NUKLEARNA ELEKTRARNA KRŠKO D.O.O.

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

BIDDING DOCUMENTATION

No.: 141/20-8201146

Rev: 0

PUBLIC BIDDING NEGOTIATION PROCEDURE WITH PRIOR NOTIFICATION
in accordance with Article 45 of Public Procurement Act (ZJN-3)

FOR

AMSAC REPLACEMENT

Krsko, 30.07.2020

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 7
6 NEGOTIATION PROCEDURES 7
7 CRITERIA FOR THE BID EVALUATION 8
8 ELECTRONIC SUBMITTAL of BIDS 9
9 CLARIFICATIONS OF REQUESTS FROM BIDDING DOCUMENTATION AND CONTACTS 11
10 BID CHANGES AND WITHDRAWAL OF BIDS 11
11 BIDS OPENING 11
12 LAWS AND REGULATIONS 12
13 ANTICORRUPTION CLAUSE 12
14 REVISION/ REVIEW REQUEST 13

B. BID 14

15 BID LANGUAGE 14
16 PRICE AND TERMS OF PAYMENT 14
17 PROPRIETARY INFORMATION 14
18 BID VALIDITY 15
19 CLARIFICATION OF BIDS 15
20 TERMINATION OF PROCEDURE AND WITHDRAWAL FROM THE CONTRACT AWARDING 15

C. CONTRACT AWARD 16

21 DECISION ON CONTRACT AWARD 16

D. CONDITIONS FOR BID ACCEPTANCE 17

22 GENERAL 17
23 SUBCONTRACTORS 18
24 THE BID OF A GROUP OF LEGAL BUSINESS ENTITIES (JOINT VENTURE) 19
25 WALK DOWN PERFORMED AT NPP KRŠKO 20

E. INTEGRAL PARTS OF THE BID 21

Chapter 2 DRAFT CONTRACT 22

Chapter 3 TECHNICAL SPECIFICATION 23

Chapter 4 BID FORM 24

Chapter 5 VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES 25

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INVITATION FOR BIDS

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

AMSAC Replacement

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

Member of the Management Board

Saša Medaković

President of the Management Board

Stane Rožman

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

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: Gregor Cerjak, International purchasing department
Tel.: + 386 7 48 02 329, e-mail: gregor.cerjak@nek.si

2 SCOPE OF SERVICES AND DELIVERY OR WORK

Fully in accordance with NPP Krsko Technical Specification No. SP-F3021, Rev. 1, the Bidder shall perform (on turnkey basis) the following project:

AMSAC Replacement (ATWS Mitigation System Actuation Circuitry Replacement)

3 BIDDING DEADLINE

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

by 24th August, 2020 at 14:00 CET at the latest.

According to the Public Procurement Act the Purchaser can accept only electronically submitted Bids. Please follow the instructions for submittal, Article 8.

4 TENDERING PROCEDURE

The selected procedure for this tender is Public Bidding Negotiation Procedure with Prior Notification.

5 PERMISSIBLE BID

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

Permissible Bid is a Bid that:

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

The Purchaser shall exclude the Bid from a Bidder who:

- exercised major or constant imperfectness, poor performance in executing material obligations when performing previous Contract(s) that led to termination or to any other sanction by the Purchaser such as Claim for Payment of Liquidated Damages or comparable remedies
- 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 a Bid that fulfills all the conditions for Bid acceptance.
The Purchaser reserves the right to negotiate in writing, by teleconference or at Nuklearna elektrarna Krško premises.

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

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

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

7 CRITERIA FOR THE BID EVALUATION

Only permissible Final Bids will be evaluated by pre-established set of criteria and weight factors expressed in percentages.
Bid evaluation result is the percentage of theoretical maximum points, being 100. The Bid with the maximum percentage of points will be selected.

a) Price **65%**

Bidder ranking and score will be calculated based on the average price, Bid Price (and percentage of Bid price deviation from the average price.

Bid	*Bid Price*	*Price Deviation of Bid*	*Score (%)*

Calculation will be made as follows:
Average price = (SUM of all bids)/number of bids
Deviation of Bid Price (X) = ((Bid Price – Average price)/Average Price) * 100

Bid	*Deviation of Bid Price (%) = x*	*Deviation of Bid Price (%)*	*Score (%)*
		X ≤ - 20	65
		-15 ≥ X > - 20	57
		-10 ≥ X > -15	50
		-5 ≥ X > - 10	43
		0 ≥ X > - 5	35
		5 ≥ X > 0	29
		10 ≥ X > 5	22
		15 ≥ X > 10	15
		20 > X > 15	8
		20 ≤ X	0

b) Warranty period 21%

Warranty period shall be at least five (5) years after successfully finished Site Acceptance Test(s). This minimum warranty period must be accepted. If not, this will lead to the rejection of the Bid.

Warranty period (years)	Score (%)
5	0
6	3
7	6
8	9
9	12
10	15
11	18
12 or more	21

c) Project Manager experience/references 9%

The Responsible Project Manager in charge of the AMSAC Replacement required by the scope of this project shall have experience in leading **at least one project** pertaining to similar protection system design and replacement/implementation on the digital I&C platform in the last ten (10) years. For additional PM's references the points can be obtained as follows:

Project Manager's references as stated above	Score (%)
1	0
2	3
3	6
4 or more	9

d) Implemented QA program 5%

Implemented QA program	Score (%)
Valid ISO 9001	5

8 ELECTRONIC SUBMITTAL OF BIDS

The Bidder is required to use the NEK electronic bidding system in preparing bids. In order to participate the Bidder has to obtain a prior registration on the following link: http://suppliers.nek.si.

The Bids must be submitted electronically by using the direct link provided on Slovenian Portal of the Public tenders ("Portal Javnih naročil"; http://www.enarocanje.si), Art I.3., Section „Sporočanje" or TED section, I.3. Communication. The Bidders that have already registered at NEK portal can also find the tender using the Name of the tender: AMSAC REPLACEMENT.

A detailed guide for registration and submitting bids is available on: http://suppliers.nek.si

The Bidders are strongly encouraged to register in advance and to prepare all necessary information and documentation in a timely manner in order to submit the offer on time. To avoid any inconvenience Bidders should check the web application to verify that their bid has an "active" status.

A Bid will be deemed to have been submitted on time if Purchaser receives it electronically by the Bidding Deadline given in Paragraph 3 above. When a Bid is submitted successfully the Bidder receives an e-confirmation of Bid submittal. After the Bidding Deadline Bids can no longer be submitted.

The Bidder's Bidding Documentation in hardcopy has to be scanned and attached electronically on the provided link (max 35MB). All submitted documents shall be in searchable format (OCR). In case of discrepancies between the attached complete bid with all requested integral parts of the bid and the data directly loaded into the Purchaser's application, the data from the bid will be considered as valid.

The integral parts of the Bid (cf. Chapter E) have to be submitted with filled-out blank fields (ink or pen in plain printed characters or typed and printed), dated, signed and stamped. Draft Contract shall be filled-out in word file and using track change mode. The statements in the documents must correspond with the actual state of facts at the time of the Bid submission and must be provable.

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

9 CLARIFICATIONS OF REQUESTS FROM BIDDING DOCUMENTATION AND CONTACTS

Should potential Bidders require clarifications of the Purchaser's Bidding Documentation, such requests will 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 11:59 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 will 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 no later than 24 hours before the deadline for Bid submittal. The Bid may be supplemented or replaced no later than the deadline for Bid submittal. In order to supplement or replace a Bid the original Bid has to be withdrawn first. For instructions on how to withdraw, supplement or replace a Bid see NEK Guide for submitting supplier quotation, Section 4, available on: http://suppliers.nek.si).
After the expiration of the bidding deadline the Bidders can no longer change the Bids submitted, replace or supplement them.

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 participating 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 electronically on 24th August 2020. The Minutes of the Bids Opening will be prepared electronically and sent to emails of the Bidder's contact persons who submitted the Bids on the day of the Bids opening, containing the information required by Article 88 of the ZJN-3.

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 and 14/18) 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-1A/ Official Gazette of the Republic of Slovenia, No. 26/19) Rules on Radiation and Nuclear Safety Factors (Pravilnik o dejavnikih sevalne in jedrske varnosti- Official Gazette of the Republic of Slovenia, No. 74/16.) 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, 90/14 – ZDU-1I and 60/17);
- Public Finance Act (ZJF, Official Gazette of the RS, no. 11/11 – official consolidated text, 14/13 – corr. and 101/13, 55/15 – ZFisP, 96/15 – ZIPRS1617 and 13/18);
- 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 and 90/15);
- Civil Procedure Act (ZPP-UPB3, Official Gazette of the RS, no. 73/2007, 45/08 (ZPP-D) and 10/17) if applicable;
- Decree on Green Public Procurement (Official Gazette of the RS, no. 51/17);
- Building Act (GZ, Official Gazette of the RS, no. 61/17 and 72/17) 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 of 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.
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 the Public Procurement Act (ZJN-3 Official Gazette No. 91/15), can request a 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 4.000,00.
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-XXXXXXXX. The six X digits represent the number of publication on the public procurement portal and the last two the year of publication.

B. BID

15 BID LANGUAGE

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

16 PRICE AND TERMS OF PAYMENT

The Bidder shall provide Purchaser with the Total Contract Price and Price Break down (if requested) for the Scope of Service and Delivery as defined in Bid Form of this Bidding Documentation.
The Bidder shall have no right to the Price(s) increase whatsoever unless revision of Technical Specification occurred affecting the price and was agreed with all the Bidders during negotiations. 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 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 the official Exchange Rate of The Bank of Slovenia 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 the official Exchange Rate of The Bank of Slovenia on the effective day of the Contract.

The payments shall be effected in EUR and in accordance with payment milestones stated in the Contract.

17 PROPRIETARY INFORMATION

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

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

18 BID VALIDITY

Bid validity date must be clearly specified in the Bid.
Bid validity specified in the Bid shall be at least ninety (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 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 deadline for Bid submittal. The Purchaser shall not offer compensation for the costs incurred by the Bidders for compiling the Bidding documentation, of which the Bidders have been informed.
After adopting the decision on the award of Contract, the Purchaser shall have the right not to sign the Contract for the reasons defined in the sixth paragraph of Article 90 of the ZJN-3 or paragraph 8 of the ZJN-3.

C. CONTRACT AWARD

21 DECISION ON CONTRACT AWARD

The Purchaser shall award the Contract to the Bidder with the most competitive Bid.
The Purchaser shall select the most competitive Bid, send the Decision on Contract Award to all Bidders and issue a Notification on Contract Award through “Portal javnih naročil”.
The Decision on Contract Award will evidence the reasons for 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

The following signed evidences of fulfilling the Conditions for the Bid acceptance shall be submitted by the Bidders:

1. Fulfillment of all requirements listed in the Bidder Declaration of Eligibility (Attachment 2) proven by signing the said document.

2. Compliance with the Bidding documentation (Attachment 3)

3. Fulfillment of all requirements listed in the NEK Technical Specification No. SP-F3021, Rev. 1 (Attachment 8).

4. At least one (1) reference of the AMSAC replacements/implementations on the digital I&C platform and at least one (1) reference of the similar protection system implementations in the NPPs on the same digital I&C platform as offered within this Bid. All provided references shall not be older than ten (10) years (Attachment No. 5).

5. Personnel capabilities (Attachment 7):

    - The Responsible Project Manager in charge of the AMSAC Replacement required by the scope of this project shall have experience in leading at least one project pertaining to similar protection system design and replacement/implementation on the digital I&C platform in the last ten (10) years.

    - The Responsible Site Project Manager in charge of the AMSAC Replacement required by the scope of this project shall have experience in overseeing at least one project pertaining to similar protection system replacement/implementation on the digital I&C platform in the last ten (10) years.

    - Records proving the role in the referenced projects have to be submitted for the Project Manager and the Site Manager.

    - Personnel for AMSAC Replacement shall be trained, qualified, certified and shall have experience (on the same digital I&C platform as offered within this Bid) for performing activities under the scope of work per SP-F3021, Rev. 1. Detailed personnel list with references and certification shall be also provided in the bid.

6. Submittal of all documents as required in paragraph 11.2 of NEK Technical Specification No. SP-F3021, Rev. 1.

7. Fulfillment of Quality Assurance requirements. The Bidder's QA Program shall be in compliance with paragraphs 17.4 and 43 of the NEK Technical Specification No. SP-F3021, Rev. 1.

8. The Bidding Documentation shall contain one copy of the Bidder's valid Quality system document (Document ID, title, revision number).

23 SUBCONTRACTORS

The Bidder may execute the public tender/bidding alone or partly or completely using subcontractors fulfilling requirements declared herein, as well as declared in the NEK Technical Specification No. SP-F3021, Rev. 1.
In case the Bidder should engage subcontractors for part of the Scope of Services and Delivery, the Bidder shall consider Article 94 of ZJN-3.

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

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

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

Contractor/Bidder and subcontractors shall authorize the Purchaser to make payment instead of the contractor/Bidder directly to the subcontractors if he requests the direct payment. The terms of payment to Bidder and his subcontractors shall be the same. Direct payments to subcontractors are obligatory according to ZJN-3 if they are requested by the subcontractor.
The Bidder is fully responsible for the fulfillment of the complete Scope of Services and Delivery.

If a subcontractor is replaced after the public Contract is awarded or if the Bidder concludes a Contract with a new subcontractor after the public Contract award, the Bidder that concluded the Contract with the Purchaser must submit to the latter, within five (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 ten (10) days following the submitted proposal of a new subcontractor.

The Purchaser shall pay the subcontractor directly 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 signed statement, by which both contractor and subcontractor confirm 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 sixty (60) days after the contractor has issued the final invoice to the Purchaser.

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

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

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

In the case that a group of business entities should Bid together as one entity (joint venture - JV), each entity shall fulfill the conditions regarding basic capabilities demanded by Purchaser (declaration of eligibility, compliance with the Bidding Documentation, compliance with the Technical Specification). Economic, financial, technical and staff capabilities may be fulfilled by all Bidders together.
The Bid shall contain data demanded by the Purchaser regarding the basic capabilities of each entity separately.
The rest of the attachments shall be filled out 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 Bidding Documentation including 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 core partner, to be paid directly by the Purchaser.

25 WALK DOWN PERFORMED AT NPP KRŠKO

The requirements related to walk downs at NPP Krško are defined in paragraph 3.2 of the NEK Technical Specification No. SP-F3021, Rev. 1

E. INTEGRAL PARTS OF THE BID

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

Attachment no.1	**BID FORM**
Attachment no.2	**BIDDER DECLARATION OF ELIGIBILITY**
Attachment no.3	**BIDDER'S STATEMENT OF ACCEPTANCE OF CONDITIONS FROM THE PURCHASER'S BIDDING DOCUMENTATION**
Attachment no.4	**SUBCONTRACTOR'S DATA AND BIDDER'S CONSENT FOR DIRECT PAYMENT (in case there are any subcontractors and they request direct payment)**
Attachment no.5	**PROJECTS PERFORMED BY THE BIDDER AS CONTRACTOR IN THE PAST YEARS - REFERENCES**
Attachment no.6	**BIDDERS'S CERTIFICATE OF REFERENCED 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	**CONFIDENTIALITY STATEMENT**
Attachment no.10	**STATEMENT OF QUALITY MANAGEMENT SYSTEM (for Bidder; group of bidders)**
Attachment no.11	**DRAFT CONTRACT (with filled-out blank fields, for procedures including negotiations it does not have to be signed and stamped)**

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Chapter 2

DRAFT CONTRACT

Draft Contract is enclosed hereto and is an integral part of the Bidding Documentation. Blank fields must be filled in. Any inserts or deletions of the Contract wording must be marked in track change mode.

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

Chapter 3

TECHNICAL SPECIFICATION

NEK Technical Specification No. SP-F3021, Rev. 1 is enclosed hereto and represents an integral part of the Bidding Documentation. We expect the Bidder to consider the Purchaser's Technical Specification in its quotation and give comments (if necessary).

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

Chapter 4

BID FORM

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

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

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:

Attachment no.1

BID FORM

For (subject of the Bid): AMSAC Replacement

Bidder's Name and Address:…….

Company account number and swift code:……..

Tax No.:……

Representative…….**email:……**

Date ……..

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

   Total Fixed and Firm Price:

   EUR or USD: …….....
   (the amount in words: EUR/USD ……)
   + (VAT) …….

2. PRICE BREAKDOWN TABLE for the above amount:

Scope of Services and Delivery	***Price / EUR***
Analysis and design engineering work	
Materials, manufacturing and transportation costs	
Installation/erection, required system testing activities and commissioning (incl. civil works and removal of the existing AMSAC equipment)	
Spare parts (unit pricing for each offered spare part shall be provided as an attachment)	
Training	
TOTAL:	

Total fixed and firm Price for the subject of the public procurement should be indicated in the Bid, provided that the above PRICE BREAKDOWN TABLE should be filled in too, in order to enable Purchaser to make quality Bid evaluation. The items of the calculation with price “0”, N/A or “/” shall be considered as already included in the total Bid Price. If the price is not filled in, the Bid will be disqualified.

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

Place and Date:	Stamp:	Signature of Authorized Bidder’s Representative
_____		_____

Attachment no.2

BIDDER DECLARATION OF ELIGIBILITY

We .....
.....
.....

HEREBY DECLARE

Under criminal and material responsibility,

1. We are registered by public agency or the relevant court for the field of activity that is subject of this public procurement.
2. We comply with ZVISJV for the scope of contractual work (if applicable and requested in Technical specification).
3. We are not the subject of initiated compulsory settlement, bankruptcy or liquidation proceedings or other procedure that may result in or which purpose is the winding up of operation; and whatever other procedure similar to procedures stated above in accordance with the regulations of the country of our origin.
4. That our law does not forbid us to sign the Contract.
5. We are not a Bidder with negative reference from paragraph 4 of the Article 75 point a of ZJN-3.
6. We are not in mutual dispute that could affect our capability to fulfill the Contract awarded under this public procurement procedure.
7. We have qualified and experienced staff and proper technical equipment for the Scope of Services and Delivery completion.
8. We will follow and fulfill all quality assurance requirements requested in the TS SP-F3021, Rev. 1. Our quality management system is described in document .....
   (document ID, title, revision number).

Place and Date:	Stamp:	Signature of Authorized Bidder's Representative
_____		_____

Attachment no.3

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

Bidder: _____

Bidder Address: _____

STATEMENT OF ACCEPTANCE

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

AMSAC Replacement

Place and Date: Stamp: Signature of Authorized Bidder's Representative:

_____

Attachment no.4

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

Bidder…….
…….
We declare that we will engage below stated subcontractor for the part of the Scope of Services and Delivery under the Contract for
……
Name and head office: …….
TAX number: …….
Registration number: ……
IBAN: …….
Statutory representative: ……
Scope of services and delivery to be performed by subcontractor:
……
Value of the services and delivery to be performed by subcontractor:

……without VAT…….. with VAT

Place of performance of work:
……

Deadline for performance of work:
…….
We declare to be engaged in above stated Scope of Services and Delivery performance as subcontractor to the contractor.
Please indicate your option:

1. We <u>request to be paid directly</u> by Purchaser at our account number, for our part of performed scope of Services and Delivery based on the invoice approved by the contractor.
2. We <u>do not request to be paid directly</u> by Purchaser and therefore we declare that we are informed that no later than sixty (60) days after signing the hand over protocol we and the contractor need to submit proof to NEK that we have been reimbursed for the performed services, delivery and/or civil works

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

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

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

Place and Date: Stamp: Bidder's Signature:

_____ _____

Subcontractor's Signature:

Attachment no.5

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

We have at least one (1) reference of the AMSAC replacements/implementations on the digital I&C platform:

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

We have at least one (1) reference of the similar protection system implementations in the NPPs on the same digital I&C platform as offered within this Bid:

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

All provided references shall not be older than ten (10) years.

We have performed the reference work as:

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

In case the Bidder engages a subcontractor, the subcontractor shall have the confirmed reference for his part of the service, delivery or/and civil works and shall fill in and sign this form.

NOTE:
Purchaser will only take into consideration already successfully completed referenced performance.

Place and Date: Stamp: Bidder's Signature:

Attachment No. 6

SIMILAR SERVICES PERFORMED BY THE BIDDER AS CONTRACTOR IN THE PAST YEARS - CERTIFICATE OF REFERENCED PERFORMANCE

Subject of the Bid:

AMSAC Replacement

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/or delivery:
_____,

Per Contract No. _____, dated _____,
In the period from _____ till _____.

Services were performed in the following location(s):
_____.

Scope of services and/or delivery is described below with the emphasis on those services and/or delivery supporting referenced performance required as one of prerequisites for bid acceptance:
_____
_____
_____
_____
_____
The Work has been performed in a timely manner, professionally and at a high quality level in accordance with contractual requirements. The cost calculation of performed services and/or delivery has been done correctly.

Referenced purchaser contact person who can be contacted by NEK to verify the Bidder's referenced performance:

Name and surname: …….
Position in the company: …….
E-mail address: …….
Phone: …….

NOTES:

1. Purchaser will only take into consideration already successfully completed referenced performance.
2. References not evidenced in this form and having no confirmation by 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 previously carried out for NEK.

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

Name and surname: …….
Position in the company: …….
Signature: …….
Place and date: …….
Stamp:

Attachment no.7

PERSONNEL CAPABILITIES

We confirm that the following specialists for the areas below will be engaged within the Scope of Services and Delivery under the Project:

AMSAC Replacement

Specialist Area	***Specialist Full Name***	***Name of the Company***	***Reference Project (as per Attachment No. 5 above)***
a) Responsible **Project Manager** who has successfully conducted at least one project pertaining to similar protection system design and replacement/implementation on the digital I&C platform in the last ten (10) years			
b) Responsible **Site Project Manager** who has successfully conducted at least one project pertaining to similar protection system replacement/implementation on the digital I&C platform in the last ten (10) years			
c) Other personnel engaged on the AMSAC Replacement project trained and certified for work on the same digital I&C platform offered within this Bid			

Place and Date: Stamp: Signature of Authorized Bidder's Representative:

Attachment no.8

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 No. SP-F3021, Rev. 1 and provide the comments or proposed deviations to it (if necessary)

Place and Date: Stamp: Bidder's Signature

Attachment no. 9

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) the below documents:

Reference Drawings listed in Appendix 1 and any documents referenced in NEK Technical Specification No. SP-F3021, Rev. 1

(hard copies.) are the property of and contain proprietary information of the Krško Nuclear Power Plant.
They are submitted in confidence and are to be used solely for the purpose for which they are furnished and returned upon request.
These documents (and all their respective attachments) are delivered on condition that they are used exclusively to fulfill the responsibility to Nuclear Power Plant Krško and they 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: Recipient (Bidder- name of the company)

_____

Recipient's Authorized Representative

_____

NEK's Authorized Representative

_____

Attachment no. 10

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.)

The Bidder will satisfy quality requirements of QS-610, rev.1 and QS-600, rev.1.
Note: Bid must include copies of quality certificates and a valid revision of quality management system manual, if it has not been previously sent to NEK.

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

Place and Date: _____

Bidder's stamp: