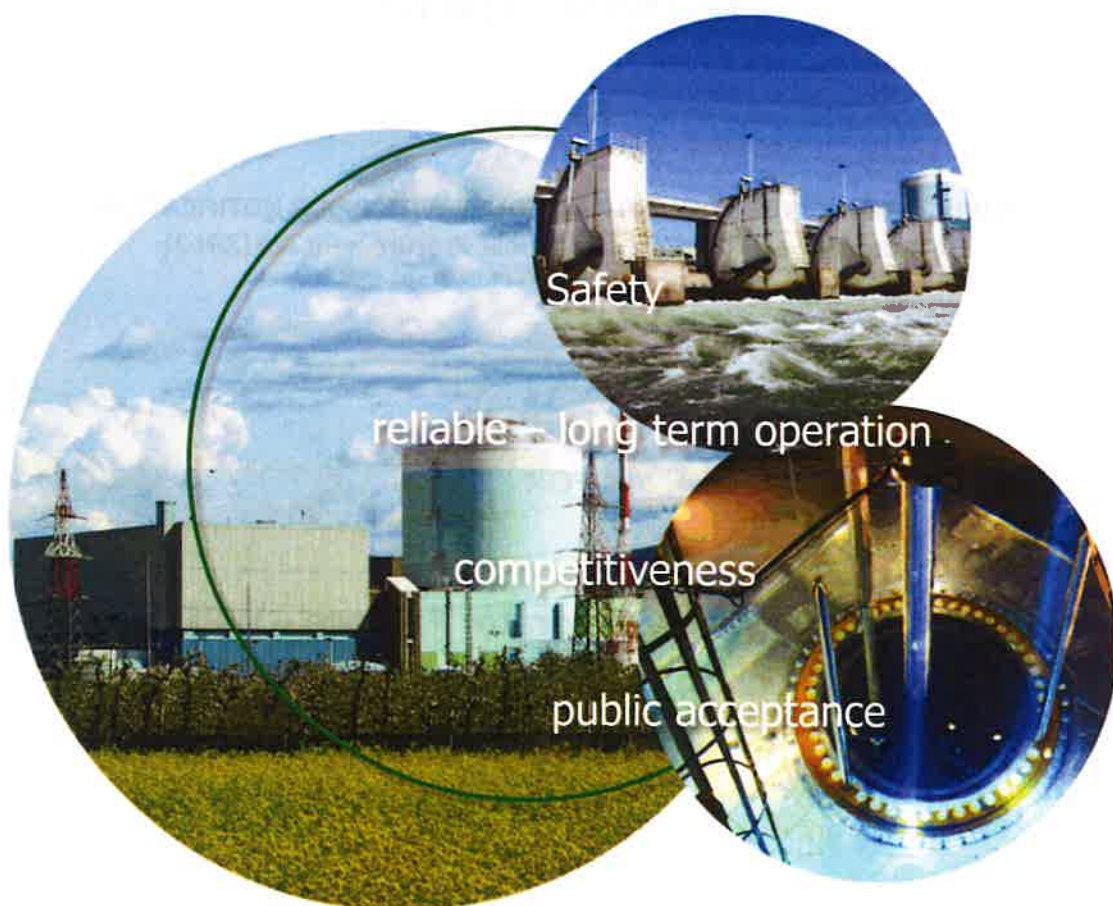


NUKLEARNA ELEKTRARNA KRŠKO D.O.O.





NEK

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



BIDDING DOCUMENTATION

No.: 42/24 - 8240333

Rev: 1

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

FOR

Replacement of Waste Evaporator Package – WPEVWD01

Mod. 1257-WP-L

Krsko, 10.05.2024

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INVITATION FOR BIDS

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

Replacement of Waste Evaporator Package – WPEVWD01

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

Member of the Management Board

Saša Medaković

President of the Management Board

Gorazd Pfeifer



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



Chapter 1

INSTRUCTIONS TO BIDDERS FOR PREPARATION OF BIDS

A. GENERAL

1 PURCHASER CONTACT PERSON

The Purchaser is Nuklearna elektrarna Krško d.o.o., Vrbina 12, Krško, Slovenia.

Contact person: Sonja Živič, International Procurement Department
Tel.: + 386 7 48 02 446, e-mail: sonja.zivic@nek.si

2 SCOPE OF SERVICE AND DELIVERY OR WORK

Fully in accordance with NPP Krsko Technical Specification or (Requisition) No. SP-ES5134, Rev. 0, the Bidder shall perform (on turnkey basis) the following project:

Replacement of Waste Evaporator Package – WPEVWD01

3 BIDDING DEADLINE

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

by 24th May, 2024 at 13:00 CET at the latest.

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

4 TENDERING PROCEDURE

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

5 ADMISSIBLE BID

The Purchaser will accept only admissible Bids. All the other Bids will be rejected.

Admissible 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. If the Bidder does not submit the final Bid, Purchaser will consider its first Bid as final.

7 CRITERIA FOR THE BID EVALUATION

Only admissible 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 max 65 %

Calculation of the score for Price will be made based on the following formula:

Score of the Bid = Lowest Bid Price / Bid Price of the Evaluated Bid * maximum possible score for Price

The score will be calculated to 2 decimal digits. Value of Bid without VAT will be considered in the calculation.

b) Warranty period max 10 %

Warranty period shall be at least two (2) 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 (%)
4	0
5	2
6	4
7	6
8	8
9 or more	10

c) Performance: Normal Processing Capacity (Flow rate) 15%

Capacity (Flow)	Score (%)
At least 30 l/min (minimum operational requirement)	0
Between 30 and 45 l/min	5
45-56,8 l/min	10
More than 56,8 l/min	15

d) Subcontractor Markup 10%

Markup percentage for any **additional services and supplies not included in the original contract** (Contract Article 23 Changes) but necessary for project completion, in case that subcontractors will be engaged. The score will be calculated to 2 decimal digits.

Additional services and supplies Subcontractor's Markup	Score (%)
Markup of X %	$-0.333 \times X + 10$

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 the Slovenian Portal of the Public Tenders ("Portal Javnih naročil"; <http://www.enarocanje.si>), Art 1.3., Section „Sporočanje“ or TED section, 1.3. Communication. The Bidders that have already registered at NEK portal can also find the tender using the name of the tender: "Replacement of Waste Evaporator Package – WPEVWD01".

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). 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 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 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. 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

In compliance with the Slovenian Public Procurement Act (ZJN-3) and the provision regarding the public opening of tenders, the information on received Bids will be accessible electronically to all interested public. Bids opening will be done in NEK Information System at the time and date provided in the public tender notification, published on the Slovenian Portal for Public Procurement and/or in the Bidding Documentation.

Information on all received Bids will be accessible for viewing for a limited time (2 hours) after the Bids opening through the following link:

<https://red.maxapex.net/apex/f?p=30300138>. Only the information required by law will be published: Bidder's name, alternate options (if required and/or allowed by Purchaser) and total value without VAT. There will be no restrictions for viewing the data. The Bidders will receive a pdf. copy of the Minutes of Bids Opening within five (5) days after Bids 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 with all amendments) 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 dejavnih 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 with all amendments);
- 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. Regarding 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.

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-XXXXXX24. The six X digits represent the number of publication on the public procurement portal.

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 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. In case of a Joint Venture the Bidder Declaration of Eligibility must be provided for all partners in a common Bid.
2. Compliance with the following technical parameters:
 - a) The processing capacity (flow rate) will be at least 30 l/min.
 - b) The efficiency of distillation will be 10 ppm of boron or less.
 - c) The proposed solution shall entail a complete replacement of the entire WP unit with a new one. Waste stream shall remain unaffected. Impacted systems should be the same as for the original systems with no adverse effects.
3. Compliance with the Bidding documentation (Attachment 3)
4. Reference requirements (Attachments 5 and 6):

The Bidder shall provide evidence of a least one (1) confirmed reference (as a company) regarding the successful design, furnishing, manufacturing, testing, inspection, delivery, installation and commissioning of a Liquid Waste Processing System for a PWR nuclear power plant (either as replacement or refurbishment of old systems or for new-built NPPs) within the past 15 years. The reference project shall be valued at a minimum of two (2) million EUR.

The Bidder shall submit fulfilled and signed Attachment No. 5 and Attachment No. 6 for the stated reference(s) in Attachment No. 5.

The Purchaser reserves the right to verify the statements, request additional evidence (e.g. contract with the investor or proof of payment) or directly check the references with the investor(s).

5. Personnel capabilities (Attachment 7):
 - The **Responsible Project Manager** in charge of the Replacement of the Waste Evaporator Package required by the scope of this project shall have experience in leading at least one project (including the onsite activities) in PWR nuclear power plants pertaining to design and replacement/implementation activities on the same NPP system (Liq. WP) or PWR NPPs primary side systems (NSSS) or in liquid radioactive waste processing facilities in the last eight (8) years.

- The **Responsible Project Design Engineer** in charge of designing the Replacement of the Waste Evaporator Package required by the scope of this project shall have experience in being the responsible design engineer in at least one project pertaining to design activities on the same NPP system (Liq. WP) or PWR NPPs primary side systems (NSSS) or in liquid radioactive waste processing facilities in the last eight (8) years.
- The **Responsible Site Manager** in charge of the Waste Evaporator Package replacement required by the scope of this project shall have experience in on-site oversight and coordination of at least one project pertaining to replacement/implementation activities on the same NPP system (Liq. WP) or PWR NPPs primary side systems (NSSS) or in liquid radioactive waste processing facilities in the last eight (8) years.

Records proving the role in the referenced projects have to be submitted for the Project Design Engineer, Project Manager and the Site Manager, along with their CVs, as part of the bid.

6. Submittal of all documents as required in Section 11.1 of NEK Technical Specification No. SP-ES5134, Rev. 0.
7. Fulfillment of Quality Assurance requirements. The Bidder's QA Program shall be in compliance with Section 43 of the NEK Technical Specification No. SP-ES5134, Rev. 0. The Bidder must establish and implement an efficient quality management system, which complies with the requirements of 10CFR50 Appendix B, Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants. The system must also comply with requirements of QA specification NEK QS 610, rev.2, Generic Quality Assurance Program Requirements.
Any noncompliance and defects shall be reported in compliance with the requirements of Title 10, Code of Federal Regulations, Part 21 (10CFR21), Reporting of Defects and Noncompliance.

In a joint-venture bid, all partners must fulfill the above-mentioned conditions.

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 using subcontractors fulfilling requirements declared herein, as well as declared in the Technical Specification. In case the Bidder should engage subcontractors for part of the Scope of Services and Delivery, the Bidder shall consider Article 94 of ZJN-3.

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

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

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

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

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

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

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

The Purchaser reserves the right and has to eliminate the new subcontractors if there are reasons (reasons are the same as for the Bidder) for elimination stated in this Bidding Documentation and shall inform the Contractor about the elimination in 10 days following the submitted proposal of a new subcontractor.

The Purchaser shall pay 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 60 days after the contractor has issued the final invoice to the Purchaser.

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

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

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

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

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

Walk Down in the bidding phase is mandatory. Potential Bidders that wish to have the Walk Down must declare their intention to attend by applying in advance and specifying their preferred dates for the Walk Down. The Walk Down will be available between April 13 , 2024 and April 18, 2024. Based on the applications received, the Purchaser will determine the exact date of the Walk Down and notify the Bidders accordingly. Upon completion of the walk-down, Bidder shall provide Purchaser with a Walk-down Report or include the findings in the Technical Approach Plan.

E. INTEGRAL PARTS OF THE BID

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 | COMPLIANCE MATRIX |
| Attachment no.10 | STATEMENT OF QUALITY MANAGEMENT SYSTEM (for Bidder; group of bidders) |
| Attachment no.11 | CONFIDENTIALITY STATEMENT |
| Attachment no.12 | DRAFT CONTRACT (with filled-out blank fields, for procedures including negotiations it does not have to be signed and stamped) |



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.



Chapter 3

TECHNICAL SPECIFICATION

Technical Specification No. SP-ES5134 is enclosed hereto and represents an integral part of the Bidding Documentation. We expect the Bidder to consider the Purchaser's Technical Specification in his quotation and give comments (if necessary).



Chapter 4

BID FORM

Bid form is enclosed hereto as attachment and represents an 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 for its subcontractor (s) (if any) as listed in the forms below:

BID FORM

For (subject of the Bid) : Replacement of Waste Evaporator Package – WPEVWD01

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 "Replacement of Waste Evaporator Package – WPEVWD01" 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:

Item	Scope of Services and Delivery	Fixed price in EUR (excl. VAT)
1	Design & Engineering	
2	Procurement & Manufacturing	
2.1	Hardware	
2.2	Required/recommended <i>Spare Parts</i> and consumables Spare parts (unit pricing for each offered spare part shall be provided as an attachment)	
3	Temporary modifications, if any	
4	Installation & Commissioning	
5	Transportation	
	Total	
	Portion of subcontractors' price in services	
	Portion of subcontractors' price in hardware	
	Mark-up for subcontractors' scope of work (%)	

*Note: The prices under 1 through 5 already include here provided Contractor's mark-up value for subcontractors' scope of work.

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. Warranted performance:
 - a) The processing capacity (flow rate) will be _____l/min (minimum operational requirement is 30 l/min).
 - b) The efficiency of distillation will be _____ppm of boron (minimum requirement is ≤ 10 ppm).
4. We agree that subcontractor markup percentage (for any additional services and supplies not included in the original contract but necessary for project completion) shall not exceed: _____ (%).
5. 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.
6. We agree that the Bid is binding for us 90 days from the date of the Bids Opening and that it can be accepted by the Purchaser any time within the 90 days' period.

Place and Date:

Stamp:

Signature of Authorized Bidder's
Representative

BIDDER DECLARATION OF ELIGIBILITY
--

We

.....

.....

HEREBY DECLARE

Under criminal and material responsibility,

1. We are registered by public agency or the relevant court for the field of activity that is subject of this public procurement.
2. We comply with ZVISJV for the scope of contractual work (if applicable and requested in Technical specification).
3. We are not the subject of initiated compulsory settlement, bankruptcy or liquidation proceedings or other procedure that may result in or which purpose is the winding up of operation; and whatever other procedure similar to procedures stated above in accordance with the regulations of the country of our origin.
4. That our law does not forbid us to sign the Contract.
5. On the day of expiration of the Deadline for Bid Submittal we are not on the register of economic entities with pronounced side sanctions of exclusion from public procurement procedures from paragraph 4 of 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-ES5134, Rev. 0. Our quality management system is described in document
.....
(document ID, title, revision number).
9. Our annual revenue exceeds eight (8) million EUR for each of the past five (5) years (applicable for main contractor or the lead partner in a joint venture).

Place and Date:

Stamp:

Signature of
Representative

Authorized

Bidder's

**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:

Replacement of Waste Evaporator Package – WPEVWD01

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

Replacement of Waste Evaporator Package – WPEVWD01

Name and head office:

TAX number:

Registration number:

IBAN:

Statutory representative:

Scope of services and delivery to be performed by subcontractor:

.....

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

.....

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

Place of performance of work:

.....

Deadline for performance of work:

.....

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

Please indicate your option:

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

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

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

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

Place and Date:

Stamp:

Bidder's Signature:

Subcontractor's Signature:

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

We have at least one (1) confirmed reference (as company) regarding the successful design, furnishing, manufacturing, testing, inspection, delivery, installation and commissioning of a Liquid Waste Processing System for a PWR nuclear power plant (either as replacement or refurbishment of old systems or for new-built NPPs) within the past 15 years. The reference project shall be valued at a minimum of two (2) million EUR.

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

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:

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

Subject of the Bid:

Replacement of Waste Evaporator Package – WPEVWD01

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:

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:

Replacement of Waste Evaporator Package – WPEVWD01

Specialist Area	Specialist Full Name	Name of the Company	Reference Project
The Responsible Project Manager in charge of the Replacement of the Waste Evaporator Package required by the scope of this project shall have experience in leading at least one project (including the onsite activities) in PWR nuclear power plants pertaining to design and replacement / implementation activities on the same NPP system (Liq. WP) or PWR NPPs primary side systems (NSSS) or in liquid radioactive waste processing facilities in the last eight (8) years.			
The Responsible Project Design Engineer in charge of designing the Replacement of the Waste Evaporator Package required by the scope of this project shall have experience in being the responsible design engineer in at least one project pertaining to design activities on the same NPP system (Liq. WP) or PWR NPPs primary side systems (NSSS) or in liquid radioactive waste processing facilities in the last eight (8) years.			
The Responsible Site Manager in charge of the Waste Evaporator Package Replacement required by the scope of this project shall have experience in on-site oversight and coordination of at least one project pertaining to replacement / implementation activities on the same NPP system (Liq. WP) or PWR NPPs primary side systems (NSSS) or in liquid radioactive waste processing facilities in the last eight (8) years.			

Place and Date:

Stamp:

Signature of Authorized Bidder's Representative:

Attachment no.13 BIDDERS'S CERTIFICATE OF REFERENCED PERFORMANCE

Attachment no.14 PERSONNEL CAPABILITIES

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

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

Under criminal and material responsibility,

HEREBY DECLARES,

A. COMPLIANCE WITH TECHNICAL REQUIREMENTS

☐ OPTION 1

We confirm that we will fully meet technical and all other requirements as specified in NEK Technical Specification No. without any deviations.

☐ OPTION 2

We confirm that we will partially meet technical and all other requirements as specified in NEK Technical Specification No. with the deviations listed in the Compliance Matrix (Attachment 9).

The deviations are detailed further in the accompanying documents.

.....
Instructions to Bidder:

- Please select either Option 1 or Option 2 by marking the checkbox.
- If selecting Option 2, provide a detailed list of all deviations and ensure that these are well-documented in your accompanying bid documents.

B. COMPLIANCE WITH QA REQUIREMENTS

We hereby confirm that we will satisfy all relevant quality requirements of QS-610, rev.2. By endorsing this statement, we further accept the responsibility to ensure that any subcontractors we engage will also comply with the relevant quality requirements of QS-610, rev.2.

Place and Date:

Stamp:

Bidder's Signature

COMPLIANCE MATRIX TO NEK TECHNICAL SPECIFICATION

Bidder:

Compliance matrix to NEK Technical Specification SP-ES5134, Rev. 0				
Section	Title/Content	Info/Scope/Out of scope	Compliance Response (COMPLIANT, NO, CLARIFICATION)	Comment
1	Background			
2	Definitions			
3.1	Services to be provided by Contractor			
3.2	Engineering and Design Activities			
3.3.	Project Management			
3.4	Procurement, Supply and Manufacturing			
3.5	Installation, Erection, Testing Activities and Start-up			
3.6	Revision of the documentation and project closure			
3.7	Health and Safety			
4	Safety Classification of Contracted Work			
5	Design Inputs			
6	Applicable NEK- Contractor Design Control Program			
7	Applicable Codes, Standards, Design Criteria and References			
8	Identification of Affected System(s)			
9	Identification of Affected Equipment			
10	Supplemental Data			
11	Document Submittal			
11.2	Project Execution Phase			
11.3	Additional Requirements			
12	Performance Requirements			
13	Material Requirements			

14	Fabrication and Assembly			
15	Inspections and Tests			
16	Qualification, Parts Classification & Document Traceability			
17	Other Requirements			
18	Cleaning			
19	Corrosion Protection / Coating			
20	Marking and Identification			
21	Packaging, Handling and Storing			
22	Source Inspection / Surveillance Notification			
23	Non Conforming Materials			
24	Special Handling			
25	Shelf Life			
26	10CFR21 Reporting			
27	Commercial Grade Item Dedication			
28	Supplier Documentation Requirements			
29	Repair Records			
30	Shipping Requirements			
31	N/A			
32	N/A			
33	Review & Verification of Work			
34	Schedule Requirements			
35	Status Reporting Requirements			
36	Work or Information to Be Provided by NEK			
37	Change of Work Scope			
38	Records			
39	Organizational Contacts			
40	Contractor's Technical Approach to the Work			
41	Access to Contractor Facility and Documents			
42	Subcontracted Work			
43.1	Quality Assurance Requirements - General			
43.2	Quality Manual			
43.3	Contractor's Responsibilities for Sub-contractors			

43.4	Inspections			
43.5	Notification Points			
43.6	STOP/Hold Points			
43.7	Documentation			
44	NEK Proprietary Data			

Place and Date:

Stamp:

Bidder's 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, if it has not been previously sent to NEK.

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

Place and Date: _____

Bidder's stamp:

CONFIDENTIALITY STATEMENT

Based on Articles 39 and 40 of the Law on Commercial Companies (Official Gazette of the Republic of Slovenia No. 30/93, 29/94, 82/94 and 20/98) the below documents:

.....

.....

.....

.....

.....

(hard copies.) 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:

Recipient (Bidder- name of the company)

Recipient's Authorized
Representative

NEK's Authorized Representative
