

## NUKLEARNA ELEKTRARNA KRŠKO D.O.O.





**NEK**

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



## **BIDDING DOCUMENTATION**

**No.: 52/26-8260249**

**Rev: 0**

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

**for**

**Reactor Cavity Manipulator Crane Upgrade & In-Mast Sipping System  
Upgrade**

**(RCMC & IMS System Upgrade Project)**

**Krsko, 27.03.2026**

# 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 .....	7
5	ADMISSIBLE BID .....	7
6	NEGOTIATION PROCEDURES .....	7
7	CRITERIA FOR THE BID EVALUATION .....	8
8	ELECTRONIC SUBMITTAL of BIDS.....	11
9	CLARIFICATIONS OF REQUESTS FROM BIDDING DOCUMENTATION AND CONTACTS.....	12
10	BID CHANGES AND WITHDRAWAL OF BIDS .....	12
11	BIDS OPENING .....	12
12	LAWS AND REGULATIONS.....	13
13	ANTICORRUPTION CLAUSE.....	13
14	REVISION/ REVIEW REQUEST.....	13
B.	BID.....	15
15	BID LANGUAGE .....	15
16	PRICE AND TERMS OF PAYMENT .....	15
17	PROPRIETARY INFORMATION.....	15
18	BID VALIDITY .....	16
19	CLARIFICATION OF BIDS.....	16
20	TERMINATION OF PROCEDURE AND WITHDRAWAL FROM THE CONTRACT AWARDING.....	16
C.	CONTRACT AWARD.....	17
21	DECISION ON CONTRACT AWARD.....	17
D.	CONDITIONS FOR BID ACCEPTANCE.....	18
22	GENERAL .....	18
23	SUBCONTRACTORS .....	20
24	THE BID OF A GROUP OF LEGAL BUSINESS ENTITIES (JOINT VENTURE).....	21
25	WALK DOWN PERFORMED AT NPP KRŠKO.....	22
E.	INTEGRAL PARTS OF THE BID .....	23
Chapter 2	DRAFT CONTRACT .....	24
Chapter 3	TECHNICAL SPECIFICATION .....	25
Chapter 4	BID FORM .....	26
Chapter 5	VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES.....	27



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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:

### **Reactor Cavity Manipulator Crane Upgrade & In-Mast Sipping System Upgrade**

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).

W  
**Saša Medaković**

Member of the Management Board

**Gorazd Pfeifer**

President of the Management Board



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

## Chapter 1

# INSTRUCTIONS TO BIDDERS FOR PREPARATION OF BIDS

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## 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

The Project consists of two separate upgrade packages:

- **Reactor Cavity Manipulator Crane (RCMC) Upgrade**
- **In-Mast Sipping System (IMS) Upgrade**

All works shall be performed fully in accordance with NPP Krsko Technical Specification No. SP-ES1454, Rev. 2, and NPP Krsko Technical Specification No. SP-ES1493, Rev. 1, including all their Appendices and referenced documents. All works shall be performed on a turnkey basis.

Bidders may submit Bids for the following LOTS:

**LOT 1 - Reactor Cavity Manipulator Crane Upgrade Project**

Fully in accordance with NPP Krsko Technical Specification No. SP-ES1454, Rev. 2

AND/OR

**LOT 2 - In-Mast Sipping System Upgrade Project**

Fully in accordance with NPP Krsko Technical Specification No. SP-ES1493, Rev. 1

Bidders may submit **stand-alone Bids** for LOT 1 only, or LOT 2 only.

In addition, a Bidder may also submit an **Integrated Bid**, covering the entire scope of the Project (LOT 1 + LOT 2). In such case Bidder is obliged to provide standalone bids for both LOT 1 and LOT 2.

### 3 BIDDING DEADLINE

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

**by May 5, 2026 at 1 p.m. CET**

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

### 7.1 General Principles

Only admissible Final Bids will be evaluated.

Bidders may submit:

- stand-alone Bids for LOT 1,
- stand-alone Bids for LOT 2,
- Integrated Bid covering both LOT 1 + LOT 2 (see Article 2).

The Purchaser will evaluate all possible combinations, including:

- all Integrated Bids,
- combinations of LOT 1 Bids with LOT 2 Bids (Combined Award Option).

All possible combinations will be evaluated as a single Evaluated Bid Option.

Evaluation shall be performed by applying commercial criteria (price) and quality (non-price) criteria, with the following maximum scores:

- Price: 70 points
- Quality (non-price criteria): 30 points
  - LOT 1 Quality Criteria: max 18 points
  - LOT 2 Quality Criteria: max 12 points

### 7.2 Price Evaluation (70 points)

Price evaluation will be performed not per LOT, but per complete Evaluated Bid Option, meaning an Integrated Bid price (if offered), or a combined price of one LOT 1 Bidder + one LOT 2 Bidder. Each such combination is treated as one Evaluated Bid Option.

Each Evaluated Bid Option receives points per the following price scoring formula:

**Price Score = (Lowest Evaluated Price / Evaluated Bid Price) × 70**

- »Lowest Evaluated Price« shall mean the lowest price among all possible combinations (all Integrated Bids and all combinations of LOT 1 and LOT 2 prices from different Bidders)
- "Evaluated Bid Price" means:
  - for Integrated Bid → the total integrated price for LOT 1 + LOT 2
  - for Combined Award Option → sum of the total prices of LOT 1 and LOT 2 offered by two different Bidders
- Prices shall be evaluated without VAT.
- Scores shall be calculated to two decimal places.



### 7.3 Quality Criteria for LOT 1 (max 18 points):

#### a) **Warranty period for RCMC**

**max 6 points**

Warranty period for Reactor Cavity Manipulator Crane (RCMC) as per Art.12.3 of Draft Contract for LOT 1:

<i>Warranty period for RCMC [years]</i>	<i>Score [%]</i>
$4,5 \text{ (min)} \leq t < 6$	0
$6 \leq t < 7,5$	2
$7,5 \leq t < 9$	4
$t \geq 9$	6

#### b) **Demolition and Installation Schedule**

**max 6 points**

<i>Guaranteed Time Frame (Window) for Demolition of existing RCMC, Installation &amp; Commissioning (including SAT) of the new RCMC in days</i>	<i>Score [%]</i>
$8,5 < t \leq 9 \text{ (max)}$	0
$7,5 < t \leq 8,5$	2
$6,5 < t \leq 7,5$	4
$t \leq 6,5$	6

#### c) **Use of servomotors for bridge and trolley drives**

**max. 2 points**

Servomotors offered → 2

Not offered → 0

#### d) **Documentation (per SP-ES1454 section 11.3)**

**max. 4 points**

<i>Documentation Offering</i>	<i>Total Score per Item</i>
Provision of all documents subject to or generated for the project without any restrictions other than restrictions stipulated in 17.2 of this Contract	4
Provision of all documents in accordance with the previous paragraph, with additional restrictions that the full content of 11.3.6.1, 11.3.8, 11.3.9, 11.3.14 d, e, y and z may only be observed at Contractor's facilities	2
Provision of all documents in accordance with the previous paragraph with additional restrictions (provided in compliance matrix) to the above	0

#### 7.4 Quality Criteria for LOT 2 (max 12 points):

##### e) Warranty period for IMS

max 3 points

Warranty period for IMS System as per Art. 12.3 of Draft Contract for LOT 2:

<i>Warranty period for IMS System (years)</i>	<i>Score</i>
$4,5 \text{ (min)} \leq t < 6$	0
$6 \leq t < 7,5$	1
$7,5 \leq t < 9$	2
$t \geq 9$	3

##### f) Polar Crane Time Window

max 2 points

<i>Guaranteed Time Frame (Window) for Polar Crane use in hours</i>	<i>Score</i>
$t \leq 12$	2
$12 < t \leq 18$	1
$18 < t \leq 24 \text{ (max)}$	0

##### g) IMS Features

max 7 points

<i>Feature</i>	<i>Score per Item</i>
a) Implementation of IMS system calibration without the use of noble gas	3
b) IMS system equipped with an integrated dryer (without the use of silica gel)	2
c) Remote control capability	2

#### 7.5 Total Score and Final Ranking

Each Evaluated Bid Option receives:

$$\text{TOTAL SCORE} = \text{PRICE SCORE (max 70)} + \text{QUALITY SCORE (max 30)}$$

The Purchaser will compare all Integrated Bids and all Combined Award Options (all possible combinations of LOT 1 and LOT 2 Bids).

The Evaluated Bid Option with the highest TOTAL SCORE (out of 100) shall be selected.

If an Integrated Bid for the complete Project offers a total price more favorable than the combined prices of the best separate offers for LOT 1 and LOT 2, such Integrated Bid may

prevail, provided it represents the economically most advantageous solution for the Purchaser.

**In case two or more Evaluated Bid Options obtain the same Total Score, the Integrated Bid shall be given preference over any Combined Award Option.**

If two or more **Integrated Bids** obtain the same Total Score, the award shall be made to the Bid with the **lower Evaluated Bid Price**.

If two or more **Combined Award Options** obtain the same Total Score, the award shall be made to the option with the **lower total price** of the combined LOT 1 and LOT 2 Bids.

## **8 ELECTRONIC SUBMITTAL OF BIDS**

The Bidder is required to use the NEK electronic bidding system in preparing Bids. In order to participate the Bidder has to obtain a prior registration on the following link: <http://suppliers.nek.si>.

The Bids must be submitted electronically by using the direct link provided on the Slovenian Portal of the Public Tenders ("Portal Javnih naročil"; <http://www.enarocanje.si>), Art 1.3., Section „Sporočanje“ or TED section, 1.3. Communication.

**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 /ZVISJV-1/ Official Gazette of the Republic of Slovenia, No. 76/17, 26/19, 172/21 in 18/23 – ZDU-10) Rules on Radiation and Nuclear Safety Factors (Pravilnik o dejavnih sevalne in jedrske varnosti-Official Gazette of the Republic of Slovenia, No. 56/24) if applicable.

The procedure must be carried out fully in accordance with the relevant legislation. Regarding the public procurement, the Bidder must meet all requirements and comply with all applicable legal provisions related to providing the subject of the procurement.

## 13 ANTICORRUPTION CLAUSE

Before the official notification on the selection of the winning Bidder, information related to the review, clarification, evaluation and comparison of the Bids as well as recommendations for Contract award shall not be disclosed to the Bidders or any other individual, unless specifically required by a relevant procedure.

The Purchaser and the Bidder shall not perform activities which might influence the selection of a particular Bid.

The Purchaser shall decline the Bid if the Bidder, who submitted the Bid, gives or is prepared to give the Purchaser's current or former employee a present in cash or any other valuable object, offer them a job or any other present or service the value of which can be expressed in currency and by means of which the Bidder would influence the decision or further course of Bids evaluation.

If at any time during the Contract award or execution of the Contract it becomes known beyond reasonable doubt that bribery act from the previous paragraph has been committed or attempted, or that the Contract has been awarded due to the bribery act being promised or committed, directly or indirectly, or if Purchaser's employee or other individual with the potential influence on Contract award or execution requested any kind of service or present, the Contract shall be null and void regardless of the phase of its execution.

## 14 REVISION/ REVIEW REQUEST

Every Bidder participating in the bidding, who maintains that the bidding procedure has not been performed in accordance with the Public Procurement Act (ZJN-3 Official Gazette No. 91/15), can request a review of the procedure.

The Review shall be performed in accordance with the Legal Protection in Public Procurement Procedures Act (ZPVPJN).

The applicant must submit with the request for review the certificate for the payment of tax from Article 71 of the ZPVPJN in the amount of EUR 4.000,00.

Tax is paid to the account of the Ministry of Finance no. 01100-1000358802 – implementation of the budget of the RS, reference 11 16110-7111290-XXXXXXX. 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 separate Contracts for LOT 1 and LOT 2 based on the results of the evaluation performed in accordance with the Chapter "Criteria for Bid Evaluation". The Contract award shall follow the Evaluated Bid Option with the highest Total Score (and considering rules for advantage in case of equal highest Total Scores). An Evaluated Bid Option may consist of an Integrated Bid submitted by a single Bidder (covering LOT 1 and LOT 2), or a Combined Award Option, representing the combination of the best evaluated stand-alone Bids for LOT 1 and LOT 2. If an Integrated Bid is selected, the same Bidder shall be awarded both Contracts (LOT 1 and LOT 2). If a Combined Award Option is selected, the Contracts shall be awarded separately to the Bidders whose LOT 1 and LOT 2 Bids form the selected option.

The Purchaser shall issue a Decision on Contract Award, and notify all Bidders by public notice through "Portal javnih naročil".

The Decision on Contract Award will evidence the reasons for the Purchaser's selection of the best Bid(s) and the amount to be paid by the Purchaser to the Bidder(s) for the execution of the Contracts.

The Purchaser shall invite the selected Bidder(s) to sign the Contract(s).

Within the period of eight (8) working days after receipt of the Contract, the selected best Bidder(s) 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. Bidder Declaration of Eligibility (Attachment No.2)  
Fulfillment of all requirements listed in the *Bidder Declaration of Eligibility* (see Attachment No. 2) confirmed by signing the said document.  
Bidder's Declaration of Eligibility must be filled in by Bidder, and in case of Joint Venture, by all partners in a common Bid.
2. Submittal of all documents required in Chapter 11.2 of NEK Technical Specification No. SP-ES1454, Rev. 2 and SP-ES1493, Rev.1.
3. Bidder's References (Attachments No. 5.1 through 5.3), required as applicable to the offer:
  - 3.1 At least **two (2) confirmed references** as the main contractor or the leading partner of a joint venture regarding **successful coordination and execution of a project for PWR NPPs' inside reactor containment** of more than five (5) million EUR value, **within the past ten (10) years. – applicable for LOT 1**
  - 3.2 At least **two (2) confirmed references** within the last **twenty (20) years, one (1) reference of which, within the past ten (10) years**, regarding **successful design, manufacturing, testing, delivery, installation and commissioning of a complete RCMC control system at PWR and/or BWR NPPs** (either as replacement of old systems or for new-built NPPs). – **applicable for LOT 1**
  - 3.3 At least **two (2) confirmed references** within the last **twenty (20) years, one (1) reference of which, within the past ten (10) years**, regarding the **successful design, manufacturing, testing, delivery, installation, and commissioning of a complete In-mast/Telescope Sipping system at PWR NPPs. – applicable for LOT 2.**

The Bidder shall submit fulfilled and signed Attachments No. 5.1 through 5.3, along with Attachment No. 6 for the stated references in Attachments No. 5.1 through 5.3. Attachment(s) 6 have to be signed by the client or investor associated with the reference. This certificate is to confirm the validity and accuracy of the information provided in the reference. The Purchaser reserves the right to verify the statements, request additional evidence (e.g. contract with the investor or proof of payment) or directly check the references with the investor(s).

The conditions as per item 3. shall be met by Bidder and/or its subcontractor(s). 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.

**4. Personnel Capabilities (Attachment No. 7):**

- 4.1 The **Project Manager** in charge of the **RCMC and/or IMS** replacement required by the scope of this project shall have experience in leading at least two (2) projects (including onsite activities) in PWR and/or BWR nuclear power plants pertaining to component design and replacement/implementation activities each totaling at least three (3) million EUR, in the past ten (10) years.
- 4.2 The **RCMC design engineer** in charge of the **RCMC** control system design required by the scope of this project shall have experience as a lead designer on at least two (2) RCMC projects (replacement or new built) each totaling at least two (2) million EUR, in the past twenty (20) years.
- 4.3 The **IMS design engineer** in charge of the **IMS** system design required by the scope of this project shall have experience as a lead designer on at least two (2) IMS projects (replacement or new built) each totaling at least five hundred thousand (500.000) EUR, in the past twenty (20) years.
- 4.4 The **Site Manager** in charge of the **RCMC and/or IMS** dismantling and installation required by the scope of this project shall have experience in on-site oversight and coordination of at least one (1) RCMC and/or IMS upgrade project within the past six (6) years.
- 4.5 The **Engineer** working on the design of the **RCMC and/or IMS** required by the scope of this project shall have experience in preparing Design Modification Packages and has completed at least two (2) Design Modification Packages per NEK procedures within the last five (5) years.

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

- 5. Fulfilment of Quality Assurance requirements. The Bidder's QA Program shall be in compliance with Section 43 of the NEK Technical Specification No. SP-ES1454, Rev. 2 and SP-ES1493, Rev. 1. The Bidder must establish and implement an efficient quality management system, which complies with the requirements of ISO-9001 and the requirements of QA specification NEK QS 610, rev.2, Generic Quality Assurance Program Requirements.

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

- 6. The Bidding Documentation shall contain one copy of the Bidder's valid Quality system document (Document ID, title, revision number).

## 23 SUBCONTRACTORS

The Bidder may execute the public tender/bidding alone or partly using subcontractors fulfilling requirements declared herein, as well as declared in the Technical Specifications.

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  | <b>BID FORM</b>  |
| Attachment no.2  | <b>BIDDER DECLARATION OF ELIGIBILITY</b>   |
| Attachment no.3  | <b>BIDDER'S STATEMENT OF ACCEPTANCE OF CONDITIONS FROM THE PURCHASER'S BIDDING DOCUMENTATION</b>   |
| Attachment no.4  | <b>SUBCONTRACTOR'S DATA AND BIDDER'S CONSENT FOR DIRECT PAYMENT (in case there are any subcontractors)</b>   |
| Attachment no.5  | <b>PROJECTS PERFORMED BY THE BIDDER AS CONTRACTOR IN THE PAST YEARS- REFERENCES (Attachments No. 5.1 – 5.3)</b>  |
| Attachment no.6  | <b>BIDDERS'S CERTIFICATE OF REFERENCED PERFORMANCE</b>   |
| Attachment no.7  | <b>PERSONNEL CAPABILITIES</b>  |
| Attachment no.8  | <b>STATEMENT THAT THE BIDDER SHALL MEET TECHNICAL AND QUALITY REQUIREMENTS FROM TECHNICAL SPECIFICATION</b>  |
| Attachment no.9  | <b>COMPLIANCE MATRIX</b>   |
| Attachment no.10 | <b>STATEMENT OF QUALITY MANAGEMENT SYSTEM (for Bidder; group of bidders)</b>   |
| Attachment no.11 | <b>CONFIDENTIALITY STATEMENT</b>   |
| Attachment no.12 | <b>DRAFT CONTRACT for LOT 1 and/or LOT 2 (with filled-out blank fields, for procedures including negotiations it does not have to be signed and stamped)</b> |



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



## 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.





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

## Chapter 3

# TECHNICAL SPECIFICATION

Technical Specification No. SP-ES-1454, Rev. 2 and Technical Specification No. SP-ES-1493, Rev. 1 are enclosed hereto and represent an integral parts of the Bidding Documentation. We expect the Bidder to consider the Purchaser's Technical Specification(s) in their quotation and give comments (if necessary).

**Note:**

*The Appendix No. 2 to Appendix No. 19 to NEK Technical Specification No. SP-ES1454, Rev.2 will be made available upon Bidder's request forwarded to the Purchaser and upon signature of the Confidentiality Statement (see Attachment 11).*



Nuklearna elektrarna **Krško, d.o.o.**  
Vodna 12. 8270 Krško  
Slovenija



## Chapter 4

### BID FORM

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



## Chapter 5

# VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES

The Bidders must submit proofs for their qualification and capability to perform the Scope of Services and Delivery offered in the Bid. The proofs shall substantiate the capability and qualification of the Bidder and its offered subcontractors (if applicable) to successfully perform the Scope of Services and Delivery under the Contract.

Therefore, the Bidder shall submit the following verification documents for the Bidder and for its subcontractor (s) (if any) as listed in the forms below:

## BID FORM

Bid No. ....

For the following scope (encircle applicable):

- a) Reactor Cavity Manipulator Crane Upgrade Project ( LOT 1)
- b) In-Mast Sipping System Upgrade Project (LOT 2)
- c) LOT 1 & LOT 2

Bidder Name and Address:.....

Company Bank Account No 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 under the Contract for (encircle applicable):

- a) Reactor Cavity Manipulator Crane Upgrade Project ( LOT 1)  
at Fixed and Firm Total Price of: EUR (or USD) .....  
+ VAT (%) .....
- b) In-Mast Sipping System Upgrade Project ( LOT 2)  
at Fixed and Firm Total Price of: EUR (or USD) .....  
+ VAT (%) .....
- c) LOT 1 & LOT 2 (a) +b) above)  
at Fixed and Firm Total Price of: EUR (or USD) .....  
+ VAT (%) .....

2. PRICE BREAKDOWN TABLE of the above Total Fixed Price(s) is:

For a) RCMC Upgrade Project (LOT 1)

Item	Scope of Services and Delivery	Fixed price / € (excl. VAT)
1	Project management, administration, training	
2	Design & Engineering	
3	Procurement & Manufacturing	
4	Demolition, Installation & Commissioning	

5	Post installation support (fall 2028 and spring 2030)	
6	Transportation DAT NPP Krško	
	<b>TOTAL (1-6)</b>	
	<b>Portion of subcontractors' total price in services</b>	
	<b>Portion of subcontractors' total price in hardware</b>	
	<b>Mark-up for subcontractors' scope of work (%)</b>	

\*Note: The prices under 1 through 6 already include here provided Contractor's mark-up value for subcontractors' scope of work as well as subcontractors' price portion.

**For b) IMS System Upgrade Project (LOT 2)**

<i>Item</i>	<i>Scope of Services and Delivery</i>	<i>Fixed price / € (excl. VAT)</i>
1	Project management, administration, training	
2	Design & Engineering	
3	Procurement & Manufacturing	
4	Demolition, Installation & Commissioning	
5	Post installation support (including 10 years IMS maintenance and operation services)	
6	Transportation DAT NPP Krško	
	<b>TOTAL (1-6)</b>	
	<b>Portion of subcontractors' total price in services</b>	
	<b>Portion of subcontractors' total price in hardware</b>	
	<b>Mark-up for subcontractors' scope of work (%)</b>	

\*Note: The prices under 1 through 6 already include here provided Contractor's mark-up value for subcontractors' scope of work as well as subcontractors' price portion.

**For c) RCMC Upgrade & IMS System Upgrade Projects (LOT 1 & LOT 2)**

<i>Item</i>	<i>Scope of Services and Delivery</i>	<i>LOT 1 Portion /€ (excl. VAT)</i>	<i>LOT 2 Portion /€ (excl. VAT)</i>	<i>Total Fixed price /€, (excl. VAT)</i>
1	Project management, administration, training			
2	Design & Engineering			
3	Procurement & Manufacturing			
4	Demolition, Installation & Commissioning			
5	RCMC Post installation support (fall 2028 and spring 2030)		N/A	
6	IMS Post installation support (including 10 years maintenance and operation services)	N/A		
7	Transportation DAT NPP Krško			
	<b>TOTAL (1-7)</b>			
	<b>Portion of subcontractors' total price in services</b>			
	<b>Portion of subcontractors' total price in hardware</b>			

	<b>Mark-up for subcontractors' scope of work (%)</b>			
--	--	--	--	--

\*Note: The prices under 1 through 6 already include here provided Contractor's mark-up value for subcontractors' scope of work as well as subcontractors' price portion.

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, to enable Purchaser to make quality Bid evaluation. The items of the calculation with price "0", 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. **Warranty periods starting from the date of signature of the Handover Protocol for (encircle applicable):**
  - a) For RCMC: \_\_\_\_\_ years (minimum 4,5 years)
  - b) For IMS System: \_\_\_\_\_ years (minimum 4,5 years)
4. **Guaranteed time frames (circle the applicable option):**
  - a) Demolition of the existing RCMC, installation and commissioning of the new RCMC: \_\_\_\_\_ days (maximum 9 days)
  - b) Use of Polar Crane for demolition of the existing IMS System, installation and commissioning of the new IMS System: \_\_\_\_\_ hours (maximum 24 hours)
5. **Provision of documents to NEK as defined in Section 11.3 of SP-ES1454 (LOT 1) (encircle applicable):**
  - subject to or generated for the project without any restrictions other than restrictions stipulated in 17.2 of this Contract
  - in accordance with the previous paragraph, with additional restrictions that the full content of 11.3.6.1, 11.3.8, 11.3.9, 11.3.14 d, e, y and z may only be observed at Contractor's facilities
  - in accordance with the previous paragraph with additional restrictions (provided in the compliance matrix) to the above
6. **Use of servomotors for bridge and trolley drives: \_\_\_\_\_ (YES or NOT), (applicable for LOT 1)**
7. **IMS Features (applicable for LOT 2) (encircle applicable):**
  - Implementation of the IMS System calibration without the use of a noble gas
  - IMS System equipped with an integrated dryer (without the use of silica gel)
  - Remote control capability
8. 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.
9. We agree that the Bid is binding for us 120 days from the date of the Bids Opening and that it can be accepted by the Purchaser any time within the 120 days' period.

Place and date:

Stamp:

Signature of Authorized Bidder's Representative:

<b>BIDDER DECLARATION OF ELIGIBILITY</b>
--

Project (encircle applicable):

- a) Reactor Cavity Manipulator Crane Upgrade Project ( LOT 1)**
- b) In-Mast Sipping System Upgrade Project (LOT 2)**

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 and our subcontractors 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 point a of the Article 75 of ZJN-3.
6. We are not in mutual dispute that could affect our capability to fulfill the Contract awarded under this public procurement procedure.
7. We have qualified and experienced staff and proper technical equipment for the Scope of Services and Delivery completion.
8. Our annual revenue exceeds ten (10) million EUR for each of the past five (5) years (applicable for main contractor or the lead partner in a joint venture).

Place and date:

Stamp:

Signature of Authorized Bidder's  
Representative

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

Company: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

**STATEMENT OF ACCEPTANCE**

by means of which we hereby declare that we meet the conditions as defined in Article 22 of the Purchaser's Bidding Documentation for the following Scope (encircle the applicable option):

**a) Reactor Cavity Manipulator Crane Upgrade Project ( LOT 1)**

**b) In-Mast Sipping System Upgrade Project (LOT 2)**

Place and date:

Stamp:

Bidder's signature:



**SUBCONTRACTOR'S DATA AND BIDDER'S CONSENT FOR DIRECT PAYMENT**  
**(in case there are 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 (encircle applicable):

- a) **Reactor Cavity Manipulator Crane Upgrade Project ( LOT 1)**
- b) **In-Mast Sipping System Upgrade Project (LOT 2)**

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 the subcontractor to the Contractor.

The Subcontractor shall indicate their option (note: if no option is indicated, Purchaser will assume option 2):

1. We request to be paid directly by Purchaser at our account number, for our part of performed scope of Services and Delivery based on the invoice approved by the Contractor.
2. We do not request to be paid directly by Purchaser and therefore we declare that we are informed that no later than 60 days after signing the hand over protocol we and the Contractor need to submit the Statement 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:

Applicable for LOT 1

Attachment No. 5.1

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

At least **two (2) confirmed references** as the main contractor or the leading partner of a joint venture regarding **successful coordination and execution of project for PWR NPPs' inside reactor containment** of more than five (5) million EUR value, **within the past ten (10) years**.

No	Service Name and Description	Year	Investor, Purchaser (Contact person/ e-mail, phone No. ...)	We have performed the reference delivery as (A or B)
1				
2				
3				
4				

We have performed the reference work as:

- A. as the only contractor
- B. as a leading partner of joint venture

**NOTE:**

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

Place and date:

Stamp:

Bidder's signature:

Applicable for LOT 1

Attachment No. 5.2

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

At least **two (2) confirmed references** within the last **twenty (20) years**, one **(1) reference of which, within the past ten (10 years**, regarding successful **design, furnishing, manufacturing, testing, delivery, installation and commissioning of a complete RCMC control system at PWR and/or BWR NPPs** (either as replacement of old systems or for new-built NPPs).

No	Service Name and Description	Year	Investor, Purchaser (Contact person/ e-mail, phone No. ...)	We have performed the reference delivery as (A, B or C)
1				
2				
3				
4				

We have performed the reference work as:

- A. as the only contractor
- B. as a leading partner of joint venture
- C. as a subcontractor

In case the Bidder engages the subcontractor, the subcontractor shall have the confirmed reference for his part of the service, delivery or/and civil work 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:

Applicable for LOT 2

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

At least **two (2) confirmed references** within the last **twenty (20) years**, one **(1) reference of which, within the past ten (10) years**, regarding **successful design, manufacturing, testing, delivery, installation and commissioning of complete In-mast/Telescope Sipping system at PWR NPPs.**

*NOTE: It is considered that the above-listed required conditions for Bid acceptance have been met if the Bidder or member of a joint venture or its subcontractor executed 100% of the relevant contractual scope as defined below.*

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

We have performed the reference work as:

- A. as the only contractor
- B. as a member of joint venture
- C. as a subcontractor executing

In case the Bidder engages the subcontractor, the subcontractor shall have the confirmed reference for his part of the service, delivery or/and civil work 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:

<b>CERTIFICATE OF REFERENCED PERFORMANCE</b>
--

Subject of the Bid (encircle applicable):

- a) Reactor Cavity Manipulator Crane Upgrade Project (LOT 1)**
- b) In-Mast Sipping System Upgrade Project (LOT 2)**
- c) LOT 1 & LOT 2**

Purchaser: Nuklearna elektrarna Krško d.o.o., Vrbina 12, 8270 Krško, Slovenia (NEK)

**DECLARATION – CERTIFICATE OF REFERENCED PERFORMANCE**

We declare under criminal and material responsibility that the below company

\_\_\_\_\_

has successfully performed the following services and supplies:

\_\_\_\_\_

per Contract No. \_\_\_\_\_, dated \_\_\_\_\_,

in the period from \_\_\_\_\_ till \_\_\_\_\_.

SERVICES/SUPPLIES were performed in the following location(s):

\_\_\_\_\_

Scope of services/supplies is described below with the emphasis on those services and supplies supporting referenced performance required as one of Prerequisites for Bidder Capability:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Referenced purchaser contact person who can be contacted by NEK to verify the Bidder's referenced performance:

Name and surname: .....

Position in the company: .....

E-mail address: .....

Phone: .....

The Work has been performed in a timely manner, professionally and at high quality level in accordance with contractual requirements. The cost calculation of performed services and supplies has been done correctly.

Place and date:

Stamp:

Investor's Signature:

**NOTES:**

1. Purchaser will only take into consideration already successfully completed referenced performance.
2. References not evidenced in this form and having no confirmation by purchaser(s) or having no other certificate containing the data from this form will not be taken into consideration during the bid acceptance registration.
3. Bidder does not have to provide the Declaration – CERTIFICATE OF REFERENCED PERFORMANCE – for his services previously carried out for NEK.

Referenced purchaser's representative authorized to confirm performed services and/or delivery in the name of referenced purchaser:

Name and surname: .....

Position in the company: .....

Signature: .....

Place and date: .....

Stamp:

## PERSONNEL CAPABILITIES

We confirm that **the following specialists** for the areas below **will be engaged** within the Scope of Services and Delivery under the (encircle applicable):

- a) RCMC Upgrade Project
- b) IMS System Upgrade Project

<i>Item</i>	<i>Specialist Area</i>	<i>Specialist Name</i>	<i>Full</i>	<i>Reference Site location (NPP)</i>
a)	<b>Project Manager</b> in charge of the <b>RCMC and/or IMS</b> Replacement required by the scope of this project shall have experience in leading at least two (2) projects (including onsite activities) in PWR and/or BWR nuclear power plants pertaining to component design and replacement /implementation activities each totaling at least three (3) million EUR, in the past ten (10) years.			
b)	<b>RCMC design engineer</b> in charge of the <b>RCMC</b> control system design required by the scope of this project shall have experience as a lead designer on at least two (2) RCMC projects (replacement or new built) each totaling at least two (2) million EUR, in the past twenty (20) years.			
c)	<b>IMS design engineer</b> in charge of the <b>IMS</b> System design required by the scope of this project shall have experience as a lead designer on at least two (2) IMS projects (replacement or new built) each totaling at least five hundred thousand (500.000) EUR, in the past twenty (20) years			
d)	<b>Site Manager</b> in charge of the <b>RCMC and/or IMS</b> dismantling and installation required by the scope of this project shall have experience in on-site oversight and coordination of at least one (1) RCMC and/or IMS upgrade			

	project within the past six (6) years.		
e)	<b>Engineer</b> working on the design of the <b>RCMC and/or IMS</b> required by the scope of this project shall have experience in preparing Design Modification Packages and has completed at least two (2) Design Modification Packages per NEK procedures within the last five (5) years.		

Place and date:

Stamp:

Bidder's signature:

—



**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 shall fully meet the technical and all other requirements as specified in (encircle applicable):

- a) NEK Technical Specification No. SP-ES1454, Rev.2 and Equipment Specification 677055A, Rev. 2, without any deviations.
- b) NEK Technical Specification No. SP-ES1493, Rev.1

☐ **OPTION 2**

We confirm that we shall partially meet the technical and all other requirements as specified in (encircle applicable):

- a) NEK Technical Specification No. SP-ES1454, Rev.2 and Equipment Specification 677055A, Rev.2, with the deviations listed in the Compliance Matrix (Attachment 9).
- b) NEK Technical Specification No. SP-ES1493, Rev.1, with the deviations listed in the Compliance Matrix (Attachment 9).

The deviations are detailed further in the accompanying documents.

*Instructions to Bidder:*

- Please select either Option 1 or Option 2 by marking the checkbox.
- If selecting Option 2, provide a detailed list of all deviations and ensure that these are well-documented in your accompanying bid documents.
- If documentation required per section 11.3 of Specification SP-ES1454 shall be provided to NEK with exceptions (see Section 7, Item 7.1, Table e) of this Bidding Documentation), they shall be listed in the Compliance Matrix (Attachment 9).

**B. COMPLIANCE WITH QA REQUIREMENTS**

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

Place and date:

Stamp:

Bidder's signature:

[illegible]

**Bidder's Signature**

<b>STATEMENT OF QUALITY MANAGEMENT SYSTEM (for Bidder; group of bidders)</b>
--

**Subject of the Contract (encircle applicable):**

- a) Reactor Cavity Manipulator Crane Upgrade Project (LOT 1)
- b) In-Mast Sipping System Upgrade Project (LOT 2)

**Purchaser:** Nuklearna elektrarna Krško

**Bidder:** \_\_\_\_\_

Bidder states that his company has established and implemented an efficient quality management system, which complies with international standards.

(Please mark)

- ☐ ISO 9001
- ☐ ISO 17025
- ☐ 10 CFR 50 App. B
- ☐ 10 CFR 21
- ☐ ASME III NCA-4000; NCA-3800
- ☐ ASME NQA-1
- ☐ ANSI N45.2
- ☐ \_\_\_\_\_

(If the bidder has not established and implemented a quality management system complying with the required standards, the bidder must attach a comparative analysis and an explanation.)

**Note: Bid must include copies of quality certificates and a valid revision of quality management system manual, if it has not been previously sent to NEK.**

**Signature:** \_\_\_\_\_  
*(Person authorized, in bidder's name)*

**Place and Date:** \_\_\_\_\_

**Bidder's stamp:**

<b>CONFIDENTIALITY STATEMENT</b>
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Based on Article 2 of the Trade Secrets Act (Official Gazette of the Republic of Slovenia No. 22/19) the below documents:

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Place and Date:

Stamp:

Recipient (Bidder- name of the company)

\_\_\_\_\_

Recipient's Authorized Representative

\_\_\_\_\_

NEK's Authorized Representative

\_\_\_\_\_