NUKLEARNA ELEKTRARNA KRŠKO D.O.O.



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

BIDDING DOCUMENTATION

No.: RFQ#186682/8250673

Rev: 0

ACCORDING TO SMALL VALUE CONTRACT PROCEDURE
in accordance with Article 47 of Public Procurement Act (ZJN-3)

FOR

Engineering training course for NEK Design Bases of ventilation systems and for FMEA and its incorporation into NEK design modification process

Krsko, 02.04.2025

TABLE OF CONTENTS

Chapter 1 INSTRUCTIONS TO BIDDERS FOR PREPARATION OF BIDS 5

A. GENERAL 6

1 PURCHASER CONTACT PERSON 6
2 SCOPE OF SERVICE AND DELIVERY OR WORK 6
3 BIDDING DEADLINE 6
4 TENDERING PROCEDURE 6
5 ADMISSIBLE BID 7
6 NEGOTIATION PROCEDURES 7
7 CRITERIA FOR THE BID EVALUATION 8
8 ELECTRONIC SUBMITTAL of BIDS 8
9 CLARIFICATIONS OF REQUESTS FROM BIDDING DOCUMENTATION AND CONTACTS 9
10 BID CHANGES AND WITHDRAWAL OF BIDS 10
11 BIDS OPENING 10
12 LAWS AND REGULATIONS 11
13 ANTICORRUPTION CLAUSE 11
14 REVISION/ REVIEW REQUEST 11

B. BID 13

15 BID LANGUAGE 13
16 PRICE AND TERMS OF PAYMENT 13
17 PROPRIETARY INFORMATION 13
18 BID VALIDITY 14
19 CLARIFICATION OF BIDS 14
20 TERMINATION OF PROCEDURE AND WITHDRAWAL FROM THE CONTRACT AWARDING 14

C. CONTRACT AWARD 15

21 DECISION ON CONTRACT AWARD 15

D. CONDITIONS FOR BID ACCEPTANCE 16

22 GENERAL 16
23 SUBCONTRACTORS 17
24 THE BID OF A GROUP OF LEGAL BUSINESS ENTITIES (JOINT VENTURE) 17
25 WALK DOWN PERFORMED AT NPP KRŠKO 17

E. INTEGRAL PARTS OF THE BID 18

Chapter 2 DRAFT PURCHASE ORDER 19

Chapter 3 TECHNICAL SPECIFICATION 20

Chapter 4 BID FORM 21

Chapter 5 VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES 22

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:

Engineering training course for NEK Design Bases of ventilation systems and for FMEA and its incorporation into NEK design modification process

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).

Member of the Management Board

Saša Medaković

President of the Management Board

Gorazd Pfeifer



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: Katja Sotošek, International Procurement Department
Tel.: + 386 7 48 02 735, e-mail: katja.sotosek@nek.si

2 SCOPE OF SERVICE AND DELIVERY OR WORK

Fully in accordance with NPP Krsko Technical Specification No. SP-ES5110 Rev. 0 for Engineering training course for Design Bases of ventilation system and for FMEA and its incorporation into NEK design modification process.

3 BIDDING DEADLINE

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

by April 17th 2025 at 1 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 Public Bidding according to small value contract procedure.

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 permissible Final Bids will be evaluated. The Bid evaluation criteria will be the Price (excl.VAT), which represents 100% of total criteria.

Therefore the Purchase Order will be awarded to the Bidder with the lowest price.

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. The Bidders that have already registered at NEK portal can also find the tender using the name of the tender: Engineering training course for NEK Design Bases of ventilation systems and for FMEA background and its incorporation into NEK design modification process.

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 (8) 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, available on: https://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 evidence 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) proven by signing the said document.
2. Compliance with the Design Control Program listed in Attachment 1 (Item 5) of Technical Specification No. SP-ES5110 Rev.0.
3. Compliance with Codes, Standards and Criteria listed in Attachment 1 (Item 6) of Technical Specification No. SP-ES5110 Rev.0.
4. Personnel Capabilities (Attachment no. 3).
5. Contractor shall provide evidence or certificates of qualification for the personnel involved in the execution of the service.

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

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	**PERSONNEL CAPABILITIES**
Attachment no.4	**DRAFT PURCHASE ORDER (with filled-out blank fields, for procedures including negotiations it does not have to be signed and stamped)**



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. SP-ES5110 Rev.0 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).

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

Chapter 4

BID FORM

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

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

Chapter 5

VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES

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

Attachment no.1

BID FORM

For (subject of the Bid) : .....Bid No.:.....

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

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

Tax No.:.....

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

Date .....

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

   Total Fixed and Firm Price:

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

2. PRICE BREAKDOWN TABLE for the above amount:

Scope of Services	***Price / EUR or USD***
Three-day Engineering training course for NEK Design Bases of ventilation systems and for FMEA and its incorporation into NEK design modification process	
TOTAL:	

   Total fixed and firm Price for the subject of the public procurement should be indicated in the Bid, provided that the above PRICE BREAKDOWN TABLE should be filled in too, in order to enable Purchaser to make quality Bid evaluation. The items of the calculation with price "0", N/A or "/" shall be considered as already included in the total Bid Price. If the price is not filled in, the Bid will be disqualified.
3. In case of Purchaser's acceptance of our Bid, we are ready to start the works under the Contract and complete them all in accordance with the schedule proposed in

the Bidding Documentation.

4. We agree that the Bid is binding for us 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 Services and Delivery completion.

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

Attachment no. 3

PERSONNEL CAPABILITIES

We hereby confirm that the following specialist(s) will be engaged to perform the Scope of Services under the Project: **Engineering training course for NEK Design Bases of ventilation systems and for FMEA and its incorporation into NEK design modification process.**
In particular, we confirm that at least one specialist has direct experience in the development of the original NEK design basis and will be responsible for delivering the related training content.

Specialist Area	***Specialist Full Name***	***Name of the Company***	***Reference Project***
Specialist with direct experience in development of original NEK Design Basis	1. 2.		

Note: Supporting documentation (e.g., CVs, reference letters, or project summaries) may be requested to verify the qualifications and experience listed above.

Place and Date: _____

Stamp:

Signature of Authorized Bidder's Representative: _____