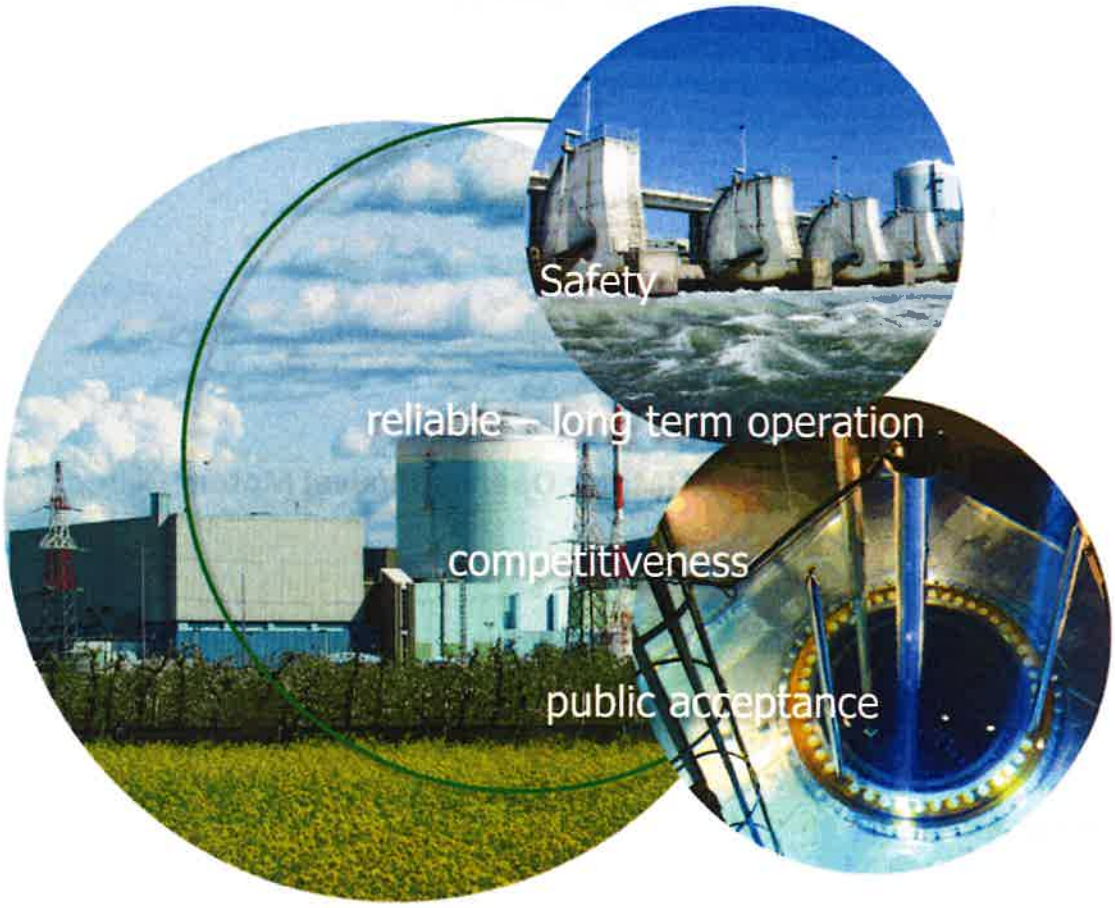
NUKLEARNA ELEKTRARNA KRŠKO D.O.O.



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

BIDDING DOCUMENTATION

No.: 186416

Rev: 0

Small Value Tenders

for

Supply of MOV (Motor Operated Valve) Motors

Krsko, 21.02.2025

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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:

Supply of MOV Motors

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).

NUKLEARNA ELEKTRARNA
KRŠKO, d.o.o.
1

Member of the Management Board — President of the Management Board

Saša Medaković — **Gorazd Pfeifer**

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, e-mail: vesna.deak@nek.si

2 SCOPE OF SERVICE AND DELIVERY OR WORK

Fully in accordance with NPP Krsko Technical Specification No. 186416 the Bidder shall supply:

MOV Motors

3 BIDDING DEADLINE

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

By March 11th , 2025 (date) **at 1:00 p.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: Small Value Tender

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, and
- Commercial terms, including 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.

Price **100 %**

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

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

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

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 five (5) 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 three (3) 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 2.000,00

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. Bid Form (Att. 1)
2. Bidder Declaration of Eligibility (Att. 2)
3. Bidder's Statement of Acceptance of Conditions from the Purchaser's Bidding Documentation (Att. 3)
4. Statement that the Bidder Shall Meet Technical and Quality Requirements from Technical Specification (Att. 4)
5. Statement of Quality Management System (Att. 5)

23 SUBCONTRACTORS

N/A

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

N/A

25 WALK DOWN PERFORMED AT NPP KRŠKO (IF APPLICABLE-DATE IS INSERTED)

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	**STATEMENT THAT THE BIDDER SHALL MEET TECHNICAL AND QUALITY REQUIREMENTS FROM TECHNICAL SPECIFICATION**
Attachment no.5	**STATEMENT OF QUALITY MANAGEMENT SYSTEM (for Bidder; group of bidders)**
Attachment no.6	**DRAFT PURCHASE ORDER (with filled-out blank fields, for procedures including negotiations it does not have to be signed and stamped)**



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

Chapter 2

DRAFT PURCHASE ORDER

Draft Purchase Order is enclosed hereto and is an integral part of the Bidding Documentation. Blank fields must be filled in. Any inserts or deletions of the Purchase Order 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 No. 186416 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.

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

Chapter 5

VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES

The Bidders must submit proofs for their qualification and capability to perform the Scope of Services and Delivery offered in the Bid. The proofs shall substantiate the capability and qualification of the Bidder and its offered subcontractors (if applicable) to successfully perform the Scope of Services and Delivery under the Contract.
Therefore, the Bidder shall submit the following verification documents for the Bidder and for its subcontractor (s) (if any) as listed in the forms below:

Attachment no.1

BID FORM

For (subject of the Bid) : Supply of MOV Motors

Bidder's Name and Address:.....

Company account number and swift code:.....

Tax No.:.....

Representative.....**email:**.....

Date .....

1. Hereby, we confirm that we have reviewed the Bidding Documentation (Technical Specification, Instructions to Bidders) and agree to all the terms and conditions from the above documents. We commit to executing the works/delivery as outlined under the Contract for the:

   Total Fixed and Firm Price:

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

2. PRICE BREAKDOWN TABLE for the above amount :

NEK Item No.	Item Description	Quantity /pc.	Fixed Price / EUR
431477	**MOV Motor** as required in Art. 1 of the Technical Specification No.186416	2	.....
-	**Transportation** costs CIP Ljubljana airport as per Incoterms 2020		.....
	TOTAL Fixed Price:		

Total fixed and firm Price for the subject of the public procurement should be indicated in the Bid, provided that the above PRICE BREAKDOWN TABLE should be filled in too, in order to enable Purchaser to make quality Bid evaluation. The items of the calculation with price "0", N/A or "/" shall be considered as already

included in the total Bid Price. If the price is not filled in, the Bid will be disqualified.

3. In case of Purchaser's acceptance of our Bid, we are ready to start the works under the Contract and complete them all in accordance with the schedule proposed in the Bidding Documentation.

4. We agree that the Bid is binding for us 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'S 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 Delivery completion.

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:

Supply of MOV Motors

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

_____

Attachment no.4

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

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

Under criminal and material responsibility,

HEREBY DECLARES,

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 No. 186416, without any deviations.

☐ OPTION 2
We confirm that we will partially meet the technical and all other requirements as specified in NEK Technical Specification No. 186416 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.

Place and Date: Stamp: Bidder's Signature

Attachment no. 5

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: Bidding documentation 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:

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

Draft Purchase Order

1. SCOPE OF SUPPLY

Fully in accordance with the **Art. 1** of the **Technical Specification No. 186416**

2. GENERAL NOTES

2.1 Anti-Corruption Clause

The contracting Parties Supplier and Purchaser shall undertake not to give, promise or receive any present or payment in cash or in any other valuable object to or from each other either directly or indirectly or through any official, officer or any other individual employed in the government or any authority (division, department, agency) or through any political party or any candidate of any political party with the intention of bribing so that any official, officer or any other employee, party or candidate would be tempted to abuse his/her position or to exert influence on any law or any decision made by government or any other competent government department with the purpose to obtain or retain a deal or to direct a deal to a commission agent or to any of his assistants, representatives, distributors, subsidiary companies or any other associated companies. In case the act stated in the previous paragraph has been committed or attempted to be committed, the Purchase Order that had been concluded or had come into force already shall become null and void. In case the Purchase Order is not valid yet, it shall be deemed not to be concluded.

3. TECHNICAL AND QUALITY REQUIREMENTS

As stated in **Art. 2** of the **Technical Specification No. 186416.**

4. COMMERCIAL TERMS AND CONDITIONS

4.1 PRICE

Total Fixed Value of this Purchase Order CIP Ljubljana airport as per Incoterms 2020 is: .....

4.2 PAYMENT TERMS

After receipt of the goods, against an invoice net due 30 days.

Purchaser and Seller agree that Seller must issue, and Purchaser must accept and process, e-invoices conforming to the European standard on electronic invoicing provided in the Directive 2014/55/EU of the European Parliament. Purchaser will accept e-invoices to one of his bank accounts:
SI56 0400 1004 8892 548, BIC: KBMASI2X at Nova KBM d.d., Maribor;
SI56 0292 4001 8793 453, BIC: LJBASI2X at Nova Ljubljanska banka d.d., Ljubljana;
SI56 3400 0102 2600 457, BIC: KSPKSI22XXX at Banka Sparkasse d. d., Ljubljana
Exceptionally, when Seller is unable to issue electronic invoices compliant with the European standard on electronic invoicing, as provided in the Directive 2014/55/EU of the European Parliament, Seller may issue a PDF invoice and send it to invoices@nek.si.

4.3 METHOD OF PAYMENT

Wire Transfer

4.4 INVOICING

Original Invoice addressed to NPP Krško should contain the following:
- **Purchase order number**
- **NPP Krško identification/V.A.T. number: SI61082597**
- **Description of goods, quantities, unit and total prices and currency**
- **Bank details: supplier's business bank address, IBAN number, SWIFT (BIC) number and ID number (VAT number) (Europe) or ABA (Routing number), Account number and SWIFT (BIC) number (USA).**
- **TARIC (CUSTOMS) CODE**
- **NET WEIGHT**
- **CLAIMS: Claims, if any, shall be filed within 30-day period**
- **Reference to the Purchase order number**
  This is important as the invoices that cannot be matched will not be paid.

The shipment must be furnished with Invoice specifying the description of goods, quantities, unit prices and total prices. Please make sure that your shipping invoice contains customs tariffs for each item in accordance with Brussels Customs Nomenclature.

4.5 DELIVERY TERMS

CIP Ljubljana Airport, Incoterms 2020

4.6 WARRANTY

SELLER warrants that all the Hardware furnished under this Purchase Order shall be new and free from liens, encumbrances and defects in title and shall be free from defects in design, workmanship and material and shall achieve the performance and functional requirements as stipulated in NEK Technical and Quality Requirements in section 3 in this Purchase Order. Approval of material, test results, suppliers and schedules by PURCHASER shall not in any way limit or diminish the SELLER's warranties hereunder.

The warranty mentioned in above shall be for the period of two (2) years after PURCHASER's acceptance of the Hardware delivered under this Purchase Order.

SELLER shall remedy at his own cost all faults and hardware and software deficiencies other than normal wear and tear or faults or deficiencies not attributable to PURCHASER detected and reported in writing claim to SELLER by PURCHASER provided that such PURCHASER's claim has been received by SELLER within the warranty period. The reporting shall be made within thirty (30) days after the detection of the fault or deficiency. The remedy shall be made by (i) replacement or repair of the faulty or deficient unit (spare part or equipment) at SELLER's option approved by PURCHASER, such approval being not unreasonably withheld, and within shortest reasonable period of time to be determined between the Parties.

SELLER's obligations to remedy faults or deficiencies under the warranty shall be deemed to have been fulfilled when SELLER has either made the remedy at the Site or delivered and installed the replacement unit to PURCHASER and PUCHASER has inspected and accepted it. A refusal shall be for justified reasons only. SELLER shall pay the

transportation and insurance cost from Krško Site to the designated facility and back to DAP Krško Site.

4.7 INSURANCE AND INDEMNITY

PURCHASER represents that it is the responsible operator of the Plant. Therefore, in no event and under no circumstances shall SELLER, its subcontractor, suppliers, directors, agents and the personnel employed by any of them, (hereinafter collectively referred to as the "Indemnified Parties"), irrespective of their activities under this Contract be considered as being the nuclear operator of the Krško Nuclear Power Plant. PURCHASER has in effect and shall maintain in force Material Damage Insurance Policy including machinery break down covering also nuclear and fire perils, and Third Party Liability Insurance Policy against liability and risks arising out of or resulting from a Nuclear Incident (as defined in the Convention on Third Party Liability in the Field of Nuclear Energy of 29th July 1960, as amended by the Additional Protocol of 28th January 1964 and by the Protocol of 16th November 1982 - the Paris Convention) provided in accordance with Slovenian Nuclear Liability Legislation and available within the Slovenian Insurance Market.

The indemnified Parties as defined in the above paragraph shall in no event be liable with respect to loss, damage to property and/or injury (including death), caused by or resulting from a Nuclear Incident and PURCHASER shall indemnify, hold harmless and waive any and all claims and rights of recourse against SELLER.

4.8 LIABILITY

The total and cumulative liability of the SELLER, including any claim, warranty, cost and expenses of any kind arising out of or resulting from any cause whatsoever, whether based on contract, tort (including negligence), strict liability or otherwise shall in no event exceed 100% of Total Contract Price. In no event and under no circumstances shall SELLER and PURCHASER be liable for any special, incidental, indirect or consequential losses or damage of any nature including but not limited to costs of capital, loss of profits or revenues or loss of use thereof, arising at any time, whether fond on contract, tort (including negligence), strict liability or otherwise.

The limitations under this Article shall not apply for damages which are caused wilfully or by gross negligence on the part of SELLER, its subcontractors and all of their directors, officers, agents, servants and employees.

SELLER shall only be liable for damages occurring up to the end of the pertinent Warranty Period if such damages are reported to the SELLER immediately after occurrence or discovery of the damage.
The provisions of this Article 4.9 shall apply notwithstanding any other provisions of this Contract or of any purchase order or other agreement.

You are kindly requested to acknowledge the acceptance of this Purchase Order and confirm the delivery date of items and submittal of requested documentation as stated below each item.

Sincerely,

Vesna Deak
Contracts administrator

Igor Vuković
Procurement Director

Gregor Cerjak
International Procurement Superintendent

Saša Medaković
Member of the Management Board

Gorazd Pfeifer
President of the Management Board

Encl.: - Technical Specification No. 186416

Technical Specification No. 186416

1. SCOPE

Line	NEK Item Number	Part Number	UOM	Quantity	Need by Date	Safety Classification
1	431477		EA	2	30-Jun-26	NSR
	MOTOR,ELECTRIC,VOLTS:400V,AMPS:7.7A,HERTZ:50HZ,PHASE:3PHASE,RPM:1400,HP:3.3,FRAME:FE56,(START 60LBFT,RUN 12LBFT,INS.CLASS H,INS.TYPE:RH), ALUMINUM ROTOR, FOR ACTUATOR SMB-1,SC:NSR					
	Item shall be supplied in accordance with the following TQRs: A00, A07, F00, F05, F40, F50, F51, F52, F521, F57, F59, F90, G00, G03 The following documents and/or records shall be submitted with the above item: G041 - CERTIFICATE OF CONFORMANCE G22 - NONCONFORMANCE REPORTS G23 - STANDARD MANUFACTURER TEST CERTIFICATE G43 - INSULATION RESISTANCE TEST RECORD G44 - DIELECTRIC STRENGTH TEST RECORD G513 - MOTOR PERFORMANCE DATA G621 - ASSEMBLY DRAWING G632 - BILL OF MATERIAL G641 - OPERATION & MAINTENANCE MANUAL GC1 - CERTIFICATE OF ORIGIN GP4 - PRODUCT DATA SHEET X000 - TECHNICAL SPECIFICATION X06 - CERTIFICATE OF EQUIVALENCY WITH ITEMS ORIGINALLY SUPPLIED					

2. TECHNICAL AND QUALITY REQUIREMENTS

IMPORTANT:
The quotation has to include Statement of Compliance with the Technical and Quality Requirements from Purchaser's RFQ including the Bidder's commitment to provide requested documents and/or records. If any of these requirements cannot be fulfilled, please, provide the explanation.

A00 - GENERAL REQUIREMENTS
ALL REQUIRED DOCUMENTS SHALL BE SUPPLIED IN ENGLISH OR ENGLISH/ MULTILINGUAL.

A07 - NEW ITEMS
ALL ITEM(S) PROVIDED ON THIS PURCHASE ORDER SHALL BE SUPPLIED IN THE NEW CONDITION (NOT USED OR REFURBISHED IN ANY WAY).

F00 - SHIPPING, HANDLING, MARKING AND STORAGE INSTRUCTIONS

Registered at the District Court of Krško, Entry No.: 1000120000, Basic Capital: 353.544.826,00 EUR
VAT No.: SI61082597 Tax No.: 61082597 ID No.: 5034345000
Tel.: 07 48 02 000
IBANs: SI56 0292 4001 8793 453 at NLB d.d., Ljubljana; SI56 0400 1004 8892 548 at OTP banka d.d., Ljubljana;
SI56 3400 0102 2600 457 at Banka Sparkasse d.d., Ljubljana

F05 - HANDLING, PACKAGING AND SHIPPING
SUPPLIER SHALL PROVIDE PACKAGING AND SHIPPING METHODS FOR PROTECTION FROM THE EFFECTS OF TEMPERATURE EXTREMES, HUMIDITY AND IN TRANSIT SHOCKS AND JARRING (CAPS AND PLUGS SHALL BE USED TO SEAL THE OPENINGS AND TO PROTECT THREADS AND WELD END PREPARATIONS).

F40 - SUPPLIER'S NAME

F50 - ITEM MARKING REQUIREMENTS
ALL ITEMS ARE TO BE PACKAGED INDIVIDUALLY AND IDENTIFIED WITH THE SPECIFIC PART NUMBER, OR ALL ITEMS OF A GIVEN PART NUMBER TO BE PACKAGED TOGETHER AND IDENTIFIED WITH THE SPECIFIC PART NUMBER AND THE FOLLOWING:

F51 - THE PURCHASE ORDER NUMBER

F52 - NEK ITEM NUMBER

F521 - PART/ CATALOG NO.

F57 - MANUFACTURER'S NAME

F59 - ITEM SERIAL NUMBER

F90 - PACKING SLIPS ARE TO BE SHIPPED WITH ORDER

G00 - SUPPLIER DOCUMENTATION REQUIREMENTS
ALL REQUIRED DOCUMENTS SHALL BE SUPPLIED IN ORIGINAL HARD COPY OR ELECTRONIC FORM DEFINED BY SUPPLIER QA PROGRAM AND ACCEPTED BY NEK.

G03 - DOCUMENTATION DIRECTED ADDRESS
DOCUMENTS SUBMITTED PRIOR TO SHIPMENT OR SUBSEQUENT TO SHIPMENT INCLUDING REVISIONS OF THESE DOCUMENTS, SHALL BE DIRECTED TO THE PURCHASING DEPARTMENT.
EVERY PAGE OF EACH DOCUMENT SHALL BE TRACEABLE TO THE NEK'S PURCHASE ORDER AND APPLICABLE ITEM(S) NUMBER.

G041 - CERTIFICATE OF CONFORMANCE
THE CERTIFICATE OF CONFORMANCE SHALL SATISFY THE FOLLOWING CRITERIA:

1. IDENTIFY THE PURCHASE ORDER NUMBER, ITEMS IDENTIFICATION NUMBER (PART NO./CATALOG NO./PRODUCT NO.) AND NEK CODE NUMBERS.

2. SUPPLIER SHALL CERTIFY THAT THE ITEMS SUPPLIED AGAINST THE ABOVE PURCHASE ORDER ARE IN CONFORMANCE WITH THE TECHNICAL AND QUALITY REQUIREMENTS OF THE PURCHASE ORDER.

G22 - NONCONFORMANCE REPORTS
THE SUPPLIER SHALL PROVIDE A COPY OF ALL NONCONFORMANCE REPORTS AS REPAIR OR USE-AS-IS DISPOSITION OF MATERIALS DURING THE MANUFACTURING PROCESS TO UTILITIES ONLY IN CASES THAT AFFECT ENVIRONMENTAL QUALIFICATION, INTERCHANGEABILITY, DESIGN OR OPERATING PARAMETERS GENERATED DURING MANUFACTURE OF PROCESSING OF THIS ORDER.

THIS REPORT SHALL INCLUDE TECHNICAL JUSTIFICATION FOR NONCONFORMANCE DISPOSITIONS. ALL DISPOSITIONS WHICH DO NOT RETURN AN ITEM TO THE CONDITIONS STATED IN AN APPROVED DRAWING OR SPECIFICATION SHALL BE APPROVED BY NEK PRIOR TO THE SHIPMENT OF THE AFFECTED ITEM.

G23 - STANDARD MANUFACTURER TEST CERTIFICATE
THE SUPPLIER SHALL PROVIDE A CERTIFICATION SHOWING THE ITEM(S) SUPPLIED WERE SUBJECTED TO THE STANDARD MANUFACTURER PRODUCTION TESTS (INCLUDING TESTS RESULTS).

G43 - INSULATION RESISTANCE TEST RECORD

G44 - DIELECTRIC STRENGTH TEST RECORD

G513 - MOTOR PERFORMANCE DATA
MOTOR PERFORMANCE DATA SHALL INCLUDE: BASIC, PERFORMANCE AND SPEED TORQUE DATA.

G621 - ASSEMBLY DRAWING

G632 - BILL OF MATERIAL
BILL OF MATERIAL SHALL INCLUDE ITEM NUMBER, RECOMMENDED SPARE PART, ITEM DESCRIPTION AND QUANTITY. THE BILL OF MATERIAL SHOULD BE SENT AS A PART OF VENDOR DRAWING OR AS A SEPARATE DOCUMENT WITH THE APPLICABLE DOCUMENT NUMBER, SHEET NO. AND REVISION INCLUDING THE REFERENCE VENDOR DRAWING NUMBER/ SHEET/ REVISION AND NEK PO NUMBER.

G641 - OPERATION & MAINTENANCE MANUAL
THE DOCUMENT SHOULD INCLUDE NPP KRSKO PURCHASE ORDER NUMBER.

GC1 - CERTIFICATE OF ORIGIN

GP4 - PRODUCT DATA SHEET

X000 - TECHNICAL SPECIFICATION
THE ITEMS SHOULD BE SUPPLIED IN ACCORDANCE WITH REQUIREMENTS OF ATTACHED SPECIFICATION NO.: SP-A3000 (APPENDIX C, III. STEEL CONSTRUCTIONS,i. Steel constructions, pipelines, components and equipment on atmospheric exposures)
- APPROPRIATE FOR EXPOSURE C4-H, HIGH DURABILITY (ISO 12944-5),
- SURFACE PREPARATION WITH Sa 2.5 SANDING (ISO 8501-1),
- EQUIPMENT WILL BE PAINTED WITH EPOXY+POLYURETHANE SYSTEM RAL5007 (BRILLIANT BLUE) COLURE.

X06 - CERTIFICATE OF EQUIVALENCY WITH ITEMS ORIGINALLY SUPPLIED
FOR MOTOR OPERATOR VALVE ACTUATOR MODEL SMB-1 WITH SERIAL NO.: L551390, 285148