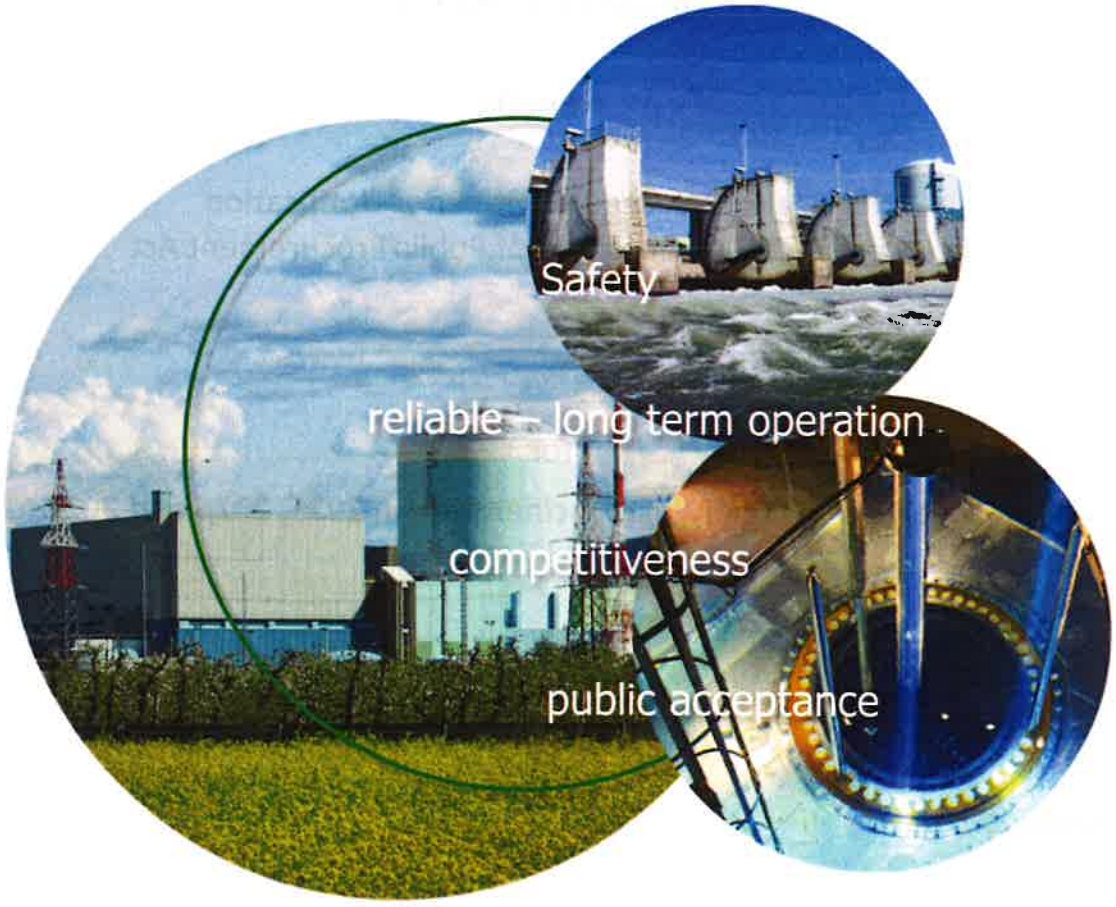
NUKLEARNA ELEKTRARNA KRŠKO D.O.O.



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

BIDDING DOCUMENTATION

No.:2/25-8242981

Rev: 0

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

for

Low Level Radioactive Waste Incineration in 2025, 2026 and 2027

Krsko, 20.02.2025

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

INVITATION FOR BIDS

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

Low Level Radioactive Waste Incineration in 2025, 2026 and 2027

in accordance with Public Procurement Act Act (ZJN-3, **Official Gazette** of the Republic of Slovenia No. 91/15 , 14/18 , 121/21 , 10/22 , 74/22 - odl. US, 100/22 - ZNUZSZS and 28/23).

Saša Medaković
Member of the Management Board

Gorazd Pfeifer
President of the Management Board

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

Chapter 1

INSTRUCTIONS TO BIDDERS FOR PREPARATION OF BIDS

A. GENERAL

1 PURCHASER CONTACT PERSON

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

Contact person: Vesna Deak, International Procurement Department,
Tel.: + 386 7 48 02 436, Fax: + 386 7 49 21 528, e-mail: vesna.deak@nek.si

2 SCOPE OF SERVICE AND DELIVERY OR WORK

Fully in accordance with NPP Krsko Technical Specification, Rev. 0, the Bidder shall perform the following project:

Low Level Radioactive Waste Incineration in the year 2025, 2026 and 2027

3 BIDDING DEADLINE

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

by March 14th, 2025 at 11:00 a.m. 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: Negotiation Procedure with Prior Notification in accordance with article 45 of Public Procurement Act.

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
- pricewise 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 evidence/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 **95 %**

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

Score of the Bid = Lowest Bid Total Price (Item 1 + Item 2 + Item 3) / Bid Price of the Evaluated Bid (Item 1 + Item 2 + Item 3) * 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) Price Escalation Between Consecutive Campaigns **max 5%**

Bidders are required to provide a single escalation percentage (*x*) that will apply:

- From Item 1 (Campaign 2025) to Item 2 (Campaign 2026)
- From Item 2 to Item 3 (Campaign 2027)

Scoring Formula

Points (y) for the escalation percentage (x) will be calculated using the following formula:

$y = -x+5$

Where:

- *x* is the offered escalation percentage (in %).
- *y* is the score for the escalation criterion, with a maximum of 5 points and a minimum of 0 points.

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 I.3., Section „Sporočanje" or TED section, I.3. Communication.

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 , 14/18 , 121/21 , 10/22 , 74/22 - odl. US, 100/22 - ZNUZSZS and 28/23) as well as regulations resulting therefrom including also Ionising Radiation Protection and Nuclear Safety Act (Zakon o varstvu pred ionizirajočimi sevanji in jedrski varnosti (official consolidated version) /ZVISJV-1A/ Official Gazette of the Republic of Slovenia, No. 26/19) Rules on Radiation and Nuclear Safety Factors (Pravilnik o dejavnikih sevalne in jedrske varnosti-Official Gazette of the Republic of Slovenia, No. 74/16.) if applicable.

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 of former employee a present in cash or any other valuable object, offer them a job or any other present or service the value of which can be expressed in currency and by means of which the Bidder would influence the decision or further course of Bids evaluation.
If at any time during the Contract award or execution of the Contract it becomes known beyond reasonable doubt that bribery act from the previous paragraph has been committed or attempted, or that the Contract has been awarded due to the bribery act being promised or committed, directly or indirectly, or if Purchaser's employee or other

individual with the potential influence on Contract award or execution requested any kind of service or present, the Contract shall be null and void regardless of the phase of its execution.

14 REVISION/ REVIEW REQUEST

Every Bidder participating in the bidding, who maintains that the bidding procedure has not been performed in accordance with the Public Procurement Act (ZJN-3 Official Gazette No. 91/15), can request a review of the procedure.
The Review shall be performed in accordance with the Legal Protection in Public Procurement Procedures Act (ZPVPJN).
The applicant must submit with the request for review the certificate for the payment of tax from Article 71 of the ZPVPJN in the amount of EUR 4.000,00
Tax is paid to the account of the Ministry of Finance no. 01100-1000358802 – implementation of the budget of the RS, reference 11 16110-7111290-XXXXXXXX. The six X digits represent the number of publication on the public procurement portal and the last two the year of publication.

B. BID

15 BID LANGUAGE

Bids and other relevant documentation related to the Bid should be written in the Slovenian 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) and defining the contractual price, 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.

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. 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 No. 2).

2. At least three (3) references regarding LLRW (CW and O type) incineration treatment according to IAEA Safety Standards successfully performed in the last five (5) years (Attachment No. 5).

3. Submittal of all documents required in section 7.3, 7.4 and 10.6 of NEK Technical Specification, Rev. 0 for Low Level Radioactive Waste Incineration in 2025, 2026 and 2027

4. Statement of compliance with NEK Technical Specification Rev. 0, for Low Level Radioactive Waste Incineration in 2025, 2026 and 2027 (Attachment 6).

Bidder Declaration of Eligibility as per item 1. above must be filled in by Bidder, and in case of Joint Venture, by all partners in a common Bid.

If the Bidder has fulfilled the reference condition with a subcontractor, Purchaser will not allow the exchange of such subcontractor, unless the Bidder shall provide another subcontractor that meets the reference condition.

The Purchaser reserves the right to verify the statements and request additional evidence (e.g. contract with the investor or an employer statement, proof of payment, ...) for the reference or check the reference directly with investor.

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

N/A

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)**
Attachment no.5	**PROJECTS PERFORMED BY THE BIDDER AS CONTRACTOR IN THE PAST YEARS- REFERENCES**
Attachment no.6	**STATEMENT THAT THE BIDDER SHALL MEET TECHNICAL AND QUALITY REQUIREMENTS FROM TECHNICAL SPECIFICATION**
Attachment no.7	**STATEMENT OF QUALITY MANAGEMENT SYSTEM (for Bidder; group of bidders)**
Attachment no.8	**DRAFT CONTRACT (with filled-out blank fields, for procedures including negotiations it does not have to be signed and stamped)**
Attachment no.9	**DOCUMENTS REQUESTED PER TECHNICAL SPECIFICATION, REV.0, SECTION 7.3, 7.4 AND 10.6**



Chapter 2

DRAFT CONTRACT

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

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

Chapter 3

TECHNICAL SPECIFICATION

Technical Specification Rev.0 for Low Level Radioactive Waste Incineration in 2025, 2026 and 2027 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:

Attachment no.1

BID FORM

Bid for: Low-Level Radioactive Waste Incineration in the year 2025, 2026 and 2027

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, Draft Contract) and are ready to accept all the conditions from the above documents and execute the works/delivery under the Contract at the:

   Total Estimated Price
   (Campaign 2025 + Campaign 2026 + Campaign 2027):

   EUR or USD: .....

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

2. PRICE BREAKDOWN TABLE for the above amount:

Item 1: LLRW Incineration Campaign in 2025 (Base Price)

Sub-Item	**Scope of Services**	**Total Fixed and Firm Price €/$ (excl. VAT)**	**Fixed Unit Price per kg €/$ (excl. VAT)**
1.1	LLRW Incineration*	.....	.....
1.2	Transportation of LLRW from NEK site to incineration facility and return transport to NEK site	.....	N/A
Total Item 1	**LLRW Incineration Campaign in 2025**		.....

Item 2: LLRW Incineration Campaign in 2026 (with Uniform Escalation)

Sub-Item	Scope of Services	Total Fixed and Firm Price €/$ (excl. VAT)	Fixed Unit Price per kg €/$ (excl. VAT)
2.1	LLRW Incineration*	.....	.....
2.2	Transportation of LLRW from NEK site to incineration facility and return transport to NEK site	.....	N/A
Total Item 2	**LLRW Incineration Campaign in 2026**		.....

Item 3: LLRW Incineration Campaign in 2027 (with Uniform Escalation)

Sub-Item	Scope of Services	Total Fixed and Firm Price €/$ (excl. VAT)	Fixed Unit Price per kg €/$ (excl. VAT)
3.1	LLRW Incineration*	.....	.....
3.2	Transportation of LLRW from NEK site to incineration facility and return transport to NEK site	.....	N/A
Total Item 3	**LLRW Incineration Campaign in 2027**		.....

Note:* ***For the purpose of the Bid evaluation the total price for Incineration (Items 1.1, 2.1 and 3.1) shall be based on the fixed unit price per kg and the total estimated waste quantity of 16,974.50 kg per each Campaign.*

3. Requirement for Consistency in Pricing

The following principles apply to Items 2 and 3 (Incineration Campaigns in 2026 and 2027):

1. **Escalation:**
   A single escalation percentage (*x*) shall be uniformly applied:
1. From Item 1 to Item 2.
2. From Item 2 to Item 3.

   Offered Escalation Percentage (*x*): .....%
   The same escalation percentage must apply to both sub-item 1.1 (incineration) and sub-item 1.2 (transportation).

2. **Pricing ratios:**

- The unit price per kg for incineration (Item 1.1) must remain consistent/proportional across Items 2 and 3, using the same escalation percentage.
- The total price for each campaign (Items 1, 2, and 3) must include both incineration and transportation costs.
- The escalation applies to both sub-items (incineration and transport) separately but at the same rate (x%).

Total Estimated 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.

4. Bidder guarantees that the overall volume reduction factor after LLRW incineration shall be at least 14.

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
_____		_____

Attachment no.2

BIDDER DECLARATION OF ELIGIBILITY

We .....
.....

HEREBY DECLARE

Under criminal and material responsibility,

1. We are registered by public agency or the relevant court for the field of activity that is subject of this public procurement.
2. We comply with ZVISJV for the scope of contractual work (if applicable and requested in Technical specification).
3. We are not the subject of initiated compulsory settlement, bankruptcy or liquidation proceedings or other procedure that may result in or which purpose is the winding up of operation; and whatever other procedure similar to procedures stated above in accordance with the regulations of the country of our origin.
4. That our law does not forbid us to sign the Contract.
5. We are not a Bidder with negative reference from paragraph 4 of the Article 75 point a of ZJN-3.
6. We are not in mutual dispute that could affect our capability to fulfill the Contract awarded under this public procurement procedure.
7. We have qualified and experienced staff and proper technical equipment for the Scope of Services completion.
8. We shall organize transportation of the LLRW and secondary waste fully in comply with European, Slovenian, ADR and IAEA regulations.
9. We confirm that no International Agreement/Governmental Agreement or similar will be required to perform the service and delivery.
10. We have Quality Assurance Program in accordance with international standard as ISO 9001 (or orther relevant recognized standards) and in accordance with NEK document QS 610 rev.2: Generic Quality Assurance Program Requirements, applicable sections (4.1, 4.2, 4.4, 4.5, 4.6, 4.7, 4.8, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18).

    We will follow and fulfill all Quality Assurance requirements requested in the Technical Specification (TS) Rev.0 for Low Level Radioactive Waste Incineration in 2025, 2026 and 2027. In the case that Bidder involves subcontractors, the Bidder keeps responsibility that subcontractor's work is done in accordance with TS requirements.

    Our quality management system is described in document .....
    (document ID, title, revision number).

Place and Date: _____

Stamp:

Signature of Authorized Bidder's Representative

_____

Attachment no.3

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

Bidder: _____

Bidder Address: _____

STATEMENT OF ACCEPTANCE

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

Low Level Radioactive Waste Incineration in 2025, 2026 and 2027

.....

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

_____

Attachment no.4

SUBCONTRACTOR'S DATA AND BIDDER'S CONSENT FOR DIRECT PAYMENT (in case there are any subcontractors)

Bidder.....

.....

We declare that we will engage below stated subcontractor for the part of the Scope of Services and Delivery under the Contract for

.....

Name and head office: .....

TAX number: .....

Registration number: .....

IBAN: .....

Statutory representative: .....

Scope of services and delivery to be performed by subcontractor:

.....

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

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

Place of performance of work:

.....

Deadline for performance of work:

.....

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

Please indicate your option:

1. We 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. 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:

Attachment no.5

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

We have at least three (3) references regarding LLRW (CW and O type) incineration treatment according to IAEA Safety Standards successfully performed in the last five (5) years.
The Purchaser reserves the right to request additional confirmation of the references, including the statement by the Purchaser of these services.
It is considered that the references meet the requirements of the Purchaser if the Bidder executed contractual work from the references as the only contractor or as a member of joint venture or as a subcontractor executing more than 30 % of the total contractual work. The Purchaser reserves the right to request additional confirmation of the references, including the statement by the Purchaser of these services.

No	Service Name and Description	Year	Site/Investor, Purchaser (with email and phone number of the contact person)	We have performed the reference work as (A, B or C)
1				
2				
3				
4				

We have performed the reference work as:

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

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

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

Place and Date: Stamp: Bidder's Signature:

Attachment no.6

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 the technical and all other requirements as specified in NEK Technical Specification, Rev.0 for Low Level Radioactive Waste Incineration in 2025, 2026 and 2027 without any deviations.

☐ OPTION 2

We confirm that we will partially meet the technical and all other requirements as specified in NEK Technical Specification, Rev.0 for Low Level Radioactive Waste Incineration in 2025, 2026 and 2027 with the following deviations:

[List of Deviations]

1. _____
2. _____
3. _____

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 the quality requirements of the QS-610 Specification, Generic Quality Assurance Program Requirements (attached to the procurement documentation), for SR services, or all the quality requirements of the QS-610 Specification specified in the Technical Specification for AQ services. By endorsing this statement, we further accept the responsibility to ensure that any subcontractors we engage will also comply with all the quality requirements of the QS-610 Specification for SR services or all the quality requirements of the QS-610 Specification specified in the Technical Specification for AQ services.

Place and Date: Stamp: Bidder's Signature

Attachment No.7

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 14001
- ☐ ISO 17025
- ☐ 10 CFR 50 App. B
- ☐ 10 CFR 21
- ☐ ASME III NCA-4000
- ☐ ASME III NCA-3300
- ☐ 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