total revenue of at least EUR 1.400,000.00; in the case of a joint tender, this condition shall only apply for the operator, other tenderers must have the revenue of 700,000.00 in the last three years and demonstrate orderly financial operations.
- If the tenderer (and/or a tenderer in a joint tender) has been present at the market as an economic operator for a shorter time, the fulfilment of this condition for the time from the establishment until the end of the first business year shall be determined proportionally with regard to the time of operation in the first business year.
- The tenderer (and a tenderer in a joint tender) must demonstrate that in the last 6 months prior to the submission of tenders, their accounts were not frozen for not more than ten (10) days in total.

Proof *(for the tenderer and/or co-tenderer)*:
- ESPD.
- Declarations from all commercial banks holding the tenderer's business accounts stating that during the last 6 months, the tenderer's accounts were not blocked for more than ten (10) days in total, considering all business accounts collectively. The certificates may not be older than 60 days from the day for submitting the tenders.

Technical conditions
The Tenderer must be capable and qualified to offer the services from the Call for Tender (the details of the required technical conditions are indicated in Article 6 of this Call for Tender) according to applicable standards, technical regulations and laws and in the context of the offered delivery date.

Proof:
- ESPD.
- Statement by the tenderer or the manufacturer regarding warranty (minimum 24 months). Schedule No. A11.
- Own statement by the tenderer that supplied parts and materials appropriate to the type of after reheat outlet with connecting tubes, as required.

6. TECHNICAL REQUIREMENTS FOR REHEAT OUTLET HEADERS WITH CONNECTING TUBES FOR THE BOILER OF UNIT 5

➢ General

On existing Unit 5 installed in power plant Šoštanj since 1978 we intend to replace existing reheat outlet headers together with connecting tubes.

➢ The content of the contract

Reheat outlet headers
- Quantity: **4** reheat outlet headers
- Material: 10 CrMo910 acc. to EN 10216-2 test cat. 2, cert acc EN 10204 3.2

- Dimension: the record of existing situation must be performed (also possible with 3D scan)
- control nozzles: **2** pieces per header, material 10CrMo910
- Stubs: Dimension of stub is Ø63,5 x 8,0 x min. 100mm, material: 10 CrMo910. End must be prepared for welding.
- Each header must be closed by cape from one side. Other side must be prepared for welding (over length +200mm).
- Additional requirement acc to EN 10216
    - Option 3 Product analysis : One test per melt
    - Option 6 Hot tensile test: Test is to be carried out on transverse specimens. Round specimens take precedence over flat specimens. Test temperature is design temperature, one test per melting and dimension
    - Option 4: 3 ISO-V specimens at room temperature, one test per sample pipe
    - Option 16 UT for longitudinal imperfections: Acc. to EN 10246-7, acceptance level U2, subclass C respectively using table B1, Annex B for the concerning dimensions is to perform. Pipe ends cannot be automatically tested are to be inspected acc. to EN 10246-7 Annex C, acceptance level U2 subclass C.
    - Option 8: UT for transverse imperfections: Acc. to EN 10246-6 acceptance level U2, subclass C
    - Option 9 UT for detection of laminar imperfections: acc. to EN 10246-14 acceptance level U2
    - Option 15: UT for wall thickness measurement:
        - Acc. to EN 10246-13, measuring grid at 4 points around circumference (offset by 90°) at least every 500 mm along the length the tube.

Connecting tubes to header

- Quantity: **368** pieces
- Material: 10 CrMo910 acc. to EN 10216-2 test cat. 2, cert acc EN 10204 3.2
- Dimension: Ø63,5 x 6,3mm
- Recommended length: 400 - 500 mm from the outside boiler wall
- Bend radius: 130mm

Ends of each tube must be prepared for welding.

Transitional tubes

That is the tubes between connecting tubes and boiler heater tubes.

- Quantity: **368** pieces
- Material: 10CrMoVNb 91 (P91) acc. to EN 10216-2 test cat. 2, cert acc. EN 10204 3.2
- Information : heating surfaces material is X20 CrMoV 121
- Dimension: Ø63,5 x 6,3mm
- Recommended length: 1000 mm
- Ends of each tube must be prepared for welding.

Header hangers *(U hangers)*

- Quantity: **8** pieces, 2 pieces/header
- Material: 21CrMoV 57 with certificate acc. to EN 10204 3.2
- Each U hanger must be equipped by nuts and flat washers. Material for nuts and flat washers must be 21CrMoV 57. Nuts must be opening protected (double nuts).

Sealing boxes

That is the boxes welded on the boiler wall.

- Quantity: **46** pieces
- Material: 16 Mo3
- Only front plates equipped by sealing sleeves.

- **Operating conditions**

Operating temperature: 545°C
Operating pressure: 45bar
Design pressure: 65bar

- **Drawings**

Attached drawings:
Zwischenüberhitzer 2 0-103.021.904-1
Strangshema 0-103.022.801-3
And 18 Photos

Based on the record of existing situation (possible with 3D scan) detail drawings for headers, connecting tubes and U hangers shall be prepared. The Tenderer must carry out dimensional measurements of existing equipment and draw up their drawings.

- **Anticorrosion protection**

- All headers and connecting tubes must be shoot blasted and anticorrosion protected for transport.
- All ends must be prepared for welding and anticorrosion protected.
- All holes must be closed by plastic caps.

- **Documentation preparation**

Producer should include detailed QA/QC in the offer documentation and send the final version 30 days after contact effective date for approval.
The buyer request full access to manufacturing and test facilities of supplier/manufacture with presence hold point:
- after drilling and preparation of the inside edges of tube holes.
- final inspection and presence on pressure test for each header (EN 12952-6)

- **Required standards**

The supply of the product in accordance with:
- PED (EU-2014-68)
- EN 12952 series of standards with additional fulfillment the requirements of VGB 501-R, 501-H and VGB R 109
  Evidence (certificates) for the supplied materials must be issued in accordance with EN 12952 requirements and additional with VdTÜV Werkstofblatt requirements.
- Production acc. to EN 12952-5, modul G, certification by Notified body
- Approvals and certification record of ISO 9001, EN 3834-2
- Basic material certificates (inspection certificates EN 10204 – 3.2)
- Welders and operator qualification acc. to EN 9606 in EN 14732
- Approved welding procedure specifications (WPS) EN 15609
- Welding and quality supervision acc to EN 3834-2
- Certification of NDT personal acc. to EN ISO 9712
- Welding procedure qualification records (WPQR) acc.to EN 15614-1
- Instructions for post weld heat treatment and proof of calibration acc. EN 12952
- Marking transfer acc. to EN 12952-6 issued by Notify body
- Final dimension check and check of completeness and straightness records.

Min. scope of final documentation:
a description of the header with connecting tubes;
b) the location of the identification markings of the header and connecting tubes
c) the general arrangement drawings;
d) the pressure parts general drawings;

e) a resume of the different pressure parts thicknesses and corrosion/erosion allowances;
f) the list of parent materials, together with a copy of material certificates;
g) the list of filler materials, together with a copy of material certificates;
h) the list of welding procedure specifications used which make reference to corresponding approved welding procedures, together with a copy of certificates;
i) the list of welders involved in the manufacture with the reference number(s) of their qualification followed by a copy of certificates
Heat treatment procedure and heat treatment reports with diagrams
j) the extent and location of non-destructive testing, together with a list of non-destructive testing procedures used and a list of operators with the reference number(s) of their qualifications;
k) details of any approved design modifications/manufacturing concessions (deviations) which have been carried out during the manufacturing stage;
l) the hydrostatic test certificate(s)
Modul G certificate
Declaration of conformity in Slovenian language.

7. ATTACHMENTS

Schedule No. A1:	Tender letter
Schedule No. A2:	Tender form/tender pro forma
Schedule No. A3:	Details about the tenderer/co-tenderer
Schedule No. A4:	Appointment of person responsible for drawing up a tender
Schedule No. A5:	Declaration, that all statements in the Tender are true
Schedule No. A6:	Declaration on compliance with requirements of Slovenian legislation
Schedule No. A7:	Declaration of joint tender
Schedule No. A8:	Form of Bill of Exchange Statement
Schedule No. A9:	Declaration of a bank or insurance company on issuing an advance payment guarantee
Schedule No. A9a	Form of advance payment guarantee
Schedule No. A10:	Draft Contract for supply of reheat outlet headers with connecting tubes for the boiler of Unit 5
Schedule No. A11:	Warranty statement

SCHEDULE No. A1

1. TENDER LETTER

Termoelektrarna Šoštanj d.o.o.
Cesta Lole Ribarja 18
3325 ŠOŠTANJ

Subject: **Invitation to tender for Reheat outlet headers with connecting tubes for the boiler of Unit 5**

1. We hereby confirm that we fully agree with the terms and conditions, specified in the Tender Dossier for drawing up a Tender for Reheat outlet headers with connecting tubes for the boiler of Unit 5.

2. We, The Tenderer _____, herein offer Reheat outlet headers with connecting tubes for the boiler of Unit 5 in compliance with the Tender Dossier for drawing up a Tender from the previous Section.

3. Total tender price for Reheat outlet headers with connecting tubes for the boiler of Unit 5, VAT excluded:

EUR _____

(in words: EUR _____)

i.e. with VAT included:

EUR _____

(in words: EUR _____).

4. In case of conclusion of the Contract we hereby commit to supply the reheat outlet headers with connecting tubes within the agreed deadlines, defined in the conditions of the Employer.

5. Our Tender is valid 180 days from the date of expiry of the deadline for submission of the Tenders and remains binding and available to the Employer at any time before the expiry of this deadline.

6. The Tender is submitted as a whole, together with the tender documents, other submitted information and the declarations required in the Tender Dossier for drawing up a Tender, and shall, together with your decision on the selection of the most economically favourable Tenderer and the potential subsequent documentation on the coordination of the Tender, represent the basis for the Contract.

7. We carefully reviewed the Tender Dossier, made available by the Employer, acquainted ourselves with all the limits and conditions for the supply the reheat outlet headers with connecting tubes and taken them into account when drawing up the Tender.

Tenderer: (full name and address)

Signature and stamp:

Date:

SCHEDULE No. A2

TENDER FORM/TENDER PRO FORMA

Employer: Termoelektrarna Šoštanj d.o.o., Cesta Lole Ribarja 18, 3325 Šoštanj

Dossier No.: POV-BT-0313/2017

Tenderer: …….

Tender No.: ……..

Subject of the Tender: Reheat outlet headers with connecting tubes for the boiler of Unit 5

Pos.	Title	Quantity	Price in EUR / piece	Value in EUR (without VAT)
1.	Reheat outlet headers	4		
2.	Connecting tubes to header	368		
3.	Transitional tubes	368		
4.	Header hangers (U hangers)	8		
5.	Sealing boxes	46		
The total value of Reheat outlet headers with connecting tubes for the boiler of Unit 5 without VAT				

Place and date: ……..

…….
(tenderer's stamp and signature)

SCHEDULE No. A3

TENDERER/CO-TENDERER INFORMATION

Employer: Termoelektrarna Šoštanj d.o.o., Cesta Lole Ribarja 18, 3325 Šoštanj
Subject of the Tender: Reheat outlet headers with connecting tubes for the boiler of Unit 5

TENDERER

Full name of company:	
Short name of company:	
Registered office of the company:	
Legal representative:	
Authorised person:	
Number of employees:	
Identification/tax number:	
Registration number:	
Number of bank account:	
Telephone:	
Telefax:	
Contact person responsible for drawing up and harmonisation of the Tender:	
Email:	
Person authorised for negotiations and signing of the Contract:	

CO-TENDERER

Full name of co-tenderer:	
Short name of co-tenderer:	
Registered office of the company:	
Legal representative:	
Authorised person:	

TENDER

Tender no.	
Period of tender validity:	

Place and date: .....

.....
(stamp and signature of the Tenderer)

SCHEDULE No. A4

Tender number: .....

APPOINTMENT OF PERSON RESPONSIBLE FOR DRAWING UP A TENDER

We, the Tenderer .....

hereby appoint:

Name and surname	
Education	
Position in company	
Address	
Telephone	
Fax	
E-mail	

who is the person responsible for drawing up the Tender according to the Tender Dossier for drawing up a Tender POV-BT-0313/2017 at the Termoelektrarna Šoštanj thermal power plant, to represent us in all affairs related to the Tender, until signing of the Contract.

Place and date: .....

.....
(tenderer's stamp and signature)

SCHEDULE No. A5

Tender number: .....

DECLARATION

We, the Tenderer .....

hereby declare under criminal liability and material responsibility:

- that all the statements, which we have indicated in the Tender, are true and credible and correspond to the actual state of affairs,
- that all copies of documents and a copy of the Tender in electronic form, which are enclosed to the Tender, are identical to the originals.

If, during the tender process, there is any event, which has impact on the submitted actual state of affairs, we shall immediately notify this to the Employer.

Place and date: .....

.....
(tenderer's stamp and signature)

SCHEDULE No. A6

Tender number: .....

DECLARATION

We, the Tenderer .....

hereby declare that, during the duration of entire procedure for Reheat outlet headers with connecting tubes for the boiler of Unit 5, we comply with all the requirements of Slovenian legislation and accept the jurisdiction of Slovenian court in case of eventual disputes.

Place and date: .....

.....
(tenderer's stamp and signature)

SCHEDULE No. A7

Tender number: .....

COMPANY
COMPANY
COMPANY

DECLARATION ON JOINT TENDER

In relation to the Tender for the Reheat outlet headers with connecting tubes for the boiler of Unit 5, we hereby declare:

- that we act together in the Tender or implementation of this public procurement,
- that, with this declaration, we authorise …… (name, company) for acting as the lead company or for representation vis-à-vis the Employer, and
- that we are jointly and severally liable to the Employer for the performance of the contract in question.

Lead company …… lawful representative

Member …… lawful representative

Member …… lawful representative

Member …… lawful representative

In case of joint tender, it is necessary to enclose a legal act on joint execution of the contract.

Place and date: ....
(stamp and signature of the Tenderer)

SCHEDULE No.: A8

FORM OF BILL OF EXCHANGE STATEMENT

Instruction: The Tenderer must fill in Schedule No. A8 or enclose to the Tender a bill of exchange statement, in essence identical to this form, and bills of exchange. The bill of exchange statement must be completely filled in, marked with date and signed by the authorised representative of the Tenderer.

……. Place and date, _____
…….

(Tenderer/Issuer of Bill of Exchange)
VAT ID: …….

BILL OF EXCHANGE STATEMENT

Following the requirement for tender guarantee in the procedure of Call for Tenders for "Reheat outlet headers with connecting tubes for the boiler of Unit 5" with the negotiating procedures following publication of notice, published at the Public Procurement Portal, publication No. _____, dated _____, we hereby issue to the Employer Termoelektrarna Šoštanj d.o.o. (further on referred to as »TEŠ d.o.o..«), five (5) blank bills of exchange with the »no protest« clause as collateral for tender guarantee.

The Bills of Exchange shall be signed by authorised representative:
Last name and first name _____ acting (job title)_____ signature_____
Last name and first name _____ acting (job title)_____ signature_____

The issuer of bills of exchange herewith explicitly confirms and agrees, that the signatory to the bill of exchange is authorised for signing the bill of exchange and of this power of attorney, furthermore, this power of attorney and signed bills of exchange shall be valid also in case of change in statutory representatives of the issuer.

By signing the present statement the bills of exchange issuer herewith irrevocably and unconditionally authorises TEŠ d.o.o., to fill in the bills of exchange up to the maximum total value 21.000,00 (VAT excl.), and to fill in also all the other parts of the blank bills of exchange which are left blank without prior notice, that is to write down an arbitrary maturity date and to fill in also the "no protest" clauses.

The issuer of bills of exchange waives any objections it might have to the presented bills of exchange filled in as described in the previous paragraph and undertakes to pay the entire sum stated on the bill of exchange on the maturity date. The issuer of the bills of exchange also waives any objections against payment orders or implementation notes issued on the basis of the completed bills of exchange.

The issuer herby authorises TEŠ d.o.o., to domicile the bills of exchange at .....*(bank)*..... which manages our account No. ....., or at any other bank, which during the enforcement of the bills of exchange manages our account.

I, the undersigned authorised representative of the issuer …… hereby declare that I have power of disposal of the resources on the accounts opened at the business banks and at the same time irrevocably and unconditionally authorise the remittee, TEŠ d.o.o. to issue at .....*(bank)*..... which manages our account No. ..... , or any other bank managing our account, an order for transfer of the bill of exchange amount to the account of the remittee, TEŠ d.o.o., executed to the debit of the drawee. .....

I, the undersigned authorised representative of the issuer …… hereby declare that I give my consent to .....*(bank)*..... which manages our account No. ..... or to any other bank managing our account, to make the transaction to the benefit of the remittee TEŠ, d.o.o., in doing so debit to any of our accounts, regardless of the otherwise agreed terms and conditions in relation to the account management.

In the event of any change of domicile, in case of amended regulations, or upon determining that on the basis of the present Bill of Exchange statement the Bill of Exchange could not be enforced, or its enforcement could be difficult, the issuer herby undertakes to replace such Bill of Exchange statement with a new adequate one within three (3) working days.

Enclosure: blank bills of exchange (5 ×)

Signature of legal representative
.....

SCHEDULE No. A9

DECLARATION OF A BANK OR INSURANCE COMPANY ON ISSUING AN ADVANCE PAYMENT SECURITY

We, the bank or insurance company ……, hereby declare that, if the Tenderer …… is selected for ……, we shall issue the following guarantee, i.e.:

- advance payment security in the amount of 25% of contract value, VAT excluded,

the text shall be, mutatis mutandis, identical to the text of the enclosed form No. A9a.

This declaration shall be valid until _____ (at least 180 days from the date of expiry of the deadline for submitting the Tenders).

Place and date: Stamp: Signature:

SCHEDULE No. A9a

FORM OF THE ADVANCE PAYMENT SECURITY
(FORM OF ADVANCE PAYMENT SECURITY)

ADVANCE PAYMENT SECURITY

Name of bank (Guarantor):
……..

Beneficiary:

Termoelektrarna Šoštanj, d.o.o.
Cesta Lole Ribarja 18
SI-3325 Šoštanj

Security No. ……..

In accordance with the Contract No. ..... dated ..... made by and between the Beneficiary, Termoelektrarna Šoštanj d.o.o., Šoštanj, Slovenia and ..... (name of Contractor) for ..... (subject of contract) in the amount of EUR ..... (total Contract Price), the Beneficiary shall pay an advance payment of..... % of the Contract Price, i.e. EUR ....., against presentation of a bank guarantee by which the bank undertakes to effect repayment of the advance payment in total or partially, if the Contractor fails to comply properly and in time with his contractual obligations in total or partially as defined in the Contract.

We undertake herewith irrevocably and unconditionally to pay you, at your first signed written demand and irrespective of any objections by the Contractor, the amount of maximum EUR ....., if the Contract is not fulfilled within the time or in the scope or quality as defined in the said Contract. If partial or successive fulfilment of the contractual obligations is allowed, the amount of the advance payment to be returned by the Contractor shall be decreased proportionally.

This guarantee shall remain in force latest until ..... (the "Expiry Date"). After the Expiry Date, the guarantee shall cease to be valid and shall automatically become null and void irrespective of whether returned to us or not.

Any disputes arising between the Beneficiary and the Bank shall be settled by the competent court in Celje.

Bank:

……

……

SCHEDULE No. A10

DRAFT CONTRACT FOR SUPPLY OF REHEAT OUTLET HEADERS WITH CONNECTING TUBES FOR THE BOILER OF UNIT 5

DECLARATION OF AGREEMENT WITH DRAFT CONTRACT

We hereby declare that we agree with the text of the Draft Contract, which is enclosed to this Tender Dossier for drawing up a Tender.

Place and date: .....

.....
(tenderer's stamp and signature)

SCHEDULE No. A11

Tender number: .....

WARRANTY STATEMENT

We, the Tenderer or manufacturer (if the tenderer is not the manufacturer) …….

Declare, that the warranty period for seamless supply of reheat outlet headers with connecting tubes for the boiler of Unit 5 is _____ months (minimum 24 months) from date of delivery of these products.

Place and date: .....

.....
(tenderer's stamp and signature)