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

POVABILO IN RAZPISNA DOKUMENTACIJA ZA ODDAJO JAVNEGA NAROČILA

PO POSTOPKU S POGAJANJI Z OBJAVO – 45. člen ZJN-3

JAVNI RAZPIS:

ZAVAROVANJE PREMOŽENJA NEK

VSEBINA RAZPISNE DOKUMENTACIJE:

1. **POVABILO K ODDAJI PONUDBE**
2. **NAVODILO ZA IZDELAVO PONUDBE**
3. **MERILA ZA VREDNOTENJE**
4. **PONUDBA**
5. **POGOJI ZA UGOTAVLJANJE SPOSOBNOSTI IN NAČIN DOKAZOVANJA SPOSOBNOSTI**
6. **IZJAVE PONUDNIKA**
7. **VZOREC ZAVAROVALNE POLICE**

KRATICE:

NEK	Nuklearna elektrarna Krško, d. o. o., Vrbina 12, 8270 Krško
ZJN-3	Zakon o javnem naročanju (UL RS 91/15, 14/18, 121/21, 10/22, 28/23)
ZZavar-1	Zakon o zavarovalništvu (UL RS 93/15, 9/19, 102/20, 48/23)
OZ	Obligacijski zakonik (UL RS 97/07)
ZPVJN	Zakon o pravnem varstvu v postopkih javnega naročanja (UL RS 43/11, 63/13, 60/17, 72/19)
PJN	Portal javnih naročil

1. POVABILO K ODDAJI PONUDBE

NEK (v nadaljnjem besedilu: Naročnik) na podlagi ZJN-3 poziva ponudnike, da predložijo ponudbe za **zavarovanje premoženja NEK.**

Gorazd Pfeifer
Predsednik uprave

Saša Medaković
Član uprave

Krško, 3. 9. 2024

NUKLEARNA ELEKTRARNA
KRŠKO, d.o.o.
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2. NAVODILO ZA IZDELAVO PONUDBE

2.1 Zakoni in predpisi

Zavarovalna pogodba se sklene na podlagi določb ZJN-3, ZPVJN, ZZavar-1 in OZ ter ostale ustrezne zakonodaje, ki ureja to področje.

Postopek se izpelje v skladu z navedenimi predpisi. Ponudnik bo za predmet javnega naročila izpolnil in upošteval vsa določila veljavne zakonodaje.

Na javnem razpisu lahko konkurira vsak gospodarski subjekt, ki je registriran za dejavnost, ki je predmet javnega razpisa in ima za opravljanje dejavnosti vsa predpisana dovoljenja.

2.2 Osnovni podatki o naročilu

Predmet naročila:	**ZAVAROVANJE PREMOŽENJA NEK**	
Oznaka naročila:	MD 0001/2024	
Vrsta postopka:	Postopek s pogajanji z objavo – 45. člen ZJN-3	
Kratek opis naročila:	Zavarovanje premoženja, ki ga ima NEK v lasti ali posesti in se nahaja na fizično nadzorovanem območju NEK.	
Rok za izvedbo naročila:	6. 11. 2024	
Oddaja ponudb:	**Rok**	**Naslov**
	3. 10. 2024 do 12:00	Elektronsko na objavljeni povezi na PJN
Odpiranje ponudb:	**Čas**	**Kraj**
	3. 10. 2024 ob 13:00	Elektronsko na povezavi kot je podrobno opisano v točki 2.16
Kontaktna oseba naročnika:	Jernej Bizjak	
E-pošta:	jernej.bizjak@nek.si	

2.3 Predmet javnega naročila – obseg del

Predmet javnega naročila je zavarovanje premoženja, ki ga ima NEK v lasti ali posesti in se nahaja na fizično nadzorovanem območju NEK, v vrednosti 2.500.000.000,00 EUR.

Zavarovalna vsota za zavarovalno polico je 2.500.000.000,00 EUR.

Limit zavarovalnega kritja je 700.000.000,00 EUR.

Limit zavarovalnega kritja za zavarovalni primer terorizma je 400.000.000,00 EUR.

Odbitna franšiza (udeležba naročnika na škodi) je 5.000.000,00 EUR.

Zavarovalni primeri so:

- požar
- udar strele

- eksplozija
- padec letala
- demonstracija
- potres
- vihar
- poplava
- udarec
- jedrska nesreča
- strojelom
- terorizem

Zavarovalno obdobje je od vključno 6. 11. 2024 do vključno 5. 11. 2025.

Zavarovalna premija se plača v treh obrokih.

Javno naročilo NI razdeljeno na sklope.

2.4 Način oddaje javnega naročila

Za oddajo predmetnega javnega naročila se izvede postopek s pogajanji z objavo v skladu z 45. členom ZJN-3, pri katerem lahko vsi, ki imajo interes pridobiti javno naročilo, predložijo svoje ponudbe, pripravljene skladno z vnaprej določenimi zahtevami naročnika iz razpisne dokumentacije.

Naročnik bo na podlagi v nadaljevanju navedenih pogojev opravil pogajanja z vsemi ponudniki, ki bodo izpolnili naročnikove pogoje ter na podlagi meril izbral najugodnejšega ponudnika ter z njim sklenil zavarovalno pogodbo.

2.5 Razpisna dokumentacija

Razpisna dokumentacija je objavljena na PJN ter v UL ES.

Ponudniki morajo natančno pregledati razpisno dokumentacijo. Neizpolnitev vseh zahtev iz razpisne dokumentacije ima za posledico, da se ponudba izloči iz nadaljnjega postopka oddaje javnega naročila. Vse ponudbe morajo v celoti upoštevati razpisno dokumentacijo in morajo izpolnjevati vse pogoje za sodelovanje v tem postopku javnega naročanja.

Če se ugotovi kakršen koli razlog za izločitev ponudbe, naveden v ZJN-3, bo ponudba izločena.

2.6 Predložitev ponudbe

Ponudba se šteje kot pravočasno oddana, če jo naročnik prejme elektronsko kot je to določeno spodaj do datuma in ure **objavljene v tem dokumentu oz. na PJN**.

Oddaja ponudb bo potekala po elektronskih komunikacijskih sredstvih, v skladu s 37. členom ZJN-3.

Za oddano ponudbo se šteje ponudba, za katero je gospodarski subjekt prejel na ekranu e-potrdilo o oddaji - v naročnikovem sistemu je vidna kot aktivna.

Naročnik lahko po svoji presoji podaljša rok za oddajo ponudb. V takem primeru bo spremembo roka za oddajo ponudb objavil na Portalu javnih naročil.

Ponudbe morajo biti do zahtevanega datuma in ure predložene elektronsko, in sicer:

- v prvem koraku se registrirate kot ponudnik razen, če ste se kot ponudnik že registrirali (potrebna zgolj ena (prva) registracija za vse kasnejše dostope do sistema).
- po opravljeni registraciji, ponudbo predložite na spletni povezavi, ki je objavljena na Portalu javnih naročil (http://www.enarocanje.si).

Podrobnejša navodila v zvezi z registracijo in elektronsko oddajo ponudb so dostopne na spletnem mestu http://dobavitelji.nek.si in http://suppliers.nek.si in veljajo zgolj za namene e-oddaje ponudbe.

Gospodarski subjekt lahko do roka za oddajo ponudb svojo ponudbo umakne. Če ponudnik v informacijskem sistemu svojo ponudbo umakne, se šteje, da ponudba ni bila oddana in je naročnik v sistemu tudi ne bo videl.

Po preteku roka za predložitev ponudb ponudbe ne bo več mogoče oddati.

Gospodarske subjekte opozarjamo, da naj si pravočasno zagotovijo vse potrebno za oddajo ponudbe v elektronski obliki in poskrbijo za pravočasno registracijo. Odgovornost gospodarskega subjekta je, da si zagotovi vse potrebno za pravočasno elektronsko oddajo ponudb. V izogib kasnejšim težavam prosimo preverite v spletni aplikaciji ali je vaša ponudba v statusu »active«.

Zahtevano ponudbeno dokumentacijo izpolnite, skenirajte in jo kot priponko predložite elektronsko na predvidenem naslovu za elektronsko oddajo ponudb v informacijski sistem naročnika. Velikost posamezne datoteke ne sme presegati 30 MB. Ponudnik lahko priloži več prilog omenjene velikosti. Zaželeno je, da se skenira več dokumentov skupaj in predloži eno datoteko, ki ne presega 30 MB.

V primeru dvoma se šteje, da velja skenirana/preslikana ponudba in ne podatki, ki so bili vneseni neposredno v elektronsko aplikacijo naročnika.

Gospodarski subjekt nosi vse stroške v zvezi s pripravo ponudbe in morebitnimi pogajanjih ter vpogledi v ponudbe.

2.7 Prepozno dostavljene ponudbe, sprememba in umik ponudbe

Po preteku roka za predložitev ponudb ponudbe ne bo več mogoče oddati.

Oddaja dopolnitev, sprememb in umika ponudb je opredeljena v Navodilih v zvezi z registracijo in oddajo ponudbe v elektronski obliki v sistemu iz točke 2.6 te razpisne dokumentacije.

V primeru, da ponudnik do roka za oddajo ponudb dostavi še dopolnitev ponudbe oz. ponudbo s popustom, mora ta obvezno vsebovati tudi izjavo oz. soglasje morebitnih podizvajalcev, oz. če je skupna ponudba, tudi soglasje oz. izjavo vseh ostalih ponudnikov, da se strinjajo s popustom. V nasprotnem primeru se dopolnitev ponudbe ne bo upoštevala.

Razpisno dokumentacijo je potrebno upoštevati in predložiti vse zahtevane in verodostojne dokumente. Tako opremljena ponudba se bo štela za pravilno.

2.8 Jezik

Ponudba in vse obvezne sestavine ponudbene dokumentacije so lahko napisane v slovenskem, hrvaškem ali angleškem jeziku.

2.9 Veljavnost ponudbe

V ponudbi mora biti točno naveden datum, do katerega velja ponudba. Ponudba mora veljati vsaj še 90 dni po datumu odpiranja ponudb.

V izjemnih okoliščinah bo naročnik lahko zahteval, da ponudniki podaljšajo čas veljavnosti ponudb za določeno dodatno obdobje. Ponudnik lahko zavrne zahtevo. Od ponudnika, ki se z zahtevo strinja, ne bo zahtevano ali dovoljeno, da razen podaljšanja veljavnosti ponudbe, kakorkoli drugače spreminja ponudbo, razen v skladu z 89. členom ZJN-3

2.10 Valuta, cena in načini plačila

Valuta v ponudbi je EUR (evro).

Plačila zavarovalnih premij bodo izvedena v evrih in v skladu s plačilnimi roki, navedenimi v vzorcu zavarovalne police.

Ponudbena cena pokriva celoten obseg zavarovanja, kot opisuje vzorec zavarovalne police, ki je sestavni del te razpisne dokumentacije.

Naročnik bo očitne računske napake odpravil ob pisnem soglasju ponudnika na naslednji način:

- kjer se bo pojavila razlika med zneski, izraženimi v številkah, in zneski, izraženimi z besedami, bo naročnik upošteval zneske, izražene v številkah;
- kjer se bo pojavila napaka pri ceni brez davka in ceni z davkom, bo naročnik upošteval ponudbeno ceno brez davka in pravilno preračunal ceno z davkom;
- kjer se bo pojavila napaka v množenju cene na enoto in količine, bo naročnik upošteval ceno na enoto in bo popravil skupni zmnožek;
- kjer se bo pojavila napaka v seštevku, bo naročnik popravil seštevek.

Pri odpravi računskih napak se količina in cena na enoto ne smeta spreminjati.

2.11 Stroški ponudbe

Vse stroške, povezane s pripravo in predložitvijo ponudbe, nosi ponudnik.

2.12 Pojasnila, popravki, spremembe ali dopolnitve razpisne dokumentacije

Če bi ponudniki potrebovali morebitna pojasnila glede razpisne dokumentacije, naj svoja vprašanja pošljejo na PJN do datuma, ki je naveden na PJN. Naročnik bo odgovoril na vprašanja na portalu najkasneje do šest dni pred rokom za predajo ponudb.

Vsi odgovori bodo del razpisne dokumentacije za pripravo ponudb.

Naročnik si pridržuje pravico do spremembe razpisne dokumentacije, vendar ne pozneje kot 6 dni pred rokom za predajo ponudb, na svojo pobudo ali kot odziv na predlog morebitnega ponudnika. Spremembo je treba objaviti na PJN. Rok za oddajo ponudb ostane nespremenjen.

2.13 Skupna ponudba

Če kot ponudnik nastopa skupina ponudnikov, mora pogoje za osnovno sposobnost ponudnika, pogoje za ekonomsko in finančno sposobnost ponudnika, pogoje, ki se nanašajo na organiziranost ponudnika izpolnjevati vsak poslovni subjekt v ponudbi, referenčne pogoje, ter razpoložljive zavarovalne/pozavarovalne kapacitete pa lahko izpolnjujejo vsi ponudniki skupaj.

Pravni akt o skupnem nastopu (podpisana in žigosana pogodba med vsemi partnerji) morajo predati vsi ponudniki, tako da jasno določijo:

- glavnega ponudnika (tudi glavni partner) pri izvajanju javnega naročila;
- pooblastilo glavnemu ponudniku (tudi glavnemu partnerju) in osebi, pooblaščeni za podpis ponudbe, da lahko v imenu skupnih ponudnikov odda zavezujočo ponudbo;
- obseg storitev (natančno specifikacijo vrste in obsega storitev), ki jih bodo izvedli posamezni ponudniki, in njihovo odgovornost;
- izjavo, da so vsi ponudniki, ki sodelujejo v skupni ponudbi, seznanjeni z Navodili za ponudnike, pogoji razpisne dokumentacije in merili za dodelitev javnega naročila in da se v celoti strinjajo z njimi;
- izjavo, da so vsi ponudniki seznanjeni s plačilnimi pogoji iz razpisne dokumentacije, ter
- določbo o solidarni odgovornosti vseh ponudnikov v skupni ponudbi.

2.14 Variantne ponudbe

Variantne ponudbe niso dopustne in ne bodo upoštevane.

2.15 Način izvedbe pogajanj

Po pregledu ponudb bo Naročnik ponudnike, ki izpolnjujejo pogoje iz razpisne dokumentacije in ZJN-3, povabil na pogajanja.

Naročnik se bo lahko pogajal o vsem.

Pogajanja bodo potekala v enem krogu v prostorih NEK. Po koncu pogajanj bo naročnik povabil ponudnike k elektronski oddaji končne ponudbe. V povabilu k oddaji končne ponudbe bo naročnik poslal navodila za oddajo primerljivih ponudb, ki jih bo naročnik ocenil na podlagi meril iz razpisne dokumentacije. Končne ponudbe bodo oddane pisno, naročnik pa jih bo odprl na javnem odpiranju končnih ponudb.

2.16 Odpiranje ponudb

Odpiranje ponudb bo izvedeno v informacijskem sistemu naročnika po preteku 60 min od ure in datuma, kot je to določeno v obvestilu o naročilu, objavljenem na Portalu JN oziroma v razpisni dokumentaciji. Podatki o odprtih ponudbah bodo dostopni na linku https://red.maxapex.net/apex/f?p=30300138. Prikazani bodo podatki o ponudnikih, o variantah, če so bile zahtevane oziroma dovoljene in ponudbena vrednost (brez DDV).
Podatki o vseh oddanih ponudbah po ZJN-3 bodo vidni v 15 minutah po roku za odpiranje ponudb in bodo še dve (2) uri dostopni na zgoraj navedenem naslovu.

Ponudnikom, ki so oddali ponudbo, bo pdf. zapisnik poslan tudi preko informacijskega sistema najkasneje v petih (5) dneh od odpiranja ponudb.

Šteje se, da je na ta način zagotovljeno javno odpiranje ponudb, saj je pod navedenimi pogoji zainteresirani javnosti brez omejitev mogočen dostop podatkov o predloženih ponudbah.

2.17 Pravna podlaga

Postopek oddaje javnega naročila se izvaja na podlagi veljavnega zakona in njegovih podzakonskih aktov, ki urejajo javno naročanje, ter v skladu z veljavno zakonodajo, ki ureja področje javnih financ, ter področje, ki je predmet javnega naročila.

2.18 Ponudbena dokumentacija

Ponudbena dokumentacija mora biti izdelana skladno z zahtevami in predlogami iz razpisne dokumentacije. Po vrsti jo sestavljajo naslednje listine oz. dokumenti:

Obrazec 1: PONUDBA
Obrazec 2: PODATKI O PONUDNIKU
Obrazec 3: IZJAVA O IZPOLNJEVANJU OSNOVNIH SPOSOBNOSTI
Obrazec 4: IZJAVA O IZPOLNJEVANJU EKONOMSKE IN FINANČNE SPOSOBNOSTI
Obrazec 5: PODATKI O REFERENČNIH STORITVAH
Obrazec 6: ESPD
Obrazec 7: VZOREC ZAVAROVALNE POLICE

- *IZPIS IZ SODNEGA REGISTRA*
- *DOKUMENTI O RAZPOLOŽLJIVIH ZAVAROVALNIH/POZAVAROVALNIH KAPACITETAH*

Ponudnik, ki odda ponudbo pod kazensko in materialno odgovornostjo, jamči, da so vsi podatki in dokumenti, podani v ponudbi, resnični in da fotokopije priloženih listin ustrezajo izvirniku. V nasprotnem primeru ponudnik naročniku odgovarja za vso škodo, ki mu je nastala.

2.19 Navodila za izpolnjevanje ponudbene dokumentacije

Listine se izpolnijo, podpišejo in žigosajo, kjer je to potrebno. Zahtevano dokumentacijo zložite po gornjem zaporedju, jo skenirajte ter jo kot priponko predložite elektronsko na predvidenem naslovu za elektronsko oddajo ponudb v informacijski sistem naročnika.
Navedbe v predloženih listinah morajo izkazovati aktualna in resnična stanja ter morajo biti dokazljive. Enakovredno veljajo kopije zahtevanih potrdil in izpiskov, razen če izvirnik ni posebej zahtevan.

Ponudniki morajo izjave predložiti na predpisanih obrazcih brez dodatnih pogojev.

Zaželeno je:

- da so vse strani v ponudbi oštevilčene, ponudniki pa v spremnem dopisu navedejo skupno število strani v ponudbi;
- da si strani v ponudbi sledijo po vrstnem redu oštevilčenja;

Obrazec 1: PONUDBA

Ponudnik izpolni in podpiše Obrazec 1. Zakoniti zastopnik ponudnika Obrazec 1 podpiše in ožigosa.

Glej točko 2.10 Valuta, cena in načini plačila iz te razpisne dokumentacije.

Obrazec 2: *PODATKI O PONUDNIKU*
Podatke izpolni vsak ponudnik, ki prevzema določen posel.

Obrazec 3: *IZJAVA O IZPOLNJEVANJU OSNOVNIH SPOSOBNOSTI*
Vsak ponudnik izpolni in podpiše priloženo izjavo.

Obrazec 4: *IZJAVA O IZPOLNJEVANJU EKONOMSKE IN FINANČNE SPOSOBNOSTI*
Vsak ponudnik izpolni in podpiše priloženo izjavo.

Obrazec 5: *PODATKI O REFERENČNIH STORITVAH*
Ponudnik izpolni in podpiše priložen obrazec.

Obrazec 6: *ESPD*
Ponudnik/partner/podizvajalec: ESPD ponudnik prejme z razpisano dokumentacijo od naročnika, ga uvozi in izpolni na spletni strani http://www.enarocanje.si/_ESPD/ ter ga v elektronski verziji predloži v ponudbi elektronsko podpisanega (ali skeniranega podpisanega).

2.20 Protikorupcijsko določilo

Pred uradno razglasitvijo izbranega ponudnika se ponudnikom ali kateri drugi osebi ne sme razkriti nobenih podatkov, povezanih s pregledom, razjasnitvijo, vrednotenjem in primerjanjem ponudb, s predlogi za izbiro ponudnika, če se to posebej ne zahteva z določenim postopkom.

Naročnik in ponudnik ne smeta delovati tako, da bi vplivala na izbiro ponudb.

Naročnik mora zavrniti ponudbo, če ponudnik, ki jo je predal, da ali je pripravljen dati trenutnemu ali prejšnjemu zaposlenemu naročnika darilo v obliki gotovine ali katerega drugega vrednega predmeta, ponudi delo ali kakšno darilo ali storitev, katere vrednost se lahko meri v valuti in s katero bi ponudnik vplival na odločitev ali nadaljnji postopek vrednotenja ponudb.

Razlogi za zavrnitev ponudbe morajo biti jasno navedeni v pismu, ki se pošlje ponudniku, in v dokumentaciji, ki je povezana z javnim naročilom.

Če se kadar koli med sklenitvijo zavarovalne pogodbe ali njeno izvedbo nedvoumno izve, da je prišlo do podkupovanja, omenjenega zgoraj, ali poskusa podkupovanja, ali da se je zavarovalna pogodba sklenila zaradi podkupovanja, ki je bilo obljubljeno ali izvedeno, neposredno ali posredno, ali če je zaposleni naročnika ali katera druga oseba z morebitnim vplivom na sklenitev zavarovalne pogodbe ali izvedbo zahteval katero koli storitev ali darilo, je zavarovalna pogodba nična ne glede na fazo njene izvedbe.

2.21 Pojasnila ponudb

Naročnik lahko na svojo pobudo prosi ponudnike za pojasnitev njihovih ponudb. Takšno prošnjo lahko posreduje ponudnikom do datuma izbire najugodnejše ponudbe.

Prošnje za razjasnitev in odgovori oz. pojasnila morajo biti v pisni obliki.

Naročnik ima pravico od ponudnika zahtevati dodatno razlago ponudbe, poleg razlogov iz člena 89 ZJN-3, če gre za kakšne nejasnosti v ponudbi. Naročnik obvesti ponudnika o nejasnostih, ki jih je treba razložiti, in določi datum za posredovanje pojasnil in dodatkov. Rok ne sme biti krajši od treh (3) dni. Če ponudnik v predpisanem roku ne uspe posredovati zahtevanih pojasnil in dodatkov k ponudbi, se takšna ponudba izloči iz postopka javnega naročanja.

2.22 *Posredovanje podatkov*

Izbrani ponudnik mora v postopku javnega naročanja ali pri izvajanju javnega naročila, naročniku na njegovo zahtevo posredovati podatke o:

- svojih ustanoviteljih, družbenikih, vključno s tihimi družbeniki, delničarjih, komandistih ali drugih lastnikih in podatke o lastniških deležih navedenih oseb;
- gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so z njim povezane družbe.

Izbrani ponudnik mora navedene podatke posredovati naročniku v roku osmih (8) dni od prejema poziva.

2.23 *Prekinitev*

Naročnik si pridržuje pravico, da kadar koli pred datumom končanja postopka javnega naročanja prekine postopek sklenitve zavarovalne pogodbe. Naročnik ne bo ponudil nadomestila za stroške, ki so jih imeli ponudniki pri zbiranju ponudbene dokumentacije, o čemer so ponudniki obveščeni.

Iz razlogov, ki jih določa osmi odstavek 90. člena ZJN-3, ima naročnik pravico, da po sprejetju odločitve o sklenitvi zavarovalne pogodbe ne podpiše.

2.24 *Informacije, ki so poslovna skrivnost*

Ponudniki morajo v zgornji desni kot označiti kot »POSLOVNA SKRIVNOST« vse dokumente v ponudbi, za katere menijo, da so poslovna skrivnost. Če so samo določeni podatki v ponudbi poslovna skrivnosti, je treba te podatke podčrtati in na koncu vrstice dopisati »POSLOVNA SKRIVNOST«. Naročnik ob tem ponudnike obvešča, da podatki, ki se štejejo za javne v skladu z določilom 2. odstavka člena 35 ZJN-3, ne morejo biti označeni kot poslovna skrivnost. Med takšne spadajo: zneski iz specifikacije, vrednost posameznih enot in celotna vrednost ponudbe. Dokumente, ki jih ponudnik formalno pravilno označi kot poslovno skrivnost, se lahko uporabijo le za postopek javnega naročanja in niso dosegljivi nikomur izven kroga oseb, ki so vključene v postopek javnega naročanja. Naročnik bo v celoti odgovoren za zaščito tajnosti podatkov, ki bi bili pridobljeni na takšen način. Takšni podatki ne bodo nikoli objavljeni.

Naročnik bo kot poslovno skrivnost obravnaval tiste podatke v razpisni dokumentaciji, ki so označeni kot »POSLOVNA SKRIVNOST«, in ne bo odgovoren za tajnost tistih podatkov, ki niso označeni, kot je predpisano, razen za tiste, ki se štejejo kot poslovna skrivnost ali zavarovani osebni podatki v skladu z veljavno zakonodajo. Če bodo kot poslovna skrivnost označeni podatki, ki ne izpolnjujejo pravnih meril, bo naročnik prosil ponudnika, da odstrani oznako »TAJNO« ali »POSLOVNA SKRIVNOST«. To opravi ponudnikov predstavnik, in sicer tako, da zapiše »BRISANO« ter to opombo datira in podpiše. Če ponudniku ne uspe izbrisati opombe o tajnosti podatkov v zahtevanem roku, lahko naročnik sam izbriše opombo »POSLOVNA SKRIVNOST«.

2.25 Zahtevek za revizijo

Vsak ponudnik, ki sodeluje v postopku javnega naročanja in meni, da postopek ni potekal v skladu z ZJN-3, lahko zahteva revizijo postopka.

Revizija bo potekala v skladu z ZPVPJN.

Vlagatelj mora zahtevku za revizijo priložiti potrdilo o plačilu takse iz 71. člena ZPVPJN v znesku 4,000.00 EUR. Taksa se plača na TRR Ministrstva za finance št. 0110 0100 0358 802 – proračun RS, referenca 11 16110-7111290-XXXXXXXX. Zadnjih osem mest predstavlja številko objave na PJN.

2.26 Obvestilo o odločitvi o oddaji naročila in sklenitev zavarovalne pogodbe

Naročnik bo sklenil zavarovalno pogodbo s ponudnikom, ki je oddal najugodnejšo ponudbo.

Naročnik bo izbral najbolj konkurenčno ponudbo in vse ponudnike obvestil na način, da bo odločitev o oddaji javnega naročila objavil na PJN.

V odločitvi bodo navedeni razlogi za izbiro ponudbe in znesek, ki ga bo naročnik plačal ponudniku za storitve po zavarovalni pogodbi.

Izbrani najboljši ponudnik mora najkasneje v osmih (8) dneh po prejetju pogodbe to pogodbo podpisati in jo vrniti naročniku. V nasprotnem primeru bo naročnik sklepal, da je ponudnik ponudbo umaknil. Od trenutka izbire najugodnejše ponudbe do začetka veljavnosti pogodbe ne smeta niti naročnik niti ponudnik sprejeti nobenih ukrepov, ki bi lahko ogrozili začetek veljavnosti zavarovalne pogodbe ter njeno izvedbo.

Naročnik si pridržuje pravico sprejeti ali zavrniti katero koli ali vse ponudbe.

3. MERILA ZA VREDNOTENJE

Merilo za izbiro najugodnejše ponudbe je **najnižja cena končne ponudbe.**

4. PONUDBA

Obrazec 1

PONUDBA

št.: _____

Predmet naročila: Zavarovanje premoženja NEK

1. Naročnik: Nuklearna elektrarna Krško, d. o. o., Vrbina 12, 8270 Krško
2. Ponudnik: | |
3. Ponudbena cena:

ponudbena cena (brez davka):		EUR
davek:		EUR
ponudbena cena skupaj z davkom:		EUR

4. Ponudba velja do _____.
5. Javno naročilo bomo izvedli tako, kot je navedeno v ponudbi in ga ne bomo prenesli na drugega izvajalca.
6. Z razpisno dokumentacijo smo seznanjeni in se z njo v celoti strinjamo.

V _____, dne_____

Ponudnik

_____
(ime in priimek pooblaščene osebe)

_____
(podpis)

5. POGOJI ZA UGOTAVLJANJE SPOSOBNOSTI IN NAČIN DOKAZOVANJA SPOSOBNOSTI

Naročnik bo priznal sposobnost ponudnikov na podlagi izpolnjevanja naslednjih pogojev:

- **osnovna sposobnost ponudnika,**
- **ekonomska in finančna sposobnost ponudnika,**
- **reference,**
- **organiziranost ponudnika,**
- **razpoložljive zavarovalne/pozavarovalne kapacitete,**

zato mora vsak ponudnik za prevzeti posel predložiti dokazilo o izpolnjevanju osnovnih, ekonomskih in finančnih, referenčnih, organizacijskih in kapacitetnih pogojev, navedenih v razpisni dokumentaciji. V nasprotnem primeru bo njegova ponudba označena za nepopolno in izločena iz nadaljnjega postopka.

5.1 Osnovna sposobnost:

a) Ponudnik ni v evidenci gospodarskih subjektov z negativnimi referencami.
b) Ponudnik je pri pristojnem sodišču ali drugem organu registriran za dejavnost, ki jo prevzema v ponudbi.
c) Ponudnik in vsi subjekti, ki prevzemajo zavarovalna tveganja po zavarovalni polici lahko v skladu z ZZavar-1 opravljajo zavarovalniške posle.
d) Ponudnik ni v stečajnem postopku, postopku prisilnega prenehanja ali prisilni poravnavi ter ni bil podan predlog za začetek katerega od omenjenih postopkov.
e) Ponudnik v skladu s predpisi države, kjer ima sedež, ali določbami države naročnika na dan oddaje ponudbe nima zapadlih, neplačanih obveznosti v zvezi s plačili prispevkov za socialno varnost in v zvezi s plačili davkov v vrednosti 50,00 EUR ali več.

Dokazilo: Izjava o izpolnjevanju osnovnih sposobnosti (Obrazec 3),

Za ponudnike, ki imajo sedež v Sloveniji, bo naročnik podatke za tč. a) en e) preveril v aplikaciji E-dosje, zato dokazil ni potrebno prilagati.

5.2 Ekonomska in finančna sposobnost

Ponudnik mora izpolnjevati naslednji pogoje:

1. da v zadnjih šestih mesecih pred izdajo potrdila, ki ne sme biti starejše od 15 dni pred datumom za oddajo ponudb, nima blokiranih računov.

Dokazilo: Izjava o izpolnjevanju ekonomskih in finančnih sposobnosti (Obrazec 4) in potrdila vseh bank, pri katerih ima ponudnik odprt račun, da račun v zadnjih šestih mesecih pred izdajo potrdila, ki ne sme biti starejše od 15 dni pred datumom za oddajo ponudb, ni bil blokiran.

5.3 Reference

Ponudnik je v zadnjih 10 letih vsako leto zavaroval ali sozavaroval premoženje vsaj ene jedrske elektrarne.

Dokazilo: Podatki o referencah, vsebinsko skladni z Obrazcem 5.

Pogoj morajo izpolniti ponudnik in partner v skupni prijavi skupaj.

Naročnik si pridržuje pravico, da navedbe preveri ter zahteva dodatna dokazila (na primer: zavarovalno polico ...) za navedene reference oziroma reference preveri neposredno pri zavarovancu.

5.4 Organiziranost ponudnika

5.4.1 Ponudnik bo dal samo ponudbo, s katero so dejanski ekonomski prevzemniki tveganja, na račun katerih se izplačujejo zavarovalnine/odškodnine, izključno in v celoti zavarovalnice in/ali pozavarovalnice.

5.4.2 Ponudnik bo dal samo ponudbo, s katero (z vidika finančnih obveznosti) naročnik prevzema samo plačilo zavarovalne premije in obveznosti iz naslova njegove udeležbe na škodi, v nobenem primeru pa naročnik ne sprejema nikakršnega tveganja in potencialnih obveznosti, ki izhajajo iz ponudbe in/ali kakršnegakoli drugačnega pravnega razmerja med naročnikom in ponudnikom, ki bi lahko pomenila prevzemanje tveganj na ne-varnostnih objektih tretjih (npr. vzajemno zavarovanje).

5.4.3 Ponudnik ni organiziran kot družba za vzajemno zavarovanje.

Dokazilo: Izpisek iz poslovnega/sodnega registra

5.5 Razpoložljive zavarovalne/pozavarovalne kapacitete

5.5.1 Ponudnik mora ponuditi celotno vrednost limita zavarovalnega kritja v višini najmanj 700.000.000,00 EUR.

Dokazilo: Dokumenti o razpoložljivih zavarovalnih/pozavarovalnih kapacitetah.

6. IZJAVE PONUDNIKA

Navodilo: Sledijo obrazci, ki morajo biti izpolnjeni, podpisani in ožigosani.

PODATKI O PONUDNIKU

V ponudbi za javno naročilo za **ZAVAROVANJE PREMOŽENJA NEK** nastopamo kot:

_____

(glavni izvajalec, partner ali vodilni partner)

Firma / naziv:	
Naslov:	
Zakoniti zastopnik oz. oseba, pooblaščena za podpis zavarovalne police:	
Matična številka:	
Številka transakcijskega računa:	
Telefon:	
E-pošta:	

Izjavljamo da smo pri:

_____

(organ, pri katerem je ponudnik registriran)

registrirani za naslednje dejavnosti:

_____

_____

Naročniku dovoljujem, da naše navedbe preveri v uradnih evidencah državnih organov, organov lokalnih skupnosti in drugih nosilcev javnih pooblastil. Za navedbe, ki jih ni možno preveriti v uradnih evidencah, bomo na poziv naročnika v določenem roku predložili zahtevana dodatna dokazila o izpolnjevanju pogojev.

Ponudnik

_____

(ime in priimek pooblaščene osebe)

_____

(podpis)

IZJAVA
O IZPOLNJEVANJU OSNOVNIH SPOSOBNOSTI

Ponudnik:_____

Izjavljamo, da:

a. nismo uvrščeni v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja;
b. smo pri pristojnem sodišču ali drugem organu registrirani za dejavnost, ki jo prevzemamo v ponudbi;
c. lahko v skladu z ZZavar-1 opravljamo zavarovalniške posle in da lahko vsi subjekti, ki prevzemajo zavarovalna tveganja po zavarovalni polici opravljajo zavarovalniške posle v skladu z ZZavar-1;
d. nismo v stečajnem postopku, postopku prisilnega prenehanja ali prisilni poravnavi ter ni bil podan predlog za začetek katerega od omenjenih postopkov;
e. v skladu s predpisi države, kjer imamo sedež ali določbami države naročnika, na dan oddaje ponudbe nimamo zapadlih, neplačanih obveznosti v zvezi s plačili prispevkov za socialno varnost in v zvezi s plačili davkov v vrednosti 50,00 EUR ali več;

in

zato naročniku dovoljujemo, da naše navedbe preveri v uradnih evidencah državnih organov, organov lokalnih skupnosti in drugih nosilcev javnih pooblastil. Za navedbe, ki jih ni možno preveriti v uradnih evidencah, bomo na poziv naročnika v določenem roku predložili zahtevana dodatna dokazila o izpolnjevanju pogojev.

Za ponudnike, ki imajo sedež v Sloveniji, bo naročnik podatke za tč. a) en e) preveril v aplikaciji E-dosje, zato dokazil ni potrebno prilagati.

V _____, dne_____

Ponudnik

_____
(ime in priimek pooblaščene osebe)

_____
(podpis)

IZJAVA
O IZPOLNJEVANJU EKONOMSKE IN FINANČNE SPOSOBNOSTI

Ponudnik: _____

Izjavljamo, da:

1. Nismo subjekt sprožene prisilne poravnave, stečaja ali likvidacijskega postopka ali kakega drugega postopka, ki lahko pomeni ali katerega namen je prenehanje našega delovanja; in kateri koli drugi postopek, podoben zgoraj omenjenim, v skladu z zakonodajo države, v kateri smo ustanovljeni in ni sprožen proti nam.
2. Smo poravnali vse zapadle obveznosti do podizvajalcev iz sklenjenih pogodb in nismo na listi ponudnikov z negativnimi referencami.

Prilagamo Potrdila vseh bank, pri katerih imamo odprt račun, da naš račun v zadnjih šestih mesecih pred izdajo potrdila, ki ni starejši od 15 dni pred datumom za oddajo ponudb, ni bil blokiran.

Naročniku tudi dovoljujemo, da naše navedbe preveri v uradnih evidencah državnih organov, organov lokalnih skupnosti in drugih nosilcev javnih pooblastil. Za navedbe, ki jih ni možno preveriti v uradnih evidencah, bomo na poziv naročnika v določenem roku predložili zahtevana dodatna dokazila o izpolnjevanju pogojev.

V _____, dne_____

Ponudnik

_____
(ime in priimek pooblaščene osebe)

_____
(podpis)

Obrazec 5

PODATKI O REFERENČNIH STORITVAH

Ponudnik: _____

Izjavljamo, da so spodaj navedeni podatki o referenčnem delu resnični ter da je ponudnik delo opravil kvalitetno in strokovno ter v skladu z zavarovalno pogodbo in navodili zavaroval ali sozavaroval jedrski objekt.

Zavarovanec:	
Naslov zavarovanca:	
Leta izvedbe:	

Zavarovanec

_____
(ime in priimek pooblaščene osebe)

_____
(podpis)

ESPD – kot na priloženi datoteki ESPD.xlm

Ponudnik/partner/podizvajalec: ESPD ponudnik prejme z razpisano dokumentacijo od naročnika, ga uvozi in izpolni na spletni strani http://www.enarocanje.si/_ESPD/ ter ga v elektronski verziji predloži v ponudbi elektronsko podpisanega (ali skeniranega podpisanega).

7. VZOREC ZAVAROVALNE POLICE

Material Damage Policy
in the name of

Inception Date:

Policy No.:

THE SCHEDULE

POLICY NO.	
THE INSURED	Nuclear Power Plant Krško, as operator
ADRESS	Vrbina 12, 8270 Krško, Slovenia
INSURERS	
THE BUSINESS	Electricity generation at the nuclear power plant at the Nuclear Site specified below
PROPERTY INSURED	All physical property owned by the Insured or held in trust by them or for which they are responsible situated at the Nuclear Site
LIMIT OF LIABILITY	700.000.000,00 EUR any one Loss and in the annual aggregate in excess of the Insured's Retained Liability
LIMIT OF LIABILITY FOR TERRORISM	400.000.000,00 EUR any one Loss and in the annual aggregate, within the above mentioned Limits of Liability
INSURED'S RETAINED LIABILITY	5.000.000,00 EUR in respect of each and every loss
PERIOD OF INSURANCE	6th November 2024 – 5th November 2025 (both days inclusive) at the location of the Insured property
PREMIUM	Without taxes: Taxes: With taxes:
PREMIUM PAYMENT	Premium payable in three equal instalments as follows: 16. 11. 2024, 1. 3. 2025 and 1. 7. 2025.
SUM INSURED	2.500.000.000,00 EUR

MATERIAL DAMAGE

1. SECTION - THE COVER

1.1. Insuring Agreement

Subject to the terms, conditions, exclusions and limitations contained herein or endorsed hereon and in consideration of the premium paid, this Policy insures sudden and accidental direct physical loss, destruction or damage (herein referred to as DAMAGE or DAMAGED) by Defined Perils and Nuclear Perils insured by this Policy to property of every description, belonging to the Insured or for which they are responsible on the Insured's licensed Nuclear Site specified in Definitions or any additional locations advised to and agreed in writing by Insurers or whilst temporarily removed therefrom anywhere in the world, provided such DAMAGE takes place during the Period of Insurance, but excluding:

a. fault, inherent or latent defect, error, deficiency or omission in construction, design, plans, specifications, engineering or surveying or faulty or defective workmanship, supplies or material;

b. wear and tear, deterioration, depletion, erosion, corrosion, wearing away, wasting, stress corrosion, cracking, slowly developing deformation or distortion or any other gradual deterioration;

   but these exclusions a. and b. shall be limited to the parts immediately affected and shall not extend to physical loss or damage insured by this POLICY to parts of the Property Insured lost or damaged as a consequence thereof.

c. machinery or plant being subject to experiments or overload or similar test requiring the imposition of abnormal conditions (other than overload or similar tests carried out with the approval of the manufacturer or by normal rules of good operational practice);

   NOTE: The checking of the correct working of the plant shall not be considered to be testing or experimenting.,

d. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

e. embrittlement, including but not limited to hydrogen embrittlement and neutron embrittlement due to prolonged neutron bombardment;

f. DAMAGE to property in course of erection where the Insured and/or the Contractor is required under the Contract Conditions to effect insurance prior to the attachment other than minor alterations to and/or extensions of existing buildings and/or plant

g. mechanically propelled motor vehicles or e-vehicles, other than in respect of DAMAGE to Property Insured arising from Nuclear Perils at any Nuclear Site owned or operated by the Insured

This Exclusion shall not however apply to DAMAGE to mechanically propelled motor vehicles or e vehicles (including vehicles designed or adapted principally for use as a tool of trade) owned by the Insured and/or for which he is responsible and being located on the Nuclear Site, which at the time of the DAMAGE do not require compulsory insurance or security under any road traffic legislation.

h. sea going vessels or any aircraft owned by the Insured and/or for which they are responsible;

i. consequential loss of any kind or description except as specifically insured hereby;

j. goods in tranport, except transports within the limits of the licensed nuclear site.

k. DAMAGE to roads, pathways, land, water, excavations, livestock, growing crops or trees or any other substance in or on land.

2. SECTION - DEFINITIONS TO THE POLICY

2.1. Hours clause

Any one DAMAGE or series of DAMAGES arising from perils Windstorm, Flood or Earhquake shall be considered a single DAMAGE provided the peril shall thus encompass a continuous period of time starting with the occurrence of the Insured's first individual DAMAGE and lasting:

- 72 consecutive hours as respects Windstorm
- 168 consecutive hours as respects Flood and Earthquake.

2.2. Spreading contamination

Radioactive contamination of Property Insured occasioned by or happening through any accidental escape of radioactivity from anything which is on the Nuclear Site.

2.3. Nuclear site

Shall mean the Nuclear Power Plant, situated in Krško, Slovenia and associated property within the boundry defined in the nuclear site license, an installation which is licensed under the Slovenian Law .

2.4. DEFINED PERIL

Defined Peril means:

(1) Fire
(2) Lightning
(3) Explosion
(4) Falling Aircraft
(5) Demonstration
(6) Earthquake

(7) Windstorm
(8) Flood
(9) Impact
(10) Breakdown
(11) Terrorism

2.4.1. Definitions

1. Fire

Fire shall mean fire which occurs outside a furnace or fire which has expanded outside a fireplace and is able to develop further by its own force.

2. Lightning

Lightning is restricted to DAMAGE by lightning and caused by its force or its temperature, and DAMAGE by the falling of objects knocked down by lighting.

3. Explosion

Explosion shall mean a sudden bursting of force based on the physical tendencies of steam and gases to expand.

Explosion, as defined of any Vessel under pressure (boilers, pipes and similar) exists when the walls of the vessels are perforated to such an extent that instantaneous levelling of the internal and external pressure takes place.

This insurance does not cover DAMAGE, which is consequential to the reduction of pressure in the vessel.

4. Falling aircraft

(a) Impact by aircraft or other aerial device is deemed to be falling of any kind of aerial device on Property Insured.

(b) The insured peril of falling of an aerial device will be deemed to have occurred if Property Insured suffers DAMAGE by direct impact of an aerial device or part of an aerial device, or by objects falling from such aerial devices.

5. Demonstration

Demonstration is deemed to be an organised or a spontaneous public expression of the mood of a group of citizens.

The insured peril will be deemed to have occurred if Property Insured is DAMAGED in any way by the action of a group of citizens taking part in a demonstration (demolition, breakage, fire, pulling down and over-turning, etc.) but not by Terrorism.

6. Earthquake

This insurance covers DAMAGE caused by earthquake originating in one epicentre whose destructive force at the surface of the ground exceeds 5 degrees on the Mercalli intensity scale.
Earthquakes preceding the main shock in the area of the same fissure and settling down of the ground after the main shock is deemed, together with the main shock as one occurrence of DAMAGE.

7. Windstorm

(a) Windstorm shall mean wind with a speed equal to or in excess of 17.2 metres per second and/or 62 km per hour (force eight on the Beaufort Scale).

(b) This Insurance covers DAMAGE to Property Insured by:

i) direct action of the storm;

ii) direct impact of a fallen object or by the impact of an object carried by the storm.

8. Flood

Flood shall mean the sudden unexpected flooding of the terrain by permanent water (rivers, lakes, seas, etc.) due to water flowing out from a water-course or breaking through a bank or defensive dyke or dam, an overflow due to an extremely high tide and waves of extraordinary force on seas and lakes and due also to water coming from artificial lakes. Unexpected flooding of the terrain occurring as a consequence of a cloudburst is also deemed to be flood.

Insurance against flood covers only DAMAGE caused to Property Insured during the flood and immediately after the water recedes.

9. Impact

This insurance covers DAMAGE to the insured building caused by impact of motor cars or mobile working machines with the insured building.

10. Breakdown

Breakdown means any sudden and unforeseen DAMAGE resulting from:

(a) the actual failure, breaking, distortion or burning out of any mechanical or electrical machinery while in use arising out of:

(i) mechanical or electrical defects in the machinery,

(ii) failure or fluctuation of electricity supply,

(iii) an action or omission by the operator in the course of operating the Machinery and Plant,

(b) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement is necessary,

causing sudden stoppage of its function and necessitating immediate repair or replacement before normal working can be continued.

11. Terrorism

Shall mean:

DAMAGE as a consequence of acts of terrorism, as defined herein, providing that the Insured has paid or agree to pay the insurance premium established in the Schedule.

For the purpose of this cover terrorism is defined as any act, or series of acts related to each other in time and/or intention, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2.5. NUCLEAR PERILS

Shall mean:

(a) Excessive temperature within a nuclear Reactor consequent upon a sudden, uncontrolled, unintentional and excessive increase or release of energy or upon the failure of the cooling system;

(b) Contamination by radioactivity occasioned by or happening through any accidental escape of radioactivity from anything which is on the Nuclear Site.

2.6. Insured's retained liability

Shall mean the amount stated in the Schedule for which indemnity is not provided by this Policy.

3. SECTION - EXTENSIONS

Subject to the Limits of Liability not being exceeded in the event of DAMAGE insured by this policy cover extends to include:

3.1. Debris removal

All costs and expenses necessarily incurred by the Insured with the consent of the Insurers in removing but not storing the debris including dismantling demolishing and shoring or

propping-up of the property insured which suffers such DAMAGE and temporary repairs carried out for the purpose of preventing further DAMAGE or for the protection of life.

This Extension excludes all such costs and expenses arising from pollution or contamination elsewhere than at premises owned or occupied by the Insured.

Subject to a maximum limit of indemnity of 12.000.000,00 EUR any one event in respect of this item.

3.2. Making safe and decontamination

(a) All costs and expenses necessarily incurred by the Insured in making safe and/or decontaminating and/or isolating any part of the property accidentally contaminated by radioactivity, including the removal and disposal but not storage of contaminated materials liquids or gases or of nuclear fuel.

(b) Notwithstanding anything contained herein to the contrary, this insurance will also include such costs and expenses incurred in making safe, decontaminating or isolating but not storing property contaminated by the normal operation of the Reactor as may be incurred solely in order to reinstate property which has incurred DAMAGE by any incident insured hereby, but excluding all such costs and expenses arising from pollution or contamination elsewhere than at the premises owned or occupied by the Insured.

It is the condition precedent to recovery under this clause that the insurer shall have paid, or agreed to pay for DAMAGE as insured to the Property Insured hereunder unless such payment is precluded solely by the operation of any Insured retained liability.

3.3. Coolant loss

Coolant loss from the Coolant circuit of any Nuclear Reactor as a direct result of such DAMAGE.

3.4. Fees

(a) Fees and related costs necessarily incurred in the reinstatement of the property insured consequent upon DAMAGE.

(b) Reasonable charges payable by the Insured for services and legal costs for producing such evidence as may be required by the Insurers for the purpose of investigating or verifying any claim.

Subject to a maximum limit of indemnity of 12.000.000,00 EUR any one event in respect of this item.

3.5. Expediting expenses and additional hire charges

Extra charges for work on public holidays, night work, overtime, express freight (including airfreight) and additional hire charges and the like reasonably incurred in the reinstatement of property insured following such DAMAGE are indemnifiable.

3.6. Additional cover and waiver

Where required in any contract or other agreement entered into with the Insured's Contractors or Sub-Contractors providing services, materials, parts or equipment in connection with the construction, modification or operation of the Nuclear Siteinsured by this policy cover, this insurance extends to cover DAMAGE arising from Nuclear Perils to the plant and equipment and other property belonging to such Contractors or Sub-Contractors or for which they or the Insured are or could be held responsible on the site of the Nuclear Site insured by this policy cover in so far as they are not insured by any other Policy of Insurance and only to the extent specified in such contract or agreement.

Further Insurers agree to waive any rights, remedies or relief they may become entitled to by subrogation against such Contractors or Sub-Contractors in respect of any DAMAGE to the Property Insured by this policy cover following the action of a Nuclear Peril as defined in this policy cover.

3.7. Reinstatement

In the event of such DAMAGE to the Property Insured the basis upon which the amount payable in respect of such property is to be calculated shall be the cost of reinstatement of the property lost, destroyed or damaged. For the purposes of this memorandum "reinstatement" shall mean the carrying out of the aforementioned work namely

(a) where property is lost or destroyed the rebuilding of the property if a building or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new;

(b) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

When any property insured suffers such DAMAGE in part only the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly lost or destroyed.

No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated herein shall be made until the cost of reinstatement or a sum equal to the calculated cost of reinstatement shall have been actually incurred in reinstatement or replacement as aforesaid.

4. SECTION - GENERAL PROVISIONS

4.1. Limits of liability

The liability of the Insurers under this Cover shall not exceed:

(a) In the whole the Limit of Liability as shown in the Schedule,

(b) In respect of any item or clause its sum insured or limit as stated in the Schedule or within the Policy at the time of the DAMAGE.

4.2. Reinstatement of limits of liability

Following DAMAGE the Limits of Liability will be reinstated as follows:

(a) In respect of locations other than the location where the DAMAGE has occurred, at the request of the Insured and subject to the agreement of the Insurers, subject to payment of premium to be agreed between Insured and the Insurers.

(b) At the location where the DAMAGE has occurred, at the request of the Insured but in respect of undamaged property only and subject to the agreement of the Insurers subject to payment of premium to be agreed between Insured and the Insurers.

4.3. Explosion

In respect of any vessel, machinery or apparatus or its contents belonging to or under the control of the Insured, which requires to be examined to comply with any Statutory Regulations insurance against destruction or damage thereto caused by an explosion originating therein, is subject to the provision that such vessel machinery or apparatus shall be so inspected in accordance with such Regulations.

5. SECTION - SPECIAL CONDITIONS

5.1. The Insurers shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

5.2. Warranties

Every warranty to which this Cover or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Cover.

Non-compliance with any such warranty in so far as it increases the risk of DAMAGE shall be a bar to any claim in respect of such DAMAGE provided that whenever this Cover is renewed a claim in respect of DAMAGE occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

5.3. Non-invalidation

The insurance by this Cover shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured, provided that the Insured immediately they become aware thereof shall give notice to the Insurers and pay an additional premium if required.

5.4. Insured's retained liability

The amount payable under this Cover will be reduced by the amounts of the Insured's Retained Liability stated in the Schedule in respect of each and every Loss as ascertained after the application of all other terms and conditions of the cover.

6. SECTION - GENERAL EXCLUSIONS

This Policy does not provide insurance in respect of

6.1. Radioactive contamination

(a) Loss or destruction of or damage to any property or any loss or expense resulting or any consequential loss;

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

(i) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(ii) except as provided in Clause 3.2. (B) (EXTENSIONS) above herein in respect of irradiation or contamination of property insured by radioactivity from the normal operation of a nuclear reactor;

(iii) any location other than a Nuclear Site insured by this policy by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, except in respect of Spreading Contamination

(iv) any location other than a Nuclear Site insured by this policy by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, except in respect of Spreading Contamination.

6.2. War and kindred risks

Insurers shall have no liability for any Loss or Damage directly or indirectly caused or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or requisition, expropriation, nationalisation or destruction of or damage to property by or under the order of any Government or public or local authority.

6.3. Deliberate acts of government or any state, provincial or public authority

Loss to or any consequential Loss resulting from Loss to any property whatsoever due to the deliberate act of any Government or any State, Provincial or Public Authority of closure, confiscation, requisition, seizure or destruction other than such act undertaken for the purpose of preventing the spread of Loss or for the protection of life.

6.4. Pollution

DAMAGE caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by pollution or contamination which itself results from a Nuclear Peril.

6.5. Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of DAMAGE directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quality.

6.6. Mould

Any DAMAGE, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus spores or other micro organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is

(1) any damage to property;

(2) any insured peril or cause whether or not contributing concurrently or in any sequence;

(3) any loss of use occupancy or functionality; or

(4) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

6.7. Fraudulent or Dishonest Acts

Loss caused by fraudulent or dishonest acts committed by the Insured.

6.8. Cyber and Data

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1. Cyber Loss, unless subject to the provisions of paragraph 8.2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 8.3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion or Nuclear Perils which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8. Cyber Incident means:

8.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9. Computer System means:

9.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

6.9. Communicable Disease

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

7. SECTION - GENERAL CONDITIONS

7.1. Identification

This Policy Schedule, Cover, Appendices and Endorsements shall be read together as one contract and unless specifically stated to the contrary, where any word or expression has been given a specific meaning, that word or expression shall take the same meaning throughout this Policy.

7.2. Endorsements

Endorsements to a Cover shall be held to apply to DAMAGE insured thereby from the Effective Date of such Endorsement.

Endorsements shall be subject to all the General Exceptions and Conditions to the Property Covers and the terms and conditions of the Cover to which it attaches unless specifically stated to the contrary.

7.3. Observance of Conditions

Observance and compliance with the terms and conditions of this Policy by the Insured and the truth of the statements in any proposal (which shall be the basis of this contract) made by the Insured shall be a condition precedent to any liability of the Insurers to make any payment under this Policy.

7.4. Loss Assessment

1. When the Insurer is in receipt of notification of the occurrence of an insured event, he is immediately bound at most not later than 5 days, to start to establish and to appraise the Loss. If he does not do so, the Insured may start removing the damage, provided that the commission previously established the cause of the occurrence of the insured event and extent of damage.

   The Insured may also start removing the damage before the expiry of 5 days in order to continue with normal production.

   The damage is to be assessed and appraiscd jointly by the Insured and the Insurer, or by their authorized representatives.

2. In the case of the Insured and the Insurer not agreeing during the assessment and the appraisal of the damage, each of the contracting parties may request that the loss be assessed by independent experts.

3. Each of the contracting parties is to nominate its experts in writing. Only persons who are not employees of the Insurer, or the Insured may be nominated as experts.

   Before the expertise starts both nominated experts shall choose a third expert as a Chairman.

4. The subject of expertise can be only disputed facts. The Insured and the Insurer shall determine in each single case, which disputed facts shall be the subject of expertise and the procedure of expertise, by written agreement.

5. Each contracting party bears the expenses for its own expert. The expenses for the Chairman are borne by both equally.

7.5. Payment of Indemnity

1. When the insured event occurs, the Insurer is bound to pay the indemnity within 14 days from the day when he received the information that the insured event has occurred.

   If certain time is necessary for assessment of the existence and/or extent of the Insurer's obligation, and/or their amount, this term starts from the day when the existence and/or extent and/or amount of his obligation have been established.

2. If the amount of the Insurer's obligation cannot be established within the term defined in the first paragraph of this article, the Insurer will on request of the Insured pay the amount of undisputed part of his obligation.

7.6. Reasonable Precautions

The Insured shall take all reasonable precautions to avoid DAMAGE to Property Insured.

7.7. Notification of Circumstances Significant for Estimation of the Risk

1. The Insured must notify the Insurer before the conclusion of the Contract of all circumstances, which are significant for estimation of risk, which are known to him as such or could not have remained unknown to him.

2. If the Insured has intentionally made an inaccurate notification or suppressed certain circumstances of such a nature that the Insurer would not have signed the Contract if he had known the real situation, the Insurer may request the cancellation of the Contract.

   In the case of cancellation of the Contract due to the reasons stated above, the Insurer retains the premium paid and has the right to request the premium payment for the period of insurance in which he requested the cancellation of the Contract.

   The Insurer's right to request the cancellation of the Insurance Contract expires if he does not notify the Insured that he has the intention to use this right within 3 months from the date he learnt about the inaccuracy of notification or suppression.

3. If the Insured made an unintentionally inaccurate notification or failure to give full notification, the Insurer may, at his own discretion, cancel the Contract or alternatively increase the premium in proportion to the increased risk, within a month after he learnt about the inaccuracy or incompleteness of notification.

   In this case the Contract expires after 14 days from the date when the Insurer informed the Insured about cancellation, and in the case of the Insurer proposing the increase of

the premium, the Contract is cancelled automatically if the Insured does not accept the proposal within 14 days from the date when he received it.

In case of cancellation the Insurer is bound to return a part of the premium relating to the unexpired period up to the end of the insurance.

If an insured event occurs before the inaccuracy or incompleteness of notification was ascertained or after it, but prior to the Contract cancellation, or prior to reaching the agreement on premium increase the indemnification is decreased in proportion between the rate of paid premiums and the rate of premium which should be paid according to actual risk.

4. The provisions stated in the above paragraphs on consequences of inaccurate notification or suppression of circumstances, which are material for risk estimation, are also applied in cases of concluded Contracts in respect of other interested parties if they knew about those inaccuracies of notification or suppression of significant material circumstances for estimation of the risk.

5. If the Insurer knew at the moment of the conclusion of the Contract about circumstances which are significant for the estimation of the risk or could not have remained unknown to him and which the Insured has inaccurately notified or suppressed, the Insurer cannot refer to it as inaccuracy of notification or suppression.

   The same is effective in the case when the Insurer learns about such circumstances within the insurance period, but does not react to them as allowed above.

7.8. Insured's Notification on Risk Changes

1. The Insured must inform the Insurer about any significant change in the degree of risk, especially with respect to:

   (a) any projects for change to the specification or manner of use of the Nuclear Site;

   (b) the operating instructions for the safe use of the Nuclear Site;

   (c) a change of conditions established by the permit of use.

   If the risk has been increased to such an extent that the Insurer would not have issued the Policy if such circumstances had existed at the moment of issuing the Policy, the Insurer may cancel this insurance.

   If the risk has been increased to such an extent that the Insurer would have accepted to issue the Policy, but with a higher premium if such circumstances has existed at the moment of issuing the Policy, the Insurer may propose the new premium.

   If the Insured does not accept the new premium within the period of 14 days after receiving the proposal of the new premium this insurance is deemed to be cancelled.

   However, the contract remains in force and the Insurer is no longer justified to propose a new level of premium, or withdraw from the contract, if it does not use its right within

thirty days of the date on which it became aware of any increase of the risk, or if, before the expiry of that period, shows that it agrees to continuation of the contract (by receiving the payment of premium, paying the claim that occurred after this increase, etc.).

2. If the insured event occurs before the Insurer has been informed about the increased risk or after he has been informed about such increase but before the Contract had been cancelled or before the agreement about new premium has been finalized, the indemnity under this Policy is reduced in proportion to the paid premium and the premium which should have been paid.

3. In the case of the conclusion of the Insurance Contract after the decrease of risk occurs, the Insured has the right to request a corresponding decrease of premium from the date on which he informed the Insurer of the decrease.

   If the Insurer does not agree with the decrease of premium, the Insured can cancel the Contract.

7.9. Law and Jurisdiction

This Insurance contract shall be governed by and construed in accordance with the law and jurisdiction applicable to the seat of the Insured.

7.10. Anti-Bribery

All parties to this insurance will comply with all applicable laws statutes regulations and codes relating to anti-bribery and anti-corruption in any EU state.

8. SECTION - CLAIMS CONDITIONS

8.1. Action by Insured

In the event of DAMAGE the Insured shall:

1. Notice of Claims

(a) immediately notify and send written confirmation to the Insurers;

(b) give immediate notice to the police in respect of:

(i) loss or damage by theft or attempted theft;

(ii) loss or damage by malicious persons.

2. Admission of Liability

Make no admission of liability or offer promise or payment without the Insurer's written consent;

3. Minimising Loss

Carry out and permit any action to be taken which may be reasonably practicable to minimise or avoid or diminish any loss or damage and at the request and expense of the Insurers do and co-operate in any measures that may be reasonably required.

4. Evidence of Loss

Deliver to the Insurers at his own expense

(a) full information and particulars of the claim;

(b) all proofs books of account or other business books documents or information relating to the claim as may be reasonably required to verify the claim;

(c) details of any other insurances covering the same Property Insured and event within:

- 7 days of the event in the case of loss destruction or damage caused by demonstrations;
- 30 days of the event in the case of any other claim or such further time as the Insurers may allow;

(d) if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

9. SECTION – THE INSURERS' RIGHT

9.1. Fraud

All benefit under the Policy shall be forfeited if

1. any claim is in any respect fraudulent;

2. fraudulent means are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy;

3. any loss or damage is caused by the wilful act or with the connivance of the Insured.

9.2. Control of Claims

The Insurers shall be entitled

1. on the occurrence of DAMAGE to the Property Insured, without incurring any liability or diminishing any of the Insurers' rights under this Policy, to enter, take or keep

possession of the premises were such loss or damage occurred and take possession of or require to be delivered to the Insurers any property insured and deal with such property for all reasonable purposes and in any reasonable manner;

No claim under this Policy shall be payable unless the terms of this Condition has been complied with.

2. before or after making any payment, at its discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and the Insured shall give all information and assistance required.

but the Insured shall not be entitled to abandon any property to the Insurers.

9.3. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an Arbitrator to be appointed by the parties.

Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Insurers.

9.4. Sanctions

Insurers shall not provide cover, be liable to pay any claim or provide any benefit if to do so would expose any Insurer to any penalty or restriction arising out of any trade and economic sanctions, laws or regulations which are applicable to it.