

NUKLEARNA ELEKTRARNA KRŠKO D.O.O.





NEK

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



BIDDING DOCUMENTATION

No.: 47/17-8170679

Negotiation Procedure with Prior Notification
in accordance with Article 45 of Public Procurement Act

for

NPP Krško Steam Generators Eddy Current Inspection in Outage 2018

Krško, 08. 06. 2017

TABLE OF CONTENTS

Chapter 1	INSTRUCTIONS TO BIDDERS FOR PREPARATION OF BIDS.....	5
A.	GENERAL	6
1	PURCHASER CONTACT PERSON	6
2	SCOPE OF SERVICES AND DELIVERY OR WORK	6
3	BIDDING DEADLINE	6
4	TENDERING PROCEDURE	6
5	PERMISSIBLE BID	6
6	NEGOTIATION PROCEDURES	7
7	CRITERIA FOR THE BID EVALUATION	7
8	BID SEALING AND MARKING	7
9	CLARIFICATIONS OF REQUESTS FROM BIDDING DOCUMENTATION AND CONTACTS	8
10	BID CHANGES AND WITHDRAWAL OF BIDS	8
11	BIDS OPENING	8
12	LAWS AND REGULATIONS	9
13	ANTICORRUPTION CLAUSE	10
14	REVISION/ REVIEW REQUEST	10
B.	BID	11
15	BID LANGUAGE	11
16	PRICE AND TERMS OF PAYMENT	11
17	PROPRIETARY INFORMATION	11
18	BID VALIDITY	12
19	CLARIFICATION OF BIDS	12
20	TERMINATION OF PROCEDURE AND WITHDRAWAL FROM THE CONTRACT AWARDING	12
C.	CONTRACT AWARD	13
21	DECISION ON CONTRACT AWARD	13
D.	CONDITIONS FOR BID ACCEPTANCE	14
22	GENERAL	14
23	SUBCONTRACTORS (IF ANY)	17
24	THE BID OF A GROUP OF LEGAL BUSINESS ENTITIES (JOINT VENTURE)	18
E.	INTEGRAL PARTS OF THE BID	20
Chapter 2	DRAFT CONTRACT	21
Chapter 3	TECHNICAL SPECIFICATION	22
Chapter 4	BID FORM	23
Chapter 5	VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES	24



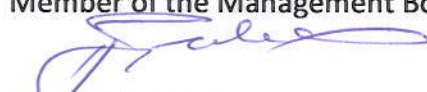
INVITATION FOR BIDS

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

“NPP Krško Steam Generators Eddy Current Inspection in Outage 2018”.

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, 07.06.2017



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: Janja Švajger, International purchasing department
Tel.: + 386 7 48 02 327, Fax: + 386 7 49 21 528, e-mail: janja.svajger@nek.si

2 SCOPE OF SERVICES AND DELIVERY OR WORK

Bidder shall perform the following service:

“NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018”.

3 BIDDING DEADLINE

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

by July 6, 2017 at noon 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

A selected procedure for this tender is: Negotiation procedure with prior notification.

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.

5 PERMISSIBLE BID

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
- was not evaluated by the Purchaser as the Bid with unusually low Unit and Total Price
- pricewise 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

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 Purchaser's premises.

The Purchaser may 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 Scope of Work.

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

The Bid evaluation criterion is **price (excl. VAT)**, which represents 100% of total criteria.

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: NPP KRSKO STEAM GENERATORS EDDY CURRENT INSPECTION IN OUTAGE 2018".

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.

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 ten (10) days 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 six (6) 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 six (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 KRŠKO, Vrbina 12, Krško, on

July 6, 2017 at 1:00 p.m.

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 3,500,00.

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 Fixed and Firm Contract Price and Price Break down for the Scope of Services and Delivery as defined in Bid form – Attachment 1 to 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 and affects 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 the final Contract.

17 PROPRIETARY INFORMATION

The Bidder must mark as "PROPRIETARY" all the documents in the Bid which he considers to be his 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 Bidder 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 the amounts from the Specification, value of individual items and total value of the Bid. 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.

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 Bid. The Purchaser shall not offer compensation for the costs incurred by the Bidder for compiling the Bidding documentation, of which the Bidder has 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

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 No. 2) confirmed by signing the said document.

2. Reference Requirements:

- The Bidder shall provide at least two (2) confirmed references of ET data acquisition & analysis on vertical PWR Steam Generators same or similar to model 72W-D4/2 having I-690 TT ¾" tubing, triangular pitch, lattice bars supports, baffle plate and Siemens design tube band supports (AVB).

Only Company References from the NPP's with data acquisition & analysis - together in the time interval 2012-2017 will be taken into account.

The company reference list shall be enclosed to the Bid. Each Plant reference shall include basic SG design information as required in the first paragraph above.

- The Bidder shall provide a list of at least five (5) references of other type of inspections / analysis related to ECT & SG design same or similar to model 72W-D4/2 that Bidder performed in the last five (5) years (for example: SG Tubes oxide layer mapping SG Assessments, etc.).

3. Personnel Capabilities Requirements:

- 50% (or more) analysis, acquisition and platform-workers (jumpers) shall have at least one reference on vertical PWR Steam Generators same or similar to model 72W-D4/2 as prescribed in the first paragraph of item 2 above.
- Inspection personnel shall be trained, qualified and certified and have valid ET-certificates. The certificates shall be enclosed to the Bid. The Bidder shall enclose to the Bid also an individual Performance Record (working experience) for analysis, acquisition and platform workers.
- Leading analyst(s) performing data resolution shall have ASNT NDT Level III certificate and valid QDA certificate. The certificates shall be enclosed to the Bid.

3.1 Qualification and Certification of Non-destructive Examination (NDE) Personnel

NDE personnel shall be trained, qualified and certified in accordance with:

- ASME B&PV Code Section XI, Edition 2007 with the Addenda 2008
- ASME B&PV Code Section V, Edition 2007
- ANSI/ASNT CP-189-1995, ASNT Standard for Qualification and Certification of Non-destructive Testing Personnel,
- EPRI – PWR Steam Generator Examination Guidelines: Rev.7, Vol.1, App. G (Qualification of NDE Personnel for Analysis of NDE Data): Requirements (TR-107569-V1R5) – latest revision
- EPRI - Steam Generator Eddy Current Data Analysis – Performance Demonstration Review Material (PDD), Research Project S-530, (including latest updates).

If training, qualification & certification of NDT personnel has been organized and performed in-house Bidders Company (without Outside Organization) all activities shall be administrated by ASNT ET Level III also.

4. Equipment and Procedures:

- The Bidder shall provide all necessary personnel, equipment and consumables required for performance of Steam Generator Eddy Current Inspection required to perform scope of examination as per chapter 2.0 of TS ISI-14/2017.
- Equipment (manipulators with single, dual and/or multiple probe pusher system), ET - Instrument, System and appropriate software for data acquisition, analysis & management shall be qualified as required by SGMP PWR Steam Generator Examination Guidelines: Rev. 7.
- Bidders Company Written Practice (TS ISI-05/14; chapter. 8.0) shall be enclosed to the Bid. Content of the Written Practice will be evaluated by NEK (TO.VZ-ISI: Leading ISI engineer & NEK Corporate Lvl. III).
- Applicable procedures i.e. for equipment installation, data collection, data analysis etc. shall be enclosed to the Bid. All working procedures shall be prepared in accordance with applicable regulations (TS ISI-14/2017 chapter 10.0) and will be evaluated by NEK (TO.VZ-ISI: Leading ISI engineer & NEK Corporate Lvl. III). If the Bid will not contain all the necessary procedures, it will be categorized as incomplete.

5. Schedule Requirements:

The Bidder shall guarantee completion of scope within 86 hours per SG. Schedule requirements are specified in chapter 9.0 of the Technical Specification TS IS-14/2017. Written statement to guarantee 24 hours/per day working time is expected. Eventual changes of Outage plan are possible and will be hand-over to Seller.

6. Quality Assurance Requirements:

The Bidder's QA Program shall be in compliance with chapter 13.0 of the Technical Specification TS ISI-14/2017. If not yet evaluated by NPP Krsko QA Department, Bidder shall submit QA manual together with the Bid for review and acceptance by the NPP Krsko.

7. Site Organization:

The Bidder shall enclose to the Bid:

- Site Inspection Organization Chart / scheme with names and responsibilities. Organization Chart shall include at least 1 individual per shift to be nominated as NEK Work-Leader status. This status may be gained after the bidding process.

The Purchaser reserves the right to verify the statements and request additional evidence (e.g.: contract with the investor or an employer statement, proof of payment...) for the reference or check the reference directly with investor. For the purpose of verification, ASNT Certificate holder's database will be checked.

23 SUBCONTRACTORS (IF ANY)

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.

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 directly the subcontractor based on the Contractor's 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.

The 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, quality requirements). 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) |
| 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 | PERSONNEL CAPABILITIES |
| Attachment no.8 | STATEMENT THAT THE BIDDER SHALL MEET TECHNICAL AND OTHER REQUIREMENTS FROM TECHNICAL SPECIFICATION |
| Attachment no.9 | STATEMENT FOR PERSONNEL, EQUIPMENT AND PROCEDURES |
| Attachment no.10 | STATEMENT FOR SCHEDULE REQUIREMENTS |
| Attachment no.11 | CONFIDENTIALITY STATEMENT |
| Attachment no.12 | STATEMENT OF QUALITY MANAGEMENT SYSTEM (for bidder; group of bidders) |
| Attachment no.13 | LETTER OF AUTHORITY FOR THE BIDDER'S PARTICIPANT AT THE BIDS OPENING |
| Attachment no.14 | 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 blank fields must be filled in. Any inserts or deletions of the Contract wording must be marked in Track change mode.



Chapter 3

TECHNICAL SPECIFICATION

Technical Specification is enclosed hereto and represents the integral part of the Bidding Documentation.



Chapter 4

BID FORM

Bid 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

Bid No.

For: SG NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018

Bidder Name and Address:.....

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

Tax No.:.....

Representative.....

Date

1. Hereby we're informing you that we have reviewed the Bidding Documentation (Instructions to Bidders) and are ready to accept all the conditions from the above documents and execute the works under the Contract for "SG NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018" at the

Fixed and Firm Total Price:

(EUR or USD)+ **(VAT)**.....

In words: EUR/USD.....

2. PRICE BREAKDOWN TABLE of the Total Fixed Price:

Item	Scope of Services and Delivery	Price in EUR/USD
1		
2		
3		
	TOTAL CONTRACT PRICE:	

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.

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. That our law does not forbid us to sign the Contract.
4. We are not a Bidder with negative reference from paragraph 4 of the Article 75 point a) of ZJN-3.
5. We are not in mutual dispute that could affect our capability to fulfill the Contract awarded under this public procurement procedure.
6. We have qualified and experienced staff and proper technical equipment for the Scope of Work completion.
7. We will follow and fulfill all Quality Assurance requirements requested in NEK Technical Specification TS ISI-14/2017, Rev.0. Our QA program is in compliance with chapter 13.0 of the Technical Specification.

Our Quality management system is described in document.....

(document ID, title, revision number).

Place and date:

Stamp:

Signature of Authorized Bidder's Representative

**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:

SG NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018

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)

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. We agree 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.

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

- subcontractor is not in procedure of bankruptcy

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 two (2) confirmed references of ET data acquisition & analysis on vertical PWR Steam Generators same or similar to model 72W-D4/2 having I-690 TT ¾" tubing, triangular pitch, lattice bars supports, baffle plate and Siemens design tube band supports (AVB).

Only Company References from the NPP's with data acquisition & analysis - together in the time interval 2012-2017 will be taken into account.

No	Nuclear Power Plant	SG model	Year	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

The references are confirmed by Purchasers (NPPs) and the confirmations together with the SG ECT data acquisition & analysis on the particular plant in the time interval 2012-2017 are enclosed to the Bid. Each confirmed reference includes basic SG design information as required above.

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:

- At least five (5) references of other type of inspections / analysis related to ECT & SG design same or similar to model 72W-D4/2 that Bidder performed in the last five (5) years.

No	Service Name and Description	SG model	Year	We have performed the reference work as (A,B or C)
1.				
2.				
3.				
4.				
5.				

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

Place and date:

Stamp:

Bidder's Signature:

BIDDER'S CERTIFICATE OF PERFORMANCE
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Subject of the Bid:

.....

Purchaser: Nuklearna elektrarna Krško d.o.o., Vrbina 12, 8270 Krško, Slovenia (NEK)

DECLARATION – CERTIFICATE OF REFERENCED PERFORMANCE

We declare under criminal and material responsibility that the below company

has successfully performed the following services and supplies

per Contract No. _____, dated _____,

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

_____ EUR/ USD (without VAT).

SERVICES/SUPPLIES were performed in the following location(s):

_____.

Scope of services/ supplies is described below with the emphasize on those services and supplies supporting referenced performance required as one of Prerequisites for Bid Acceptance:

The Work has been performed in a timely manner, professionally and at high quality level in accordance with contractual requirements. The cost calculation of performed services and supplies has been done correctly.

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:

PERSONNEL CAPABILITIES

- At least 50% analysis, acquisition and platform-workers (jumpers) have at least one (1) reference on vertical PWR Steam Generators same or similar to model 72W-D4/2 as prescribed in the first paragraph of item 22.2 of the Bidding Documentation.

No	Full name	Organization position (A, AC, PW)*	NPP name, where the service was performed	Year
1.				
2.				
3.				
4.				

*A - Analysis; AC - Acquisition; PW – Platform Worker

- Inspection personnel is trained, qualified and certified and has valid ET-certificates. The certificates are enclosed to the Bid. Enclosed are also individual Performance Records (working experience) for analysis, acquisition and platform workers.
- Leading analyst(s) performing data resolution have ASNT NDT Level III certificate and valid QDA certificate. The certificates are enclosed to the Bid.
- We confirm that NDE personnel is trained, qualified and certified in accordance with:
 - ASME B&PV Code Section XI, Edition 2007 with the Addenda 2008
 - ASME B&PV Code Section V, Edition 2007
 - ANSI/ASNT CP-189-1995, ASNT Standard for Qualification and Certification of Non-destructive Testing Personnel,
 - EPRI – PWR Steam Generator Examination Guidelines: Rev.7, Vol.1, App. G (Qualification of NDE Personnel for Analysis of NDE Data): Requirements (TR-107569-V1R5) – latest revision
 - EPRI - Steam Generator Eddy Current Data Analysis – Performance Demonstration Review Material (PDD), Research Project S-530, (including latest updates).

If training, qualification & certification of NDT personnel has been organized and performed in-house Bidders Company (without Outside Organization) all activities shall be administrated by ASNT ET Level III also.

Place and date:

Stamp:

Bidder's Signature:

**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 NEK Technical Specification TS ISI-14/2017, rev.0 for:

SG NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018

Place and Date:

Stamp:

Bidder's Signature:

STATEMENT FOR PERSONEL, EQUIPMENT AND PROCEDURES
--

Bidder.....

Under criminal and material responsibility,

HEREBY DECLARES,

that all PERSONNEL, equipment and procedures meet the technical and all other requirements as specified in NEK Technical Specification TS ISI-14/2017, rev.0 and Bidding Documentation (item 22.4) for:

SG NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018

Bidders Company Written Practice is enclosed to the Bid.

Enclosed are also **all applicable procedures** for the Scope of Work. All working procedures are prepared in accordance with applicable regulations.

Place and Date:

Stamp:

Bidder's Signature:

STATEMENT FOR SCHEDULE REQUIREMENTS
--

Bidder.....

Under criminal and material responsibility,

HEREBY DECLARES,

That we shall met schedule requirements as specified in chapter 9.0 of the NEK Technical Specification TS ISI-14/2017, rev.0 and Bidding Documentation (item 22.5) for:

SG NPP Krsko Steam Generators Eddy Current Inspection in Outage 2018

We guarantee the completion of the Scope of Work within 86 hours per steam generator.

We guarantee 24 hours / per day working time.

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:

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.)

Note: Bid must include copies of quality certificates and a valid revision of Quality Management System Manual (unless it has already been sent to NPP Krsko QA Department; in that case please write Title and revision number: _____).

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:

(subject of the public tender)

Place and Date:

Stamp:

Bidder's Signature:
