NUKLEARNA ELEKTRARNA KRŠKO D.O.O.



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

TENDER DOCUMENTATION

No.: 8262146

Rev: 0

A LOW-VALUE CONTRACT PROCEDURE
in accordance with article 47 of Public Procurement Act (ZJN-3)

for

Technical security protection of the NEK external warehouse, outage complex, and training center

Krsko, 20.11.2026

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NEK
Nuklearna elektrarna Krško, d.o.o.
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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:

Technical security protection of the NEK external warehouse, outage complex, and training center

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

Saša Medaković

President of the Management Board

Gorazd Pfeifer

NEK
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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: Sonja Živič, International Procurement Department
Tel.: + 386 7 48 02 446, e-mail: sonja.zivic@nek.si

2 SCOPE OF SERVICE AND DELIVERY OR WORK

Fully in accordance with NPP Krsko Technical Specification SP-ES1514, Rev. 1, the Bidder shall perform the following project:

Technical security protection of the NEK external warehouse, outage complex, and training center

Scope 1: Video surveillance system, Perimeter intrusion detection system and Intrusion detection

Scope 2: Access Control System

The subject Technical Specification will be disclosed only to bidders who meet the requirements for its receipt under points 1 and 2 of section “22.1 Conditions for Bid Acceptance" of this Tender documentation.

3 BIDDING DEADLINE

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

by 8th December 2026 at 13:00 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: a low-value contract procedure.

5 ADMISSIBLE BID

The Purchaser will accept only admissible Bids. All the other Bids will be rejected.

An admissible Bid is a Bid that:

- fulfills all the conditions/requests specified in the Technical Specification and other Tender Documents;
- was received on time;
- regarding which there is no evidence of collusion or corruption;
- has not been found by the Purchaser to be abnormally low;
- pricewise does not exceed the Purchaser's funds available for the purchase (valid only for the final Bid);
- is submitted by an economic operator established in a Member State of the European Union or in a country that is a party to, or otherwise covered by, international agreements of the European Union ensuring access to public procurement markets (such as the WTO Agreement on Government Procurement (GPA) or applicable bilateral trade agreements).
- Is submitted by a Bidder in respect of which there are no grounds for exclusion

6 NEGOTIATION PROCEDURES

The Purchaser will only negotiate with the Bidders in respect of which there are no grounds for exclusion and 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 a final Bid within the specified deadline, the Purchaser may, at its sole discretion, consider the Bidder's last submitted bid prior to the Final Bid stage, provided that such bid is technically compliant and commercially acceptable.

7 CRITERIA FOR THE BID EVALUATION

Only admissible Final Bids will be evaluated by pre-established set of criteria and weight factors expressed in percentages.

Bid evaluation result is the percentage of theoretical maximum points, being 100. The Bid with the maximum percentage of points will be selected.

a) Price **88 %**

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.

b) Warranty period **12 %**

Warranty period (in years)	Score (%)
2	0,00
3	4,00
4	8,00
5 or more	12,00

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 B.5., Section „Elektronska predložitev" or TED section, 5.1.12. Terms of submission. The Bidders that have already registered at NEK portal can also find the tender using the name of the tender: "Technical security protection of the NEK external warehouse, outage complex, and training center".

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 Bid 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 has to be 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 entered 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, dated and signed. 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 verifiable.

9 CLARIFICATIONS OF REQUESTS FROM TENDER DOCUMENTATION AND CONTACTS

Should potential Bidders require clarifications of the Purchaser's Tender Documentation, such requests will be forwarded to the Purchaser through the Slovenian website for Public Tenders "Portal javnih naročil" by the date and time specified on the portal 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 Tender Documentation for the Preparation of Bids.
The Purchaser reserves the right to modify (change) Tender Documentation no later than three (3) 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.

Tender 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 not earlier than one (1) hour after the expiry of the bid submission

deadline provided in the public tender notification, published on the Slovenian Portal for Public Procurement and/or in the NEK Supplier Portal.

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

The Contract shall be awarded in accordance with the applicable legislation of the Republic of Slovenia, in particular the Public Procurement Act (ZJN-3), including all amendments, as well as regulations adopted thereunder.

The Contractor shall comply with all applicable laws and regulations, including, where relevant, legislation governing ionizing radiation protection and nuclear safety, in particular the Ionizing Radiation Protection and Nuclear Safety Act (ZVISJV-1), including all amendments, and all implementing regulations, including, in particular, the Rules on Radiation and Nuclear Safety Factors.

The above requirements shall also apply to subcontractors.

Any reference to specific legislation shall be understood as a reference to such legislation together with all amendments, supplements, or replacements thereto.

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 REVIEW REQUEST

A request for review of the procedure may be submitted by parties with legal interest and who maintain that the public tender was not conducted in accordance with the Public Procurement Act (ZJN-3).

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 first 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 Tender 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 Final Bids opening.

The payments shall be effected in EUR and in accordance with payment milestones stated in the Contract.

17 PROPRIETARY INFORMATION

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.

Information designated by the Bidder as confidential or as a trade secret shall only be used for the purpose of the public tender and shall not be made available to anybody outside the circle of persons included in the tender 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 or equivalent designation 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. ZPosS) are marked as confidential, the Purchaser may remove the marks PROPRIETARY or equivalent designation and disclose the information.

18 BID VALIDITY

Bid validity date must be in accordance with the required Bid validity as specified in the Bid Form.

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, issue the Decision and publish a Notification through “Portal javnih naročil”. The Purchaser retains the right to accept or decline any or all the Bids.

The Purchaser shall invite the selected Bidder to sign the Contract or acknowledge the Contract after the standstill period has expired.

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 may 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.

D. CONDITIONS FOR BID ACCEPTANCE AND EXCLUSION GROUNDS

22 GENERAL

22.1 Conditions for Bid Acceptance

All Bids must meet all the conditions for participating in this public tender. The following signed evidence of fulfilling the Conditions for the Bid acceptance shall be submitted by the Bidders:

1. **Technical Requirements**

   The Bidder shall provide evidence demonstrating that it holds a license for the design of technical security systems, in accordance with Article 23 of the Private Security Act (ZZasV-1, Official Gazette of the Republic of Slovenia No. 17/11), as well as a license for the implementation of technical security systems, in accordance with Article 24 of the Private Security Act (ZZasV-1, Official Gazette of the Republic of Slovenia No. 17/11).

   The Bidder shall submit the required evidence to sonja.zivic@nek.si no later than four (4) days prior to the scheduled site walkdown. The required evidence shall also be included in the Bid.

2. **Walk-down**

   A Bidder that meets the Technical Requirements referred to in the preceding section and intends to submit a bid shall be required to perform a walk-down. Instructions regarding the walk-down are provided in Section 25 of this Tender Documentation.

   The Confirmation of performed walk-down (Attachment 2), signed by NPP Krško, shall also be included in the Bid.

3. **Fulfillment of all requirements in the Bidder's Declaration of Eligibility (Attachment 4)** proven by signing the said document.

4. **Statement on Compliance with the technical and quality requirements** listed in Technical Specification no. SP-ES1514, Rev. 1 **(Attachment 5)**.

   In case Option 2 is selected in Attachment 5, the Bidder must provide a separate list of deviations and exceptions.

5. Reference Requirements (Attachment 6)

5.1 Scope 1:

The bidder shall have at least three (3) references pertaining to successful design and installation of Technical security protection equipment as offered per TS SP-ES1514, Rev. 1, in the last five (5) years prior to the bid submission deadline (Attachment 5) in the amount of EUR 25.000,00 (excluding VAT) each.

5.2 Scope 2:

The bidder shall have at least three (3) references pertaining to successful design and installation of Access control equipment as offered per TS SP-ES1514, Rev. 1, in the last five (5) years prior to the bid submission deadline (Attachment 5) in the amount of EUR 25.000,00 (excluding VAT) each.

6. Personnel Capabilities Requirements (Attachment 7)

Note: If the Bidder submits a bid for both Scopes, the personnel proposed for one Scope may also be proposed for the other Scope. Accordingly, the Personnel Capabilities Requirements for both Scopes may be satisfied by the same three (3) qualified individuals, and the Bidder is not required to provide six (6) separate individuals.

The Bidder shall have at least one (1) Responsible Site Project Manager who has successfully conducted at least one (1) project similar to NEK's in the last three (3) years prior to the bid submission deadline, in at least one project involving similar equipment or services with a contract value of not less than EUR 20.000,00 (excluding VAT).

The Bidder shall have at least two (2) Technical Personnel qualified to work with the offered equipment. Each proposed technical expert shall meet the following minimum requirements:

- hold a relevant technical education or professional qualification (at least Level 5 according to the Slovenian Qualifications Framework (SQF) in electrical engineering, mechanical engineering, or another comparable technical field) appropriate to the scope of the offered equipment; and
- have participated, within the last three (3) years prior to the bid submission deadline, in at least one project involving similar equipment or services with a contract value of not less than EUR 20.000,00 (excluding VAT).

Evidence of compliance shall be provided in Attachment 7, including details of the personnel's qualifications and reference projects.

22.2 Exclusion grounds

The Purchaser shall exclude a Bid if the Bidder:

- 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 false or misleading information, or has failed to provide the requested information or supporting documents specified in the Tender Documentation;

23 SUBCONTRACTORS

The Bidder may participate in the tender independently or partially through subcontractors that fulfil the requirements set out herein and in the Technical Specification.

In case Bidder should engage subcontractors for part of the Scope of Services and Delivery, Bidder shall consider Article 94 of ZJN-3.

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.

The Bidder is fully responsible for the fulfilment of the complete Scope of Services and Delivery.

For each subcontractor the Bidder and subcontractor shall fill in the Attachment 8. This applies to all subcontractors down the subcontracting chain.

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.

Only where direct payment is requested by a subcontractor in accordance with and in the manner set out in paragraphs above, shall direct payment to such a subcontractor be deemed to be mandatory in accordance with this the Public Procurement Act and this obligation shall be binding on the Purchaser and the main contractor.

The Purchaser shall pay the subcontractor directly based on the Contractor's authorization for direct payment with subcontractors' consent (Att. 8) 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.

If a subcontractor is replaced after the public Contract is awarded or if the Contractor concludes a Contract with a new subcontractor after the public Contract award, the Contractor 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 may refuse a replacement or new subcontractor if in respect of which there are grounds for exclusion or if the subcontractor does not meet the required criteria stated in this Tender Documentation or this could disrupt the work/services. The Purchaser shall inform the Contractor about the rejection no later than 10 days from the receipt of the proposal.

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 Tender 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 Tender 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

A Bidder that meets the Technical Requirements referred to in point 1 of chapter "22.1 Conditions for Bid Acceptance" of this Tender documentation and intends to submit a bid shall be required to perform a walkdown.

The Bidder has to perform a walk-down at NPP Krško on **30th November 2026** between 8:00 and 14:00 CET (the exact time will be notified at a later stage).

The Bidder shall submit a **walkdown request** to sonja.zivic@nek.si no later than four (4) days prior to the scheduled walkdown date. The walkdown request **shall be accompanied by:**

- evidence demonstrating compliance with the Technical Requirements specified in point 1 of chapter "22.1 Conditions for Bid Acceptance" of this Tender documentation.
- "Krško NPP Trade Secret Non-Disclosure Agreement" (Attachment 1), duly completed and signed by an authorized representative of the Bidder.

A Confirmation of performed walk-down (Attachment 2), signed by NPP Krško, will be issued to the Bidder upon completion of the walk-down.

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	**KRŠKO NPP TRADE SECRET NON-DISCLOSURE AGREEMENT**
Attachment no.2	**CONFIRMATION OF PERFORMED WALK-DOWN**
Attachment no.3	**BID FORM**
Attachment no.4	**BIDDER'S DECLARATION OF ELIGIBILITY**
Attachment no.5	**STATEMENT ON COMPLIANCE WITH THE TECHNICAL AND QUALITY REQUIREMENTS FROM THE TECHNICAL SPECIFICATION**
Attachment no.6	**REFERENCES OF THE BIDDER**
Attachment no.7	**PERSONNEL CAPABILITIES**
Attachment no.8	**SUBCONTRACTOR'S DATA**
Attachment no.9	**DRAFT CONTRACT (with filled-out blank fields, for procedures including negotiations it does not have to be signed and stamped)**
Attachment no.10	**DOCUMENTS REQUESTED PER TS SP-ES1514, Rev. 1.**



Chapter 2

DRAFT CONTRACT

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

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

Chapter 3

TECHNICAL SPECIFICATION

Technical Specification No. SP-ES1514, Rev. 1, will be disclosed only to those Bidders who meet the requirements specified in Points 1 and 2 of section "22.1 Conditions for Bid Acceptance" of this Tender 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 AND VERIFICATION FORMS FOR BIDDER'S QUALIFICATION AND CAPABILITIES

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

The Bidders must submit proof 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.

Attachment no.1

KRŠKO NPP TRADE SECRET NON-DISCLOSURE AGREEMENT

This Krško NPP Trade Secret Non-Disclosure Agreement (the "Agreement") is made and entered into by and between **Nuklearna Elektrarna Krško d.o.o.**, with its principal office at Vrbina 12, 8270 Krško, Slovenia ("Disclosing Party") and _____, located at _____ ("Receiving Party"). The purpose of this Agreement is to prevent any unauthorized disclosure of any Krško NPP Trade Secrets as defined hereinafter.
By signing this Agreement, the Parties hereto form a confidential relationship justifying any disclosure of confidential material within this relationship.

Article 1: Trade Secret / Safeguards information

Meaning for the purpose of this Agreement: Any information and/or material which has or could have any commercial value and/or any other value within the economic activity of the Disclosing Party or for which it is obvious that any disclosure to an unauthorized person would cause significant damage. If such confidential material is made in writing, the Disclosing Party shall have such confidentiality clearly marked **"Trade Secret" or "Safeguards information"** (hereinafter referred to as Trade Secret) or with any other word combination of the same or similar meaning. If such confidential material is disclosed orally, the Disclosing Party shall promptly notify the Receiving Party of being disclosed a Trade Secret which they are obliged to protect. The Disclosing Party shall prepare a memorandum for every oral disclosure, which shall be signed by both Parties.

Article 2: Exemptions

The Receiving Party shall not be obliged to protect the contents received if any of the following applies:

(a) Without the accountability of the Receiving Party, they were publicly known at the time of their disclosure to the Receiving Party or they become publicly known subsequently.
(b) The Receiving Party has been aware of them prior to the signature hereof.
(c) Information about the Disclosing Party was legally disclosed to the Receiving Party by third parties.
(d) They include Trade Secrets, for the disclosure of which the Receiving Party has obtained prior consent of the Disclosing Party.

Article 3: Obligations of the Receiving Party

The Receiving Party shall protect a Trade Secret if disclosed by the Disclosing Party. The employees, external contractors and third parties of the Receiving Party shall also be obliged to protect the Trade Secret. Prior to the disclosure of the Disclosing Party's Trade Secret to such persons, the Receiving Party shall be obliged to conclude written non-disclosure agreements to protect the Trade Secret at least to the extent of this Agreement.

Without a prior written consent of the Disclosing Party, the Receiving Party shall not be allowed to use, disclose, copy, or reproduce in any other way or publish a Trade Secret.
The Receiving Party shall be obliged to prevent any third parties, external contractors, and their employees to use, disclose, copy, or reproduce in any other way or publish a Trade Secret.
Upon a written request of the Disclosing Party, the Receiving Party shall immediately return any notes, written and/or electronic documents and/or any other media containing a Trade Secret.
Upon conclusion of Public procurement procedure for "Technical security protection of the NEK external warehouse, outage complex, and training center" the Receiving Party shall promptly return to NEK or certify in writing to NEK that Receiving Party has destroyed all Trade Secret, including all reproductions.

Article 4: Duration

This Agreement will be effective until the Disclosing Party releases the Receiving Party of their obligation to protect a Trade Secret with a written statement, until the Parties agree upon this in writing or as long as the confidential materials remain a Trade Secret and are not made public.

Article 5: Relationship Between the Parties

This Agreement only creates a confidential relationship between the Parties. It does not create any other form of a business relation between the parties (joint venture, employment relationship, etc.).

Article 6: Validity

If a part of this Agreement is annulled, if will not affect the validity of the remaining part of the Agreement. The Parties shall do everything within their power to maintain the Agreement in force.
Waiver of any rights arising from this Agreement by the Disclosing Party shall not imply a general waiver of this or any other rights provided for in this Agreement. The Agreement shall remain valid. The Agreement shall also remain valid for any legal successors of the Parties hereto.

Article 7: Mistake

By signing this Agreement, the Parties hereto declare that they have taken due notice of all the general terms and provisions herein. The Agreement shall override any potential previous arrangements on the protection of Trade Secrets between the Parties. The Agreement may be amended only by written instrument signed by both Parties.

Article 8: Penalties

In case of breaches of the provisions hereof by the Receiving Party or any third person, the Receiving Party shall be obliged to a contractual penalty of 100.000,00 €. The same

applies to the Receiving Party's legal successors. The contractual penalty shall be valued (the Parties hereto shall determine a Valuation Clause).
The Receiving Party shall be exempted from liability if acting with all due diligence (diligence of a prudent economist, professional).

Article 9: Consensual Dispute Resolution

The Parties undertake to resolve any disputes concerning this Agreement in compliance with the principle of good faith and honesty. If such an amicable settlement of disputes is not possible, the competent court for the resolution of disputes under this Agreement shall be the Competent Court in Krško, Slovenia.

This Agreement has been signed by the representatives of both parties:

For **Nuklearna Elektrarna Krško d.o.o.**

_____
(signature)
Gorazd Pfeifer
President of the Management Board

_____
(signature)
Saša Medaković
Member of the Management Board

At _____, date: _____

For _____

_____
(signature)

_____ (printed name and surname)

At _____, date: _____

Attachment no.2

CONFIRMATION OF PERFORMED WALK-DOWN

By signing this form, the NEK confirms that Bidder:

Bidder's Name and Address:

……

……

……

was present at the mandatory site walk-down at NPP held on _____ at _____, as required for participation in the public procurement procedure:

"**Technical security protection of the NEK external warehouse, outage complex, and training center"**

_____
(printed name and surname)

_____
(signature)

Attachment no. 3

BID FORM

For: Technical security protection of the NEK external warehouse, outage complex, and training center

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 Tender 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: "Technical security protection of the NEK external warehouse, outage complex, and training center"

   Note: Please Fulfill the Offered Scope (The Bidder may submit a bid for Scope 1 only, for Scope 2 only, or for both Scopes.)

   <u>Scope 1:</u> Video surveillance system, Perimeter intrusion detection system and Intrusion detection

   Total Fixed and Firm Price:

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

   <u>Scope 2:</u> Access Control System

   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 and Delivery		*Price / EUR*
Scope #1		
Project documentation (PZI, PID …)		
Technical security protection of NEK external warehouse equipment	Intrusion detection	
	Video surveillance	
Technical security protection of NEK outage complex equipment	Intrusion detection	
	Video surveillance	
Technical security protection of NEK training center equipment	Intrusion detection	
	Video surveillance	
Installation and commissioning		
Training		
Maintenance (two-year period)		
TOTAL SCOPE #1		
Scope #2		
Project documentation (PZI, PID …)		
Access Control System equipment		
Installation and commissioning		
Training		
Maintenance (two-year period)		
TOTAL SCOPE #2		
TOTAL*(SCOPE 1+ SCOPE 2)*:		

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", "included", or "/" shall be considered as already included in the total Bid Price. If the price is not filled in as indicated above, 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 Tender 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. 4

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-1 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. 5

STATEMENT ON COMPLIANCE WITH THE TECHNICAL AND QUALITY REQUIREMENTS FROM THE 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. SP-ES1514, Rev. 1, 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. No. SP-ES1514, Rev. 1, with the following deviations:

[List of Deviations]

1. _____
2. _____
3. _____

Reference to section/document containing deviations (if not fully listed above): _____

……

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. The deviations may be provided in the bid documentation; however, they must be clearly identified as deviations and consolidated in a dedicated section or document (e.g. 'List of Deviations'), which is explicitly referenced in this form.

Place and Date: Stamp: Bidder's Signature

Attachment no. 6

REFERENCES OF THE BIDDER

Note: The Bidder shall clearly indicate for which Scope the bid is being submitted. In the table below, the Bidder shall provide the references required for the relevant Scope. If the Bidder submits a bid for both Scopes, this form shall be completed separately for each Scope, and the required references shall be provided for each Scope individually.

Scope 1:

The bidder shall have at least three (3) references pertaining to successful design and installation of Technical security protection equipment as offered per TS SP-ES1514, Rev. 1, in the last five (5) years prior to the bid submission deadline in the amount of EUR 25.000,00 (excluding VAT) each.

Scope 2:

The bidder shall have at least three (3) references pertaining to successful design and installation of Access control equipment as offered per TS SP-ES1514, Rev. 1, in the last five (5) years prior to the bid submission deadline (Attachment 5) in the amount of EUR 25.000,00 (excluding VAT) each.

No	Service Name and Description	Contract Value at or above 25.000,00 € (YES/NO)	Year	Investor with email of the contact person	We have performed the reference work as(A, B or C)
1					
2					
3					

We have performed the reference work as:

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

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

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

Place and Date: Stamp: Bidder's Signature:

Attachment no. 7

PERSONNEL CAPABILITIES

We confirm that the following technical personnel for the areas below will be engaged within the Scope of Services and Delivery under the Project:

Technical security protection of the NEK external warehouse, outage complex, and training center

- The Bidder shall have at least one (1) Responsible Site Project Manager who has successfully conducted at least one (1) project similar to NEK's in the last three (3) years prior to the bid submission deadline, in at least one project involving similar equipment or services with a contract value of not less than EUR 20.000,00 (excluding VAT).
- The Bidder shall have at least two (2) Technical Personnel qualified to work with the offered equipment. Each proposed technical expert shall meet the following minimum requirements:
    - hold a relevant technical education or professional qualification (at least Level 5 according to the Slovenian Qualifications Framework (SQF) in electrical engineering, mechanical engineering, or another comparable technical field) appropriate to the scope of the offered equipment; and
    - have participated, within the last three (3) years prior to the bid submission deadline, in at least one project involving similar equipment or services with a contract value of not less than EUR 20.000,00 (excluding VAT).

Note: If the Bidder submits a bid for both Scopes, the personnel proposed for one Scope may also be proposed for the other Scope. Accordingly, the Personnel Capabilities Requirements for both Scopes may be satisfied by the same three (3) qualified individuals, and the Bidder is not required to provide six (6) separate individuals

Technical personnel	***Specialist Full Name***	***Name of the Company***	***Reference Project/Value***	***Relevant technical education or professional qualification***
Responsible Site Project Manager				
Technical personnel	1.			
	2.			

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

Attachment no. 8

SUBCONTRACTOR'S DATA

Bidder……

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

Subcontractor's 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

(Note: the value shall represent the actual contractual value of the subcontractor's scope, i.e. the amount payable to the subcontractor by the contractor or directly by the Purchaser).

Place of performance of work: ……

Deadline for performance of work: ……

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

BIDDER'S CONSENT FOR DIRECT PAYMENT

Please indicate your option (note: if no option is selected, Purchaser will assume option 2):

1. We request to be paid directly by the 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 the Purchaser, and therefore we declare that we are informed that, no later than sixty (60) days from the payment of the final invoice, we and the contractor need to submit to NEK that we have been reimbursed for the performed services, delivery and/or civil works

With the signature of this statement, we declare the fulfillment of the following conditions:

- The subcontractor fulfills all the conditions requested with this Tender documentation for their part of the work, delivery, or civil work.
- The contractor retains the primary responsibility for the project.
- Work supervision (indicate as applicable):
  - The subcontractor does not assume supervision of the work.
  - The subcontractor assumes supervision of the work.
- All quality-related responsibilities (indicate as applicable):
  - remain with the contractor
  - are fully or partly transferred to the nominated subcontractor, as follows:
    ……
    ……
    (If selected, the exact scope of responsibilities transferred to the subcontractor must be specified, and also clearly indicated in the organizational chart.)

We authorize the Purchaser to obtain the necessary data for this public procurement process to confirm compliance with the above conditions.

Place and Date: _____

Stamp:

Bidder's Signature: _____

Subcontractor's Signature: _____

NOTE: This form shall be completed only if the Bidder is participating with subcontractors. The form must be completed for each participating subcontractor. In the case of a joint venture bid, the form must be completed by each partner with a subcontractor. The obligations under this point also apply to subcontractors of the main contractor's subcontractors and any further subcontractors in the subcontracting chain.