



# Slovenské elektrárne, a.s.

## **Descriptive document to set up a Competitive Dialogue for the subject: "Pump/Turbine Modernization – Integrator SE"**

The Competitive Dialogue announced by an electronic procedure for awarding an over-limit contract according to article 96 of Act No. 343/2015 Coll. on Public Procurement and on amendment and supplementation of certain acts as amended (hereinafter referred to as "PPA" or "Public Procurement Act" or only as "Act")

Number: 2024/14654

Link: <https://seas.eranet.sk/#/tenderPublicDetails/13582>

On behalf of the Contracting Entity Slovenské elektrárne, a.s.

Elaborated by:

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The compliance of the Descriptive Document with the PPA is confirmed by:

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Ema Cvečková

Approved:

.....  
Róbert Štofko



**Annexes:**

Annex - Request for participation in the Competitive Dialogue

Annex - References

Annex - Notice on the personal data processing

Annex - List of experts

Annex - European Single Procurement Document

Annex - ERANET\_Supplier Guide\_tenders

Annex - ERANET\_Supplier Guide\_registration

Annex - Declaration of Acceptance of the Terms of the Competitive Dialogue and Absence of Conflict of Interest

Annex - Invitation to the Dialogue

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Annex - List of subcontractors

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Drawings – machine parts

Drawings – penstock P3

Boundary conditions for technological part

Scheme mechanical automation system TG1\_6 2014

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Draft of Contract Agreement

Draft of Appendix to Tender

Draft of Particular Conditions

Draft of Interface Agreement

Draft of: B1 Form of Performance security Bank guarantee, B2 Form of Performance security Financial Guarantee

Draft of: C1 Form of Advance payment guarantee Bank guarantee, C2 Form of Advance payment Financial Guarantee

Draft of: D1 Form of Retention money guarantee Bank guarantee, D2 Form of Retention money guarantee Financial Guarantee

Draft of Schedule DAB Members template

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## 1. General Information and Instructions

### 1.1. Identification of the Contracting Entity

Name of the organisation: Slovenské elektrárne, a.s.  
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Internet address of the organisation (URL): <https://www.seas.sk/en/home/>  
(hereinafter referred to as the "Contracting Entity" or "SE").

Communication interface: <https://seas.eranet.sk>.

The email address is only for communication in case of any unexpected and demonstrable failure of the ERANET system.

### 1.2. Definitions

**"Call for completing tasks"** - call to start the tasks within each round of CD

**"Candidate"** - an economic operator that has submitted a Request for Participation in a CD.

**"CFD"** - means computational fluid dynamics analysis

**"Competitive Dialogue"** - a procurement procedure according to art. 96 and art. 74 to 77, except for art. 74 paragraphs 1, 3, and 5, and art. 77 paragraphs 1 and 2 of the PPA – hereinafter referred to as "Competitive Dialogue" or "Dialogue" or "CD".

**"Declaration of achievement"** – statement issued by the Contracting Entity confirming fulfillment of a Task in this Competitive Dialogue

**"Participant"** is a Candidate whose Request has been approved and who was invited to participate in the CD. Only short-listed Candidates will be invited to CD.

**"Parties"** are considered as the Contracting Entity and the Participants.

**"Request for participation in the Competitive Dialogue"** is an expression of the economic operator's wish to participate in the CD and to submit their final offer **based on** a solution or solutions presented and specified during the CD. Further regarded as "Request for participation", or "Request".

**"Tender"** means a tender declared by the Contracting entity in this CD. The Contracting Entity shall announce the tender by publishing a Call for Competition.

**"TG"** means Turbine Generator.



**"Offer"** means a solution submitted by a Participant in a tender.

Any term defined in this clause 1.2. or elsewhere in this document shall have the same meaning (as defined herein) whether or not the term is capitalized.

### **1.3. Procurement Process**

The Contracting Entity proceeds with the Competitive Dialogue according to art. 96 and art. 74 to 77, except for art. 74 paragraphs 1, 3, and 5, and art. 77 paragraphs 1 and 2 of the PPA.

The Competitive Dialogue is a method, by means of which the Contracting Entity communicates with their potential suppliers. It is their mutual conversation that allows the Contracting Entity and the Participants to find the most suitable way to meet the needs of the Contracting Entity.

The Competitive Dialogue is announced for an unlimited number of economic operators who may submit a Request for participation in response to a Call for competition in accordance with article 75 of the PPA by providing the information for meeting the participation conditions requested by the Contracting Entity.

The Contracting Entity may, based on objective and non-discriminatory rules, limit the number of the Candidates invited to participate in the Dialogue to enable economic competition. The rules, according to this Descriptive document, are based on the objective need of the Contracting Entity to reduce the number of the Candidates down to a number justified by the need to balance the nature of the procurement with the resources necessary for its execution.

The Contracting Entity will communicate through the Competitive Dialogue only with the Candidates who have met the participation conditions set by the Contracting Entity.

The purpose of the Competitive Dialogue is to find and define the most suitable way to meet the needs of the Contracting Entity. The offers are evaluated solely based on the best price-quality ratio.

### **1.4. Subject of the Tender**

Modernization of the turbine and the pump with variable speed range with regard to optimal efficiency of the whole machine system, flexible power management in the individual modes and with best frequency regulation of the power system while meeting or exceeding the needs and requirements – Objectives of the Tender.

### **1.5. Name of the Tender Subject**

"Pump/Turbine Modernization – Integrator SE" (hereinafter referred to as "the tender subject" or "the Works")

### **1.6. Goal of the Competitive Dialogue**

The Contracting Entity has started this Competitive Dialogue in order to find the most suitable way of meeting the needs of SE for the Pump/Turbine Modernization – Integrator SE project in the best way.

### **1.7. Brief Description of the tender subject**

The scope of the subject matter will be defined during the procurement process and can be adjusted by SE based on technical, economical, commercial, environmental, permitting and/or funding circumstances. The subject of this tender is a part of the project Integrator SE.

### **1.8. Needs and Requirements – Objectives of SE for the Pump/Turbine Modernization – Integrator SE Project**

The Contracting Entity determines the following requirements for TG1, TG2 machine upgrade:

- Life extension of TG1 and TG2 by at least 25 years;
- Machine upgrade to variable speed in both, turbine and pump mode;
- Machine operation of at least 6000 hours per year with a minimum of 4 turbine start-ups and 4 pump start-ups per day;



- Range of power regulation in turbine operation from ALARA (As low as reasonably achievable) to 122.4 MW considering also an option of increasing the power output;
- Range of power regulation in pump operation ranging from ALARA to 110 MW considering also an option of increasing the power input;
- Weighted efficiency of at least 82 % for turbine operation, as calculated by the Participant in the Weighted efficiency table;
- Nominal efficiency min. 90 % for pump operation at 100 MW;
- High availability of the equipment;
- Maintain or speed-up TG1 and TG2 start-up time in pump and turbine operation, transition from pump to turbine operation and vice versa;
- Ability to work over the full range of heads from 401.55 m to 435.47 m;
- The duration of the shutdown for the implementation of the upgrade works is set at 14 months. The date of completion of the implementation is 31 May 2030;
- The technical boundary conditions for the upgrade of TG1, TG2 machines are the preservation and use of fixed parts embedded in concrete to the maximum extent possible, mainly it concerns:
  - pump and turbine spiral case,
  - pump and turbine draft tube,
  - concreted parts of machine structure,
  - spiral connection to ball valve towards the penstock.
  - Boundary conditions for technological part – (Annex to Competitive dialogue 1<sup>st</sup> round documentation)

The Contracting Entity provides description of Modernization assignment for units TG1 and TG2 PVE Čierny Váh for Integrator SE.

### **1.9. Brief description of the Integrator SE project**

SE as Slovakia's biggest electricity producer is developing an unique hybridization project – Integrator SE (referred to also as the "Project"), which consists of an ambitious refurbishment plan for the 735MW Čierny Váh pumped hydro storage power plant (PHSP) by modernizing two of the existing turbines and adding up to a 80 MW (160 MWh) battery energy storage system (BESS). The name of the project is derived from the main rationale for the project, which is to integrate two types of electricity storage - an existing PHSP Čierny Váh with a new storage capacity provided by the battery. The aim is to optimize two of the six existing ternary pumped storage units and integrate the pumped hydro power plant with a Battery Energy Storage System to enhance flexibility, performance, and grid resilience through the provision of a wider range of ancillary services. Through developing the Project Integrator SE, SE aims to contribute to national and EU climate goals by enhancing flexibility, performance, and grid resilience by providing a wider range of ancillary services, which are crucial for decarbonizing EU economy.

Čierny Váh with its 735MW installed capacity is the largest pumped storage power plant and also the largest hydroelectric power station in Slovakia. It is located on the Čierny Váh river and is connected to a 400 kV line in the northern part of the Slovak grid. Operation of PHSP Čierny Váh plays a crucial role in providing flexibility to the Slovak transmission system. Given its parameters, it represents a unique type of pumped-storage power plant in Slovakia. However, as it has been operating since 1982 and it is nearing the end of its economic lifetime, to continue safe operation a minimal refurbishment of each unit is necessary. At the same time, the end of technical service life of the plant represents a unique opportunity to execute more ambitious modernization scope and ensure the safe and reliable operation of this plant for the next 25 years. The Project Integrator SE modernization scope will enable grid regulation during pumping mode for two out of the six units, which is particularly important with the large balancing needs related to large scale photovoltaic (PV) grid penetration in Central Europe.

The project represents a necessary support for renewables that aligns with the climate objectives of the European Green Deal and Fit for 55 packages. The project is part of the 2022 ten-year network development plan (TYNDP 2022) that the European Network of Transmission System Operators for Electricity (ENTSO-E), publishes every two years presenting how to develop the EU cross-border electricity networks in the next 10 to 20 years. In November 2023, a year later, the European Commission included the project Integrator SE on the 6<sup>th</sup> list of Projects of Common Interest (PCI). Being one of the PCI project, it plays a crucial role at the European level, as the increase of provided ancillary services will not only contribute to resolving the massive flexibility challenges in the neighboring countries, but will also contribute to the integration of markets for balancing capacity and balancing energy.

The project objectives are also in line with Slovakia's updated national energy and climate plan („NECP“), as it addresses flexibility challenges presented in the Slovak NECP. In the case of Slovakia, despite the level of cross-border connections with neighbouring countries is being above the EU average, in order to maintain the reliability of the power system in Slovakia, a sufficient level of flexible resources in light of the current and expected future development of renewable energy sources is required. Slovak NECP stresses the key importance of maintaining and supporting of the operation of existing pumped-storage power plants and supporting the investments aimed at increasing regulatory range and increasing output of existing power plants, which contribute to integrating of higher share of renewable energy sources. Therefore, from all the possible measures, the modernization of existing pumped-storage power plants such as Project Integrator SE appears to be adequate solution to the Slovak grid flexibility challenges.

The Project Integrator SE presents the best cost-effective mean to implement national and EU objectives, as it involves the modernization of an existing pumped hydro storage power plant to achieve state of the art grid regulation parameters leading to a negligible social and environmental impact and an addition of a significant decarbonized grid stability tool. Hybridization of the largest pumped hydro storage power plant in Slovakia by its modernization and construction of the battery, will help to ensure balanced and reliable power grid, while supporting decarbonization-efforts of increasing share of solar PV and wind power plants set in Fit for 55 and REPowerEU packages.

The Project Integrator SE aims to achieve the following objectives:

- Extend the serviceable lifetime of the ternary units of minimum 25+ years .
- Increase the Operational Flexibility to capture opportunities in future integrated energy and complementary services markets through arbitrage strategies (i.e. adding FCR, aFRR, Black start etc).
- Extend the continuous Operation Range by reducing the technical minimum and closing gaps in pumping mode that the existing fixed speed units cannot supply.
- Increase the operational maximum of the turbines from the current 110 MW to the installed capacity of at least 122,4 MW.
- Enable regulation range in pumping mode.
- Demonstrate added value for the grid through facilitating the integration of renewable energy sources through additional ancillary capacity, especially ancillary capacity that might be available during periods of low prices.
- Increase the round trip efficiency of the ternary units at Best Efficiency Point (BEP).
- Exchange of balancing energy across borders

### **1.10. Links within Integrator SE Project Parts**

The subject of this tender is only a part of the Integrator SE project. Different procurement methods will be used to obtain other parts of the project to conclude the project goal. SE will proceed with separate procurements for linking parts of the project, mainly the motorgenerator and frequency converter. These two separate parts of the project will also be procured through the competitive dialogue in order to find the best solution for SE and the project based on entries from SE as well as the other procurements. All of the parts of the Integrator SE Project are linked and must work together as a whole. Getting a working system combined from different parts is the main objective which will govern all of the procurement methods as well as delivery of the separate parts.



The Participant's technical solution will be coordinated by the Contracting Entity with other technical parts of the project during the Competitive Dialogue to ensure the feasibility of the whole project. The Contracting Entity will ensure the protection of data provided by the Participant. When any exchange of data would be necessary, the Contracting Entity will create borderline conditions for the Participants of other parts of the Project. The Participant may be asked by the Contracting Entity to approve the proposed technical solution for their part of the Project. After the Contract award, the Contractors of all parts will be asked to sign an Interface agreement, which is enclosed to this Descriptive Document.

### **1.11. Basic Steps of the Procurement Procedure and Schedule**

Note: below durations are indicated in calendar days

#### **1.11.1. Call for Competition and deadline for Requests for Participation**

A Call for Competition shall be published according to the Public Procurement Act in the European Journal of Public Procurement as above the threshold tender for services, works and goods. Possibility for consultation on participation conditions and requested documentation by the Contracting Entity for the potential Candidates. Set deadline for submitting the Requests for Participation by the economic operators.

Target: within 45 days obtain requests for participation

Estimated time: 45 days

#### **1.11.2. Evaluation of the Requests for Participation**

Based on submitted Requests for Participation, the Contracting Entity will evaluate the Requests for Participation with regard to the set conditions.

The Contracting Entity will make available all necessary documents (technical drawings) to the Candidates, who submitted the Request for Participation.

Target: Evaluate the Candidates of the Competitive Dialogue

Estimated time: 20 days

#### **1.11.3. Invitation to the Dialogue**

Identified Candidates meeting the set requirements will be invited to the Competitive Dialogue. The Participation list will be confidential.

Target: Inform the proceeding Candidates about the decision on their Request.

Estimated time: 1 day

#### **1.11.4. Acceptance of the Invitation to the Dialogue**

The invited Participants shall declare their accepting the Invitation to the Dialogue and the conditions of the Competitive Dialogue within the given deadline. If any of the invited Candidates does not accept the Invitation within the specified deadline, the Contracting Entity shall invite the next Candidate in line for participation, who met the conditions set for participation, but due to limited number of Participants and the decisive rule, was not invited. Once the Contracting Entity receives the Acceptance of the Invitation to Dialogue with the set number of Participants, the Contracting Entity shall inform the rest of the Candidates about their not proceeding to the Dialogue phase. The Contracting Entity shall continue with the Dialogue even with less than 3 Participants, if more Participants would not meet the conditions or if lower number requested participation.

Target: Identify the Participants of the Competitive Dialogue

Estimated time: 5 days

#### **1.11.5. Call for 1<sup>st</sup> round and Invitation to kick-off meeting**



The Participants will be informed about their Participation and will be called to participate in kick-off meeting. The kick-off meeting will be held individually with each Participant. With the Call for kick-off meeting the Contracting Entity will provide the Participants with an access to the documentation.

Target: Present the project objectives and proposal for the next steps. Setting schedule for the tasks and work structure.

Estimated time: 5 days

#### **1.11.6. Call for Completing Tasks in 1st round of the Dialogue**

The Contracting Entity shall send the Call to start the tasks as discussed in kick-off meeting. The tasks shall be done in quality as required in the Call, as well as according to industry standards understood and acknowledged in good faith by the Participants, as highly regarded members of this industry. If the Parties consider any of these standards unclear, it will be raised as query to be discussed and settled within the kick-off meeting, or within the first 20 days after receiving the Call for completing tasks.

Target: Specification of the precise scope and preparation of the technical solution by each Participant in accordance with the project objectives.

Estimated time to finish the tasks: 9 months

#### **1.11.7. Invitation for a Check Point Meeting**

The Contracting Entity shall schedule a check point meeting and invite the Participant at least 2 weeks in advance, unless the Parties agree on earlier meeting. Each meeting will be done separately with each Participant. Further, the check point meeting could be scheduled by the Contracting Entity. If a Participant deems necessary to open some discussion about the solution, they shall ask the Contracting Entity for setting up a check point meeting. The Contracting Entity will set up a check point meeting as soon as possible.

Target: To review the status of the technical specification, to ensure the feasibility of the solution. To manage interfaces and to share technical data across the technologies (pump-turbine, frequency converter, motor generator).

Estimated time: 1+ day / repeatedly as necessary

#### **1.11.8. Presentation of the Tasks Output**

The Parties will agree on a date when the Output of Tasks will be presented at least 20 days in advance, unless the Parties agree with shorter time. The presentation will take place at the Headquarters of SE in Bratislava as a part of a workshop organized between each Participant and SE (Contracting Entity) separately.

Target: Review of the Output of Tasks.

Estimated time: 1 day

#### **1.11.9. Work Acceptance Procedure**

After the presentation, the Participant shall deliver the Output of the Tasks to the Contracting Entity. The required data in the Outputs will become a part of the technical design of each Participant and will be filled in to the evaluation criteria. This data can be changed, if further changes in design are an agreed upon by SE and the Participant and analysis are done. Such a change must be proven and demonstrated to SE in the same manner as the original data.

For the purpose of acknowledging the achievement of the tasks in quality and time set out in the individual Call for Completing the Tasks, SE will deliver to each respective Participant Declaration of Achievement for the individual tasks.



If the Output is not done in quality and time by the Participant, the Contracting Entity shall ask for reparation by the respective Participant. If the Participant is not able to fulfill the Task and therefore receive the Declaration of Achievement, the Participant will be excluded from the Dialogue.

If any of the Participants is unable to fulfill the Objectives, the Contracting Entity may issue a renewed Objectives List of the Project to fulfill the main principle of this Competitive Dialogue, which is to find a feasible solution for the power plant modernization. This shall be communicated and further steps will be done in accordance with the principles of the public procurement and this Competitive Dialogue.

Target: Draft of the technical proposal

Estimated time: 1 month

#### **1.11.10. Closing of the 1st Round and Invitation for a Meeting to Set up the 2<sup>nd</sup> round of the Dialogue**

The Contracting Entity will close the 1st round by sending an Invitation for a meeting to set up the 2nd round of the Dialogue. The Parties will confirm, whether the Contracting Entity estimation for the necessary next steps in defining technical solution as set in the procurement documentation was correct and adjust the tasks if necessary.

Target: Presentation of the technical solution status and proposal for the next steps. Setting schedule for the tasks and work structure.

Estimated time: 1 week

#### **1.11.11. Call for Completing Tasks in 2<sup>nd</sup> Round of the Dialogue**

The Contracting Entity will deliver to the Participants the Call for completing the tasks in 2nd round of the Dialogue to ensure the technical feasibility and prepare detailed technical solution which will be the Participant's technical proposal for submitting an offer.

Target: Finalization of the technical solution by each Participant in accordance with the project objectives.

Estimated time to finish the tasks: 2.5 months

#### **1.11.12. Call for Starting the 4<sup>th</sup> Round of the Dialogue - Contract Negotiations, Negotiations on the Timetable, Negotiating Milestones and Prices**

While the Participants have already created a feasible technical solution and are further developing their solutions into technical proposals, the Contracting Entity shall start with each Participant separately commercial negotiations, which will contain mainly topics on Contract clauses, timeline/schedule, milestones, and prices. For the negotiations, the Contracting Entity will schedule a meeting and will communicate in writing, if necessary.

Target: Set benchmarked commercial conditions for all the Participants.

Estimated time: 1 week after the call for starting the 2nd Round of the Dialogue

#### **1.11.13. Invitation for a Check Point Meeting for the 2<sup>nd</sup> Round Tasks Progress**

The Contracting Entity shall schedule a check point meeting and invite the Participant at least 2 weeks in advance, unless the Parties agree on shorter time. Each meeting will be done separately with each Participant. Further Check point meeting could be scheduled by the Contracting Entity. If a Participant deems necessary to open any discussion about their solution, they shall ask the Contracting Entity for setting up a check point meeting. The Contracting entity will set up a check point meeting as soon as possible.

Target: To review the status of the detailed technical specification. To manage interfaces and to share technical data across the technologies (pump-turbine, frequency converter, motor generator).

Estimated time: 1+ day / repeatedly as necessary

**1.11.14. Presentation of the Output of Tasks**

The Parties will agree on a date for presenting the Output of Tasks at least 20 days ahead, unless shorter time would be agreed upon. The presentation will take place at the Headquarters of SE in Bratislava, as a part of workshop set between each Participant and SE separately.

Target: Review of the Output of Tasks.

Estimated time: 1 day

**1.11.15. Work Acceptance Procedure**

After the presentation, the Participant shall deliver their Output of the Tasks to the Contracting Entity. The required Outputs will become a detailed technical specification from each Participant and will be part of their offer. This data can be changed, if further changes in design are agreed upon by SE and the Participant and analysis are done. Such change must be proven and demonstrated to SE in the same manner as the original data.

For the purpose of acknowledging the achievement of the tasks in quality and time set out in the individual Call for Completing the Tasks, SE will deliver to each respective Participant Declaration of Achievement for the individual tasks.

If the Output is not done in quality and time by the Participant, the Contracting Entity shall ask for reparation by the respective Participant. If the Participant is not able to fulfill the Tasks and therefore cannot receive the Declaration of Achievement, the Participant will be excluded from the Dialogue.

If any of the Participants are unable to fulfill the Objectives, the Contracting Entity may issue a renewed Objectives list of the Project to fulfill the main principle of this Competitive Dialogue, which is to find a feasible solution for the power plant modernization. This shall be communicated and further steps will be done in accordance with the principles of the public procurement and this Competitive Dialogue.

Target: Detailed technical specification

Estimated time: 1 month

**1.11.16. Closing of the 2nd round and Invitation for a Meeting to Clarify Further Technical Analyses for 3<sup>rd</sup> Round of the Dialogue**

The Contracting Entity will close the 2nd round by sending an Invitation for a meeting to clarify further technical analyses for 3rd round of the Dialogue. The Parties will confirm if the Contracting Entity estimation for the necessary next steps in defining technical solution as set in the procurement documentation was correct and if any further analyses are necessary. If further analyses are declared by both Parties as necessary the Contracting Entity shall set a 3rd round of the Dialogue with same process as in previous rounds. If the technical solution has been clarified the technical rounds will be declared as finished.

Target: Determine the completeness of the technical solutions

Estimated time: 2 weeks

**1.11.17. Closing the 4<sup>th</sup> Round of the Dialogue**

After negotiations with each Participant on commercial terms, the Contracting Entity will inform the Participants on the set commercial conditions.

Target: Creating acceptable baseline for commercial conditions within the Contracting Entity requirements

Estimated time: 3 months after finalizing the technical solutions by each Participant

**1.11.18. Call for 5<sup>th</sup> Round of the Dialogue – Submission of the Final Offer**



The Contracting Entity shall Call for submitting the final offer to each Participant. The deadline will be specified in the Call. The Call will refer to each technical solution of the Participant and the baselined commercial conditions for all of the Participants.

Target: Each Participant will be requested to officially submit their detailed technical proposal, as defined in the previous rounds of the Dialogue and use the technical data from the rounds as data entered into the evaluation criteria and to enter their final price and their price breakdown.

Estimated time: 3 weeks

#### **1.11.19. Evaluation of the Final Offer**

The Contracting Entity will evaluate the final offers submitted by the Participants and will send the ranking to the Participants.

Target: Ranking of the Participants

Estimated time: 5 days

#### **1.11.20. Awarding the Contract**

The Contracting Entity will follow internal approval procedures and will ask the first Participant in the ranking to fulfil the requirements of Section 56(8) of the PPA, and do a Sanctioned Persons check. If the Participant in question does not meet the requirements, the Contracting Entity shall move on to the next Participant in the line. As further defined in point 1.28.

Target: Internal approval of the Contract award

Estimated time: 3 months

#### **1.11.21. Call for Contract Signing**

The highest ranking Participant meeting the set requirements will be asked to sign the Contract.

Target: Contract signature

Estimated time: 5 days

#### **1.11.22. Closing the Tender Process**

The Contracting Entity will publish the required information about the procedure.

Target: Fulfill the law requirements

Estimated time: within the law

### **1.12. Nomenclature, as Defined by the Common Procurement Vocabulary (CPV) within the Groups:**

#### **Main subject**

Main Vocabulary:

42112200-9 Hydraulic turbines

71320000-7 Engineering design services

45220000-5 Engineering and construction work

42112000-7 Turbine installations

42113200-6 Parts of hydraulic turbines

45315200-0 Turbine works

42120000-6 Pumps and compressors

#### **1.13. Division of the Subject of the Tender**

The subject of the tender is divided into categories: NO



The subject of the procurement will be procured as a whole in the established CD and cannot be divided into parts due to its nature. The Contracting Entity considers splitting the subject of this tender to be uneconomic and inefficient, as splitting the tender could lead to failure in fulfilment of the conditions to the extent required by the Contracting Entity. Other parts that could be separated from the project, had been put into a separate procurement.

#### **1.14. Expected Value**

The Contracting Entity estimates the value of the tender at 63,1 mil. EUR excluding VAT. The estimated value is based on expert estimation based upon preliminary market consultation and preliminary scope definition.

The Contracting Entity states that the estimated value is only an approximation of the true value because the goal of this Competitive Dialogue is to determine the technical specification of the Works and therefore cannot be fully estimated.

#### **1.15. Contract and Terms of Performance**

Type of contract for the subject of the tender is according to FIDIC Conditions of Contract for Plant and Design-Build for electrical and mechanical plant, and for building and engineering works, designed by the contractor, Yellow book, the first edition 1999, English version. Particular conditions (as a part of the mentioned Conditions of Contract) will be subject to negotiation during the Competitive Dialogue.

#### **1.16. Legal Statute of the Candidate/Participant**

A natural person or legal entity acting individually vis-a-vis the Contracting Entity or a group of natural persons / legal entities acting jointly vis-a-vis the Contracting Entity can be a Candidate/Participant.

A group of suppliers shall include the names of all its members in the Request for Participation. A chief member of the group of suppliers shall submit an electronic Request for Participation in the ERANET system under his own account.

A group of suppliers created for the purpose of the order subject matter supply/realization, whose offer is accepted by the Contracting Entity, shall establish a joint legal form by the date set for concluding the contract, e.g. an Agreement of Association pursuant to Section 829 and following of the Civil Code. The group members will confirm this obligation in the bid by a "Statutory Declaration on Establishment of Group". The statutory declaration must be signed by all the group members. Any change to the constitution of the group or change of Agreement of Association participants compared to its constitution presented for the purposes of submission of documents complying with the terms for participation in the tender shall be forbidden. Failure to comply with these provisions shall lead to disqualification of the Candidate/Participant from the Tender. In such case, the Candidate/Participant shall be notified in writing of the disqualification of his Request for Participation/Offer, including the reasons for disqualification and the deadline for filing an objection.

#### **1.17. Subcontractors**

The Contracting Entity requires that a successful Participant includes in the Contract, at latest on the date of its conclusion, information on all known subcontractors (business name, headquarters, ID, subcontract object, share of subcontracting in %, share of subcontracting in EUR) and persons authorised to act on behalf of the subcontractor in the scope: name and surname, place of residence, date of birth, value, as stated in point 1.30

#### **1.18. Place and Date of Tender Subject Matter Supply/execution**

Place for the tender subject matter supply/execution:

Hydro power plant

Pumped storage hydro power plant Čierny Váh

033 01 Liptovský Hrádok

Deadline/period of tender subject matter supply/execution: 31.5.2030

#### **1.19. Source of Financing:**

At the time of the publication of the Competitive Dialogue, the Contracting Entity expects to finance this project from combination of its own resources and EU/state funds.

### **1.20. Language**

The Tender will be held in the English language. All the communication in the Tender will be done in English. The Contracting Entity will accept offers submitted in English, Slovak as well as Czech languages (following the requirement by the law). If the Candidate/Participant states in the communication with the Contracting Entity their communication language as Slovak or Czech, the Contracting Entity shall lead the oral communication in Slovak as well as minutes of the meetings and reports. Written communication done by the Contracting Entity towards all of the Participants will be done in English. The rulling language of the Contract and its Annexes will be always English.

If the Certificates, documents by means of which the candidate/group of candidates demonstrates compliance with the conditions of participation (art. 32 and art. 34 of the PPA) or the offer security documentation have been issued in original form in Slovak language or Czech language, the Participant may submit such documents in their original form in Slovak language or in Czech language. If the Certificates, documents by means of which the candidate/group of candidates demonstrates compliance with the conditions of participation (art. 32 and art. 34 of the PPA) have been issued in any other language than Slovak, Czech or English the Participant must provide such document in official translation to English.

### **1.21. Currency and Prices Stated in the Offer**

The price for supply of the requested tender subject matter proposed by a Participant and specified in the Participant's offer shall be provided in Euro currency.

Price under the Contract must be set pursuant to Section 3 of the National Council of the Slovak Republic Act No. 18/1996 Coll. on Prices as amended, the Ministry of Finance of Slovak Republic Decree No. 87/1996 Coll. implementing Act No. 18/1996 Coll. on Prices.

A Participant must submit their price for all the items specified in part of this Descriptive document – "Offer Evaluation Criteria". The price calculation shall comprise an annex to the Contract.

If a Participant is subject to paying the value added tax (hereinafter "VAT") in the Slovak republic (SR), they shall provide the proposed price structured as follows:

- proposed contractual price excluding VAT,
- VAT rate and VAT amount,
- proposed contractual price including VAT,

If a Participant is not subject to paying the VAT payer in the SR, they shall state this fact in their offer.

The Selected Participant is obliged, prior to submitting their offer, to take into consideration everything that is essential for complete and due performance of the Contract, whereby they shall include in their contractual prices all costs connected with performing the tender subject matter which could in some way affect the price and nature of the offer or provision of the service.

### **1.22. Governing Law**

This procurement (including the Contract itself) is governed by Slovak law.

### **1.23. Tender Security**

The Contracting Entity shall request furnishing of a Tender Security to secure the offer. The Participant must submit the Tender security together with the last Output of the 1st round/draft of Contractor's proposal.

The Tender Security amount shall be 200 000 EUR (in words: twohundredthousand euro).

The Tender Security can be furnished in the following forms:

- by providing a bank guarantee,



- by depositing funds to the Contracting Entity's bank account or
- by a guarantee insurance.

The Participant will select the form, from the aforementioned alternatives, in which the Tender Security would be furnished.

#### 1.24. Offer Validity Period

For the purposes of the validity of the Participant's Outcomes, the Participant shall assure the validity of the Outcomes and their binding nature within the Competitive Dialogue unless the Contracting Entity changes their requirements to such nature, that the proposed solution is no longer applicable.

The Tender Security shall remain valid for 12 months from the date of submitting the final Output of the 1st Round.

#### 1.25. Tender Security Provision Terms

In the event of providing a bank guarantee

- 1.25.1.** Provision of a bank guarantee is governed by provisions of Sections 313 to 322 of the Slovak Commercial Code. The letter of the guarantee may be issued by a bank having its registered office in the Slovak Republic, by a branch of a foreign bank in the Slovak Republic, or by a foreign bank. The bank guarantee validity must be limited in the letter of guarantee the offer validity period expires. The bank guarantee shall come into existence by means of a declaration from the bank in the letter of guarantee stating the bank shall pay the creditor (the Contracting Entity) on behalf of the debtor (the Participant) in the event that their security would forfeit to the Contracting Entity. The Participant shall meet the requirement of furnishing the Tender Security in the form of a bank guarantee by providing a valid letter of guarantee including the requisites below and by submitting it to the Contracting Entity (together with other parts of the offer) before the deadline set in this Descriptive document.

The following shall be clear from the letter of guarantee issued by a bank:

- provided bank guarantee relates to security of basic offer, updated offer (in the Dialogue's Rounds), and final offer (submitted after closing the negotiation),
- the security provided by the bank guarantee shall be forfeited to the Contracting Entity if:
  - a) the Participant withdraws their offer within the validity period,
  - b) the Participant does not provide their due cooperation necessary for conclusion of the Contract or refuses to conclude the Contract or Frame Contract pursuant to Section 56 (8 – 10) of the Public Procurement Act,
- if the Tender Security is forfeited, the whole amount of the funds provided by the bank guarantee will forfeit to the benefit of the Contracting Entity,
- the bank shall undertake to pay to the Contracting Entity the incurred receivable within 7 days upon receiving their written request for payment,
- the bank guarantee is valid during the offer validity period,
- **the bank guarantee shall be terminated in one of the following ways:**
  - i. by a payment from the bank in the scope the bank has provided against the Participant to the Contracting Entity,
  - ii. by cancelling the bank guarantee by the Participant upon the delivery of the Contracting Entity's written notice/consent to the Participant,
  - iii. by the validity period expiration, if the Contracting Entity fails to enforce their request based on the issued letter of guarantee from the bank.

If a bank guarantee has been granted on behalf of a Participant, such Participant shall present a proof of the bank guarantee in their offer, in the form the letter of guarantee scan, and **concurrently in the form of a separate original of the letter of guarantee** (a copy of the letter of guarantee verified by a notary is not sufficient), which shall be delivered within the period set in this Descriptive document in a sealed envelope under the title of the tender „Pump/Turbine Modernization – Integrator SE“ and with the identification data of the Participant, to the contact address of the Contracting Entity.



A bank guarantee sent in the form of a swift report will not be accepted.

**1.25.2.** In the event of depositing funds on the Contracting Entity's bank account

The Participant's obligation to secure the offer by depositing funds to the bank account of the Contracting Entity is considered fulfilled if the funds are credited to the Contracting Entity's account as specified below:

name of account: **Slovenské elektrárne a.s.**  
account no.: **2000160302/ 8130**  
IBAN: **SK35 8130 0000 0020 0016 0302**  
bank details: **Citibank Europe plc., branch of a foreign bank, Bratislava**  
BIC: **CITISKBA**  
variable symbol: (fill in Participant's identification number)

The Participant takes note that:

- the funds must be credited to the Contracting Entity's bank account not later than on the deadline set in this Descriptive document,
- credited funds relate to the security of basic offer, updated offer (in the negotiation), or final offer (submitted after closing the negotiation).

The security provided by depositing the funds shall be forfeited to the Contracting Entity if the Participant within the offer validity period:

- a) withdraws their offer, or if
- b) does not provide their due cooperation necessary for conclusion of the Contract or refuses to conclude the Contract or Frame Contract pursuant to Section 56 (8 - 12) of the Public Procurement Act.

If the tender security is forfeited, funds provided by the bank guarantee will be paid to the benefit of the Contracting Entity in the whole sum.

The validity period of the offer security provided by depositing funds to the Contracting Entity's bank account shall last until the expiration of the offer validity period, or expiration of extension period of the offer validity (provided that the Contracting Entity and the Participant have agreed on the prolongation of offer validity period).

**1.25.3.** In case of guarantee insurance against a Participant:

Provision of the guarantee insurance shall not be in contradiction with provisions of the Act No. 39/2015 Coll. on Insurance and on the amendments and supplements of certain acts as amended. The insurance contract must be concluded in such a manner that the Participant is an insured person and the Contracting Entity is a beneficiary person from insurance contract.



A validity period of guarantee insurance must be specified in an insurance contract and in a document of guarantee insurance proving its existence issued by an insurance company, at least until expiry of the offer validity period. The guarantee insurance shall come into existence by a written declaration from an insurance company in the document of guarantee insurance stating the insurance company shall pay the creditor (the Contracting Entity) on behalf of the debtor (the Participant) in the event that their security is forfeited to the benefit of the Contracting Entity. The Participant shall meet the requirement of furnishing the tender security in the form of a guarantee insurance by providing a valid document of guarantee insurance including the requisites below and by submitting it to the Contracting Entity (together with other parts of the offer) before the set deadline in this Descriptive document.

The following shall be clear from the document of guarantee insurance issued by the insurance company:

- provided guarantee insurance relates to security of basic offer, updated offer (in the Dialogue's Rounds) and final offer (submitted after closing the negotiation),
- the security provided by the guarantee insurance shall be forfeited to the benefit of the Contracting Entity, if a Participant within the offer validity period:
  - c) withdraws their offer,
  - d) does not provide their due cooperation necessary for conclusion of the Contract or refuses to conclude the Contract or Frame Contract pursuant to Section 56 (8 – 10) of the Public Procurement Act,
- it is an irrevocable, unconditional guarantee insurance without objections,
- if the tender security is forfeited, the funds provided by the guarantee insurance will in the whole amount forfeit to the benefit of the Contracting Entity ,
- the insurance company shall undertake to pay to the Contracting Entity's bank account the incurred receivable within 7 days from the receipt of the Contracting Entity's written request for payment,
- the guarantee insurance is valid during the offer validity period ,
- **the guarantee insurance shall be terminated in one of the following ways:**
  - i. by a payment from the insurance company in the scope the insurance company has provided against the Participant to the Contracting Entity,
  - ii. by cancelling the guarantee insurance by the Participant upon the delivery of the Contracting Entity's written notice/consent to the Participant,
  - iii. by the validity period expiration, if the Contracting Entity fails to enforce their request against the insurance company resulting from the issued document of guarantee insurance.

If a guarantee insurance has been granted on behalf of a Participant, such Participant shall present a proof of the guarantee insurance in their offer, in the form of a scanned copy of the document of guarantee insurance, and **at the same time in the form of a separate original document of guarantee insurance** (a copy of the document of guarantee insurance verified by a notary is not sufficient), which shall be delivered within the period for submitting offer in a sealed envelope under the title of the tender „Pump/Turbine Modernization – Integrator SE“ and with the identification data of the Participant, to the contact address of the Contracting Entity .

The Contracting Entity shall release or return the offer security to the Participant within seven days as of

- the expiry of the period of firmness of offers;
- the elapsing in vain of the period for receiving objections, if they are excluded from the public procurement by the Contracting Entity, or if the Contracting Entity cancels the award procedure used;
- awarding the contract.

The Participant shall choose the way of furnishing the security themselves in accordance with the terms of furnishing security stipulated in this Descriptive document.



If a offer does not include a document proving due deposit of security submitted in compliance with the requirement stipulated in this Descriptive document (note: submission of the bank guarantee original or document of guarantee insurance to the address of the Contracting Entity) or if the Contracting Entity's account is not credited with a sum of the security funds within the required period and in a required way, the Participant will be excluded from the tender. The Participant shall be notified of the disqualification of their offer, including the reasons for disqualification and the deadline for filing their request for a remedy.

### **1.26. Principles and communication between the Contracting Entity and Candidates or Participants**

The Parties will act in good faith to find solutions and achieve the Purpose of this Competitive Dialogue. The Parties will respect the rights of each other. SE will create conditions in this Competitive Dialogue to protect the rights of the Participants and will always take all protective measures to ensure the protection of the rights of the Participants. Any information received or acknowledged by the Participants in this Competitive Dialogue about other Participant's work product shall be kept as confidential and can not be used in any way by some other Participant. Any opposite action will be considered as not in good faith. Any act by a Participant that will be deemed as not in good faith shall be dealt with according to the Descriptive Document.

The data provided by the Contracting Entity shall only be used by the Participant for the purposes of completing this Competitive Dialogue and can not be used for any other purpose. The Contracting Entity may claim any rights and obligations arising from breaching the obligation on using the data provided by the Contracting Entity.

If any output of the Tasks results to an activity that is protected by law of industrial or intellectual property (hereinafter referred to as a "Copyright Work"), SE shall be entitled to use it for the purposes of future repairs, maintenance, reconstructions, changes or enhancements to SE assets, in particular for the use according to Section 19 of Act No. 185/2015 Coll. the Copyright Act, as amended (hereinafter referred to as the "Copyright Act") and for any other manners of use of the Copyright Work that are known at the time of issuing the Declaration of achievement for the Tasks set in the 1st round, for the duration of the copyrights under Section 32 of the Copyright Act. For the avoidance of any doubts, the Participant shall provide to SE its written consent to use the Tasks (and any output of the Tasks) and any Copyright Work in accordance with Section 19 of the Copyright Act and in accordance with the previous sentence. Such a written consent shall be part of a written affidavit of the Participant referred to in the first paragraph of article 1.28 herein and shall grant to SE a licence to use the Copyright Work with unlimited territorial and substantive scope, whereas SE shall have the right to transfer the licence agreement to another person or to grant a third party a sublicense without the need for additional consent from the Participant. The remuneration for the use of Copyright Work for a licence pursuant to this clause is included in the Compensation as set in the Descriptive document.

If any issue arises relating to confidentiality and Copyright Work all Parties will first undertake to settle all legal relations with the purpose of continuing in the Competitive Dialogue and fulfilling its Purpose.

Parties will always try to achieve an agreement on any solution or process necessary for finishing the Competitive Dialogue.



By participating in the Competitive Dialogue, the Candidate/Participant (i) declares and confirms that they will proceed throughout the course of the Competitive Dialogue in accordance with the principle of preserving competition and in accordance with the rules on the protection of competition under the Act on the Protection of Competition, and (ii) undertakes to take all steps necessary to prevent collusion in the process of the Competitive Dialogue, in particular, but not limited to, avoiding any discussion with other Candidates/Participants or other third parties in the Competitive Dialogue, which in any way would or could result in the restriction of the competition in the Competitive Dialogue. The above applies not only in relation to the Candidates/Participants, but also in relation to all their employees, advisors, suppliers as well as any other third parties directly or indirectly involved in its participation in the Competitive Dialogue and the preparation of the Tender or Offer.

The Dialogue will be conducted in accordance with the principles of public procurement set out in Section 10 (2) of the Public Procurement Act.

The Contracting entity will keep the Dialogue with all Participants separately.

Communications between the Contracting Entity and Candidates or Participants shall be carried out electronically in this public procurement that shall ensure permanent capture (record) of the content thereof via the ERANET system, available at: <https://seas.eranet.sk>.

For the needs of electronic communication, each Candidate/Participant shall be required to register in the ERANET system at: <https://seas.eranet.sk>. The registration in the ERANET system is free of charge. For working in the ERANET system the Contracting Entity recommends to use the latest versions of browsers Chrome, Firefox, Edge.

The moment of delivery, as well as receipt of electronic information, shall be deemed to be:

- the moment of its publication where the information is not sent electronically, but is merely published in the ERANET system (particularly the Descriptive documents, clarification of Descriptive document etc.);
- the moment of it having been a read in the ERANET system where the information is sent electronically, and if the period set by law or Contracting Entity's committee begins to run as of the information delivery date. This concerns in particular the following events:
  - information on exclusion, selection of Candidates, invitation to the Competitive Dialogue;
  - request for replacement of a subcontractor, or third party, through which the Participant proves the satisfaction of the participation conditions.

In the event that the Contracting Entity, Participant or Candidate fails to read electronic information within 3 business days as of the day of dispatching such electronic information, such information shall be deemed to be delivered following the expiry of the last day of the set period.

The moment of dispatching information where the information is sent electronically, and that is to be delivered to the recipient within the period set by the Public Procurement Act. This concerns in particular the following events:

- sending of the minutes from final offers.



In the event that a Candidate or Participant dispatches information by the means unable to permanently capture the content of such information and its genuine nature cannot be guaranteed, i.e. information filed email, the Candidate or Participant shall ensure the delivery of such request to the Contracting Entity also in electronic form via the ERANET system, not later than 3 business days of the date of dispatching such request by the mentioned means. In order to comply with the deadlines for delivering the requests to the Contracting Entity, the decisive day of delivery of the request shall be that in electronic form via the ERANET system. Where the Contracting Entity fails to receive the request within 3 business days of the day of its dispatch by email as well as in electronic form via the ERANET system (i.e. in the form safeguarding the permanent capture of the document's content), the Contracting Entity may deem such request as if it had not been filed.

Where the sender of an electronic message is the Contracting Entity, then the Contracting Entity shall promptly dispatch information to the contact email identified by the Candidate or Participant with regard to the fact that there is a new message regarding the contract. The Candidate or Participant shall log in to the system and be able to open and read the message in question in the communication interface of the system

Provided that the Descriptive document contains requirements for submitting offers, clarification of Descriptive document, clarification of requirements indicated in the invitation to submit offers, or supplementing Descriptive document, clarification of the submitted offers or any other communication between the Contracting Entity and the Candidate/Participant, this shall mean at any time the use of communication via the communication interface of the ERANET system.

Certificates and other documents which are part of the Request for Participation/Offer shall be submitted as follows:

- Documents forming the Candidate/Participant's Request for Participation/Offer not originally issued in electronic form but in a hard copy shall be submitted in their scanned version via the ERANET system. The Candidate/Participant may also submit copies of documents, including copies in electronic form.
- Documents forming the Candidate/Participant's Request for Participation/Offer originally issued in electronic form shall be submitted in their original electronic version via the ERANET system.
- The Contracting Entity reserves the right to request from a Candidate/Participant the original issue of documents submitted by the Candidate/Participant in their Request for Participation/Offer in the scanned version in the following cases: the Participant has succeeded in this public procurement; the Contracting Entity acquires doubts as to the authenticity of such documents; if it is deemed necessary to ensure proper course of the public procurement process.
- The documents submitted in the ERANET system shall correspond to their original form so that the Contracting Entity could faithfully assess the satisfaction of the participation conditions, requirements to the tender subject matter and the bid requirements.
- The documents signed or containing an imprint of a stamp shall be submitted in electronic form with a statement of the first name and surname of persons who signed such documents and the date of signature without including the signature of such persons and imprint of such stamp. Documents submitted in this manner shall be published by the Contracting Entity under its profile in accordance with Section 64 (1) (b) of the PPA.

### **1.27. Meetings**

Because of the nature of the Competitive Dialogue, part of the process focuses on the Dialogue between the Parties. The meetings and negotiations will be done in person either at headquarters of the Contracting Entity in Bratislava or if necessary at the site at PHSP Čierny Váh. If for any reason a meeting or negotiation will take place via online platform teams, SE will inform the Participants ahead of time, that such a meeting will be held online.



The Contracting Entity will create meeting minutes or simple reports (if a statement from one side is necessary to capture the information). The Dialogue process shall be kept for internal purposes as well as for transparency, and any future audit. Only information, which is required by law to be made public, will be made publicly available.

If the Participant does not participate in the scheduled meeting the Contracting Entity will make the decisions and inform the relevant Participant.

### **1.28. Rules for Conducting the Dialogue**

After evaluating the Requests for participation the Contracting Entity shall invite the qualified Participants to the Dialogue. The Contracting Entity will deliver the Invitation to the Dialogue to the Participants. The Participants will deliver an Acceptance to the Dialogue, written affidavit of the Participant (duly signed by the persons authorized to act on behalf of the Participant), that they have read and understood the Invitation to Participate in the Dialogue and the Descriptive document, that they agree with the conditions set out in the Invitation to participate in the Dialogue and the Descriptive document. The Contracting Entity will set a date for a kick-off meeting with each Participant separately and send an Invitation to the Kick-off meeting.

The first kick-off meeting will set tasks to be undertaken and schedule. Within each task if the Contracting Entity deems it necessary, will ask for a checkpoint meeting, where the Contracting Entity and Participant will discuss the progress and any issues. The Contracting Entity shall assess the progress and results and if they deem necessary to issue any differing instructions, they will do so transparently to all the Participants. The Contracting Entity shall assess the feasibility of the technical solutions and adapt, or change the requirements for this Competitive Dialogue. The Contracting Entity shall continue the Dialogue until they can identify the solution or solutions, which are capable of meeting their needs. The Contracting Entity states that the resolution of this Competitive Dialogue - awarding the Contract for works for modernization of the pump/turbine, is the main reason for this procurement process. Therefore because of the need to make the Project feasible, the Contracting Entity shall adjust any of the stated requirements. The Contracting Entity will not accept solution from a Participant, which do not meet the set requirements and will not continue in the Dialogue Phase with such Participant. The Contracting Entity shall do so under the principals of the procurement, mainly transparency and proportionality. The resources used for setting up and leading this Competitive Dialogue on both sides (the Contracting Entity and the Participants) shall be used to finish the Competitive Dialogue and award the Contract for works. The purpose of the Competitive Dialogue is to find the most suited solution for the Contracting Entity.

If a Participant needs any cooperation or information from the Contracting Entity for the purpose of fulfilling the objective of this Competitive Dialogue, the Contracting Entity shall provide all possible cooperation. All information provided by the Contracting Entity shall be publicized within all Participants.

Contracting Entity shall not reveal to any other Participants any solutions proposed, nor any other confidential information communicated by a Participant participating in the Dialogue without their consent. Such consent shall not take the form of a general waiver, but shall be given with reference to the intended communication of specific information. Information that the Participant designates as confidential in the tender will neither be disclosed, nor otherwise used without the prior consent of the Participant, unless the above will not be contrary to the law and other applicable generally binding regulations, it will be clear from the content of the tender, which information the Participant considers to be confidential.

The Participant is obliged to maintain confidentiality of any confidential information disclosed to them during the tender procedure.

The Parties will act in good faith to find solutions and achieve the Purpose of this Competitive Dialogue. Any information received or acknowledged by the Participants in this Competitive Dialogue about other Participant's work product shall be kept as confidential and can not be used in any way by the other Participant. Any opposite action will be considered as not in good faith. Any act done by a Participant that will be deemed as not in good faith shall be dealt with as follows:



If any action done by a Participant would be considered by the Contracting Entity as not in good faith, the Contracting Entity will ask the Participant for their statement to this assumption. The Participant will have the right to submit to the Contracting Entity a statement to clarify, explain or remedy the raised issue. The Contracting Entity will take the statement into consideration and will state, whether the action is considered by the Contracting Entity as not in good faith. The Contracting Entity shall determine, whether the severity of the action raises the option for exclusion the Participant from the Competitive Dialogue or if any other measures should be taken to protect the rights of the Parties.

The Contracting Entity shall set a date for presenting the Output of the Participant separately. The presentation will take place in Bratislava, at the SE headquarters. In this presentation the Participants will introduce the results and findings of their tasks and present the outputs. The Contracting Entity shall open the Dialogue about the outputs and determine the next steps for developing the technical solution.

After the presentation the Contracting Entity will examine the Outputs and documentation of the Participants. By submitting the Draft of the Contractor's Proposal in the 1<sup>st</sup> Round, the Participant is obliged to further develop the technical solution in the next rounds of Dialogue and if no requirements will change submit the Final offer. Failure to do so will be considered as withdrawal of the Proposal and the Contracting Entity may forfeit the Tender security. If the Participant met the goal of the task, the Contracting Entity shall acknowledge the achievement of the tasks in quality and time set out in Competitive Dialogue, SE will deliver to each respective Participant Declaration of Achievement for the individual tasks. The Declaration of Achievement will state that the tasks have been fulfilled in compliance with the set rules and requirements. If the tasks have not been fulfilled in compliance with the set rules and requirements the Contracting Entity will send to the Participant a notification about identified deficiencies and will set a reasonable timeframe for rectification if such is possible. The Contracting Entity may, if it deems necessary, set a meeting to clarify the deficiencies and possible rectification. The rectification shall not compromise the purpose of the Competitive Dialogue and its schedule and timeframe.

Issuing the Declaration of Achievement concludes the confirmation of the conclusion of the agreement on the public proposal for delivering the specified tasks in the 1st round of Competitive Dialogue.

### **1.29. Payments to the Participants in the Dialogue**

The Participants that receive the Declaration of Achievement for all the tasks set in 1st round shall receive a payment in the amount of 400 000 EUR plus applicable VAT. After receiving the Declaration of Achievement for all tasks set in 1st round, the Participant may within 15 days issue an invoice for the afore-mentioned payment, with all necessary information according to the respective law and attach all of the Declarations of Achievement from the 1st round to the invoice stating the payment according to the Competitive Dialogue Pump/Turbine Modernization – Integrator SE. The due date for payment by the Contracting Entity shall be 60 days after receiving the complete invoice. For VAT purposes the date of delivery will be considered the date of issue of the last Declaration of Achievement for the 1st round Tasks.

The invoice must contain all particulars in compliance with applicable legislation.

Where the Participant and the Contracting Entity have entered into a valid Agreement on Electronic Delivery of Invoices, the delivery of invoice (and documents defined in such agreement) shall be governed by that special agreement.

Otherwise, the Participant shall be required to send the invoice for the Contracting Entity to the following address:

Slovenské elektrárne, a.s.  
Odbor fakturácie  
Závod Atómové elektrárne Mochovce  
P.O.BOX 11  
93539 Mochovce

### **1.30. Awarding the Tender**



- 1.30.1.** A phase of Awarding the Tender involves assessing the final offers according to pre-determined evaluating criteria. The selection of the Successful Participant is made transparently and based on the best price-quality ratio. Once a Successful Participant is identified, a tender award is issued.
- 1.30.2.** At the request of the Contracting Entity, negotiations with the Successful Participant identified as having submitted the offer presenting the best price-quality ratio may be carried out, to confirm financial commitments or other terms contained in the tender by finalising the terms of the contract, provided such negotiations do not have the effect of materially modifying essential aspects of the tender or of the procurement, including the needs and requirements set out in the call for competition or in the Descriptive Document and does not risk distorting competition or causing discrimination.
- 1.30.3.** The successful participant is obliged to provide the Contracting Entity with the necessary cooperation for the conclusion of the Contract so that it may be concluded in accordance with Section 56(8) and (9) of the Public Procurement Act. The Contracting Entity may negotiate with the successful participant only a reduction in the contract price before inviting them in writing to conclude the Contract. The Contracting Entity may determine, including on the basis of a reasoned request from the Successful Participant, that the time limit for providing cooperation is longer than ten working days. If the Successful Participant refuses to conclude the Contract or fails to comply with the obligation under the first sentence, or fails to comply with the obligation under Section 11(1) of the Act to be entered into the Register of public sector partners, the Contracting Entity may conclude the Contract with the Successful Participant ranked next in the order.
- 1.30.4.** The Successful Participant must, as well as its subcontractors, be entered in the Register of public sector partners in accordance of Section 11(1) of the Act, if they are subject to this obligation.
- 1.30.5.** Before signing the contract, the Successful Participant undertakes to submit the following documents to the Contracting Entity as part of the cooperation required under Section 56(8) of the Act:
- demonstration that the Successful Participant, as well as any of its subcontractors under this point (if applicable) is not a sanctioned person and the award and/or performance of the contract to the Successful Participant would not give rise to a breach of the relevant sanction APPLICABLE to that Successful Participant or subcontractor, by submitting a duly and truthfully completed and signed Sanctions Declaration and List of Required Information (KYC Questionnaire);
- 1.30.6.** The Contracting Entity has made it a special condition of the contract that the Successful Participant (and any of its subcontractors under this point) is not a Sanctioned Person and the award and/or performance of the Contract to such participant would not result in a violation of the Applicable Sanctions Program (as that term is explained below), if any, applicable to such participant. For the purposes of this Descriptive Document, the term "Sanctioned Person" means a natural or legal person who:
- 1.30.6.1. is included on any of the lists of sanctioned persons or other sanction lists or programs by any of the sanctioning authorities listed in the list of relevant sanctioning authorities published as of the date of this Descriptive document at <https://www.seas.sk/en/about-us/international-sanctions/> (the text of which list is attached hereto) (all sanction lists and programs issued by such sanctioning authorities, as amended and in effect from time to time and to the extent applicable, are hereinafter collectively referred to as the "Applicable Sanctioning Programs"), or
- 1.30.6.2. is directly or indirectly owned or controlled by a person listed in 1.30.6.1 or in 1.30.6.3, any of its officers or persons acting on its behalf is a person referred to in 1.30.6.1 or in 1.30.6.3, or has a relationship with a person referred to in 1.30.6.1 or in 1.30.6.3 an agreement to exercise a majority of the voting rights, or



- 1.30.6.3. has its registered office, place of business or income, or ongoing business activities in the territory of any of the states or territories listed in the list of relevant sanctioned states or territories published on the website <https://www.seas.sk/en/about-us/international-sanctions/> (the text of this list is annexed to this descriptive document), to the extent or in a manner that brings the natural or legal person concerned within the scope of the relevant sanction applicable to the state or territory in question, or
- 1.30.6.4. for the purposes of the performance of the contract with the Contracting Entity, would subcontract any subcontractor, who themselves is a sanctioned person.
- 1.30.7.** Any subcontractor of the Successful Participant whose (i) registered office or place of business is located outside the European Union or whose (ii) share of the goods, works or services to be provided under the contract exceeds (in monetary value) EUR 200 000,- (excluding VAT) shall also be decisive for the demonstration of the ability to fulfil the special condition for the performance of the contract. The Successful Participant is therefore obliged, in the context of the provision of the cooperation referred to from point 1.30.3 to 1.30.5 the list of required information (KYC questionnaire) shall also be completed in respect of each such subcontractor of the Successful Participant for a given contract with the Contracting Entity.
- 1.30.8.** Failure to provide proper cooperation shall be deemed to include not only failure to submit or incomplete completion of the Sanctions Declaration and the list of required information (KYC Questionnaire), but also where the Contracting Entity determines that such participant or any of its subcontractors, pursuant to point 1.30.3, 1.30.4 and 1.30.5 is a sanctioned person and the award and/or performance of a Contract to such Successful Participant would trigger a violation of the relevant Applicable Sanctions Program applicable to such Successful Participant or its relevant subcontractor, i.e. that the participant's declaration under paragraph 1.30 submitted as part of the pre-contract disclosure has not been completed truthfully. In the event that the sanctioned person is a subcontractor and the award and/or performance of the contract to that Successful Participant would trigger a violation of the Applicable Sanction Program applicable to such subcontractor, the Contracting Entity shall require the Successful Participant to, within a reasonable period of time specified by the Contracting Entity:
- 1.30.8.1. replace that subcontractor with a subcontractor who is not a sanctioned person and whose award and/or performance of the Contract to that Participant would not result in a violation of the Applicable Sanction Program applicable to that subcontractor, and who will comply with all of the terms and conditions set forth in the Descriptive document; and
- 1.30.8.2. has submitted to the Contracting Entity a newly completed Sanctions Declaration and List of Required Information (KYC), including all required information about such new subcontractor.
- 1.30.9.** If the Participant, following a request from the Contracting Entity, takes the steps set out in points 1.30.8.1 and 1.30.8.2 within the specified time limit, the Contracting Entity shall consider this to be a failure on the part of the Successful Participant concerned to provide proper cooperation within the meaning of this Descriptive document.

### **1.31. Method of Drawing up Documents**

Documents and supporting documentation, which were not originally produced in electronic form, but in paper form shall be submitted scanned via ERANET.

Documents and supporting documentation, which were originally produced in electronic form, shall be submitted in their original electronic form via ERANET.



The Contracting Entity reserves the right to request the interested candidate to provide original copies of the documents and documents submitted by the interested candidate in this procurement in scanned form, if it has any doubts about the authenticity of the documents and documents so submitted.

All costs and expenses associated with the preparation and submission of the Request for participation shall be borne by the interested candidate without financial claim on the Contracting Entity, regardless of the outcome of the evaluation of the Request for participation.

### 1.32. Protection of Personal Data and Confidentiality of the Procurement Process

- 1.32.1.** The Contracting Entity may collect and process personal data during the procurement process, in each case in full compliance with the relevant legislation. This includes in particular personal data of candidates/participants - natural persons and personal data of members of statutory and supervisory bodies of participants - legal persons and their partners, shareholders or other controlling persons listed in publicly accessible registers (hereinafter referred to collectively as "**Publicly Identified Persons**"), as well as personal data of other persons (e.g. personal data of persons through whom the Participants prove compliance with the conditions of participation, personal data of persons who participate in any way in the implementation of the subject of the procurement, etc.) submitted to the Contracting Entity by the Participants during their participation in the procurement process (such persons hereinafter collectively referred to as "**Specifically Specified Persons**"). Further information on the manner, scope and legal basis for the processing of personal data, as well as on the related rights of data subjects, is provided in the Notice on the collection and processing of personal data (hereinafter referred to as the "**Notice**"), the text of which is published on the website: <https://www.seas.sk/en/suppliers/procurement/> and also forms Annex to this Descriptive document. Prior to submitting a Request for participation, the Candidate shall ensure that each of its Publicly Identified Persons and Specifically Specified Persons is made aware of the full text and terms of the Notice. If the Candidate quotes or submits personal data of any Specified Person as part of its Request for participation, the participant shall also include with its Request for participation a certificate signed by each such Specified Person of such notification, executed on the form included in the Notice.
- 1.32.2.** No later than the date on which the candidate submits its Request for participation to the Contracting Entity, the Candidate must comply with its obligations under point 1.32.1 **Chyba! Nenašiel sa žiaden z droj odkazov.** of this Descriptive document. The Participant shall not be required to demonstrate compliance with this condition to the Contracting Entity, except by submitting a Certificate of Familiarity with the Notice (within the meaning of point 1.32.1 of this Descriptive document). The Candidate shall confirm compliance with the first sentence in each case, in particular by submitting its Request for participation to the Contracting Entity.
- 1.32.3.** Information relating to the review, explanation and evaluation of Request for participation is confidential. The members of the evaluation panel and the responsible persons of the Contracting Entity shall not disclose or make public the above information on the content of the Requests to the participants or any other third parties during the ongoing process of the advertised procurement. Once the Contract has been signed, the Contracting Entity shall publish in the profile on the website of the Office for Public Procurement the minutes of the assessment of compliance with the conditions of participation in the procurement procedure, the tender of the Successful Participant, the minutes of the opening of tenders, the minutes of the evaluation of tenders, the concluded Contract and any modification thereof, in the case of other documents required by law to be published in the Contracting Entity's profile.

## 2. Competitive Dialogue Process

The Competitive Dialogue process consists of the following phases:

### 2.1. Preparation

The Contracting Entity identified the needs and objectives of the Competitive Dialogue through the announcement of preparatory market consultations on 13<sup>th</sup> of April 2022:

<https://seas.eranet.sk/#/tenderPublicDetails/7150>

The Contracting Entity took into account the results of the market consultations when preparing the Call for competition and the Descriptive Document for the Competitive Dialogue.

### 2.2. Publishing the Call for Competition

The Contracting Entity published a Call for Competition to potential suppliers. The Contracting Entity set out the participation conditions, minimum requirements, the scope and expectations of the CD in Descriptive document.

The Contracting Entity shall provide any potential Candidate with preliminary statement also about questions regarding the Request for participation documentation. After publishing the Call for Competition and before the deadline for submission of the Request for participation, a Candidate can, through the procurement system Eranet, ask questions about necessary documentation in order to consult and receive advice on any formal requirements for participation condition. The Contracting Entity shall provide a statement to the potential Candidate within reasonable time. To clarify, this process and any statement made from it is non-binding and formal evaluation is done by the Contracting Entity in the Qualification phase. By these consultations, the Contracting Entity ensures the correct understanding of formal requirements and tries to eliminate any procedural mistakes that would potentially limit market involvement.

### 2.3. Qualification Phase

Candidates can qualify by submitting the Request for Participation in the CD and the documents necessary to fulfill participation conditions. Only those candidates invited by the Contracting Entity following the assessment of the Request for Participation may participate in the CD. Contracting Entity may limit the number of suitable candidates to be invited to participate in the CD to the minimum of 3 Participants.

### 2.4. Place and Deadline for Submission of Request for Participation in the Competitive Dialogue

2.4.1. The Candidate shall submit a Request for Participation in the CD via the ERANET system available on the website <https://seas.eranet.sk>. The list of documents required for this request is set out in this Descriptive document.

2.4.2. Deadline for the submission of Request for participation in the Competitive Dialogue has been set by the Contracting Entity as follows: **9th of December 2024, 12:00.**

### 2.5. Method of Submitting a Request for Participation in the Competitive Dialogue

2.5.1. The Candidate requests the participation in the CD via the ERANET system available at <https://seas.eranet.sk>

2.5.2. To apply, the Candidate must be registered in the system. Registration is free of charge and available on the system's login page.

2.5.3. The Candidate shall submit a Request for Participation as follows:



2.5.3.1. they register in the system and log in with their account

2.5.3.2. In the "list of procurements" section tab on "Overview of public tenders", they find a CD named: "Pump/Turbine Modernization – Integrator SE"

2.5.3.3. The Candidate goes to the "Requests and explanations" section, in which they fill in the mandatory application requirements defined for the CD, they upload the documents to the system in accordance with the Descriptive document

**2.5.4.** A Candidate formed by a group of suppliers participating in the public procurement shall demonstrate compliance with the conditions of participation pursuant to Section 37 of the PPA. The group of suppliers must list all its members in the request. The request shall be submitted in ERANET by the leading member of the supplier group under their own account. A group of suppliers formed for the delivery/implementation of the subject of the contract, whose offer is accepted by the Contracting Entity, must form a common legal form, e.g. a contract of association pursuant to Section 829 et seq. of Act No 40/1964 Coll. of the Civil Code as amended, by the deadline set for the conclusion of the contract. The members of the group shall confirm this commitment in the tender by means of an 'Affidavit of group formation'. The affidavit must be signed by all the members of the group.

## **2.6. Content of the Request for Participation in the Competitive Dialogue**

The Request for Participation must be submitted to the Contracting Entity through the ERANET system in English, unless the Candidate specifically states that they choose Slovak or Czech language, as set in the general information of this Descriptive document. The Request for Participation must contain the following documents:

- Completed and signed Request for Participation in the Competitive Dialogue, in the following scope:
  - identification data of the Candidate (business name, registered office address of the interested party),
  - details of the authorised contact person (name, surname, email, telephone) of the Candidate through whom the Contracting Entity will be able to communicate (identical to the email address provided when registering in the ERANET system)
  - a list of documents submitted in order to meet the conditions for participation (in the Request for participation the Candidate specifies all the documents attached to the Request for participation)
  - title of the tender: PUMP/TURBINE MODERNIZATION – INTEGRATOR SE,
  - signature of the statutory representative of the candidate or a person authorised by the candidate
- a scan of the original, or officially certified power of attorney to act on behalf of the candidate in the case of an authorised signatory
- Certificates and documents by means of which the candidate/group of candidates demonstrates compliance with the conditions of participation (art. 32 and art. 34 of the PPA), as specified in the Descriptive document. If the Certificates, documents by means of which the candidate/group of candidates demonstrates compliance with the conditions of participation (§32 and §34 of the PPA) have been issued in original form in Slovak language or Czech language, the Participant may submit such documents in their original form in Slovak language or in Czech language. If the Certificates, documents by means of which the candidate/group of candidates demonstrates compliance with the conditions of participation (§32 and §34 of the PPA) have been issued in any other language than Slovak, Czech or English the Participant must provide such document in official translation to English.
- Completed and signed Declaration of Acceptance of the Terms of the Competitive Dialogue and Absence of Conflict of Interest, as per Annex
- if the interested party is a group of suppliers:
  - 'Affidavit of group formation' in accordance with the Descriptive document,



- Power of Attorney for a member of a group of suppliers, executed for one of the members of the group, who will be authorized to take instructions for all the members and to act on behalf of all the other members of the group, signed by all the members of the group or by the person(s) authorized to act in the matter on behalf of each of the member of the group,
- Confidential Information List, if applicable.
- Notice on the Personal Data Processing, as per Annex.

All the documents of the Request for participation filled out or created by the candidate (e.g., Request for participation, affidavit, etc.) must be signed by the candidate, their statutory body or a member of the statutory body, or another representative of the candidate who is authorized to act on behalf of the candidate in contractual relationships. If the candidate authorizes a third party to act on their behalf in signing the documents submitted in the Request, a power of attorney authorizing such a person to sign the documents submitted in the Request must be included. In the case that the Request is submitted by a group of suppliers, all parts of the request, including the documents mentioned above, must be signed by all members of the group of suppliers or by the person/persons authorized to act on behalf of the other members of the group of suppliers.

## **2.7. Evaluation of Requests for Participation in the Competitive Dialogue**

The evaluation of the Requests for Participation in the Competitive Dialogue will be done in a way to complete the purpose of the Competitive Dialogue. All of the documents will be evaluated based on the purpose of such document and the reason, why such document was requested. The Contracting Entity will evaluate the Requests in regard to its substance and not just the form. The Contracting Entity will assess all documents submitted in accordance with Sections 39, 40 and 152 of the PPA and evaluate the fulfilment of the conditions of participation. The Contracting Entity may ask the Candidate to clarify or supplement the documents submitted in accordance with Section 40(4) of the PPA. The Contracting Entity shall exclude the Candidate pursuant to Section 40(6) of the PPA and shall immediately notify the Candidate of this fact in writing pursuant to Section 40(14) of the PPA.

The Contracting Entity shall immediately inform the interested party of their invitation or non-inclusion in the CD. The information on their non-inclusion in the CD shall contain, in particular, the identification of the CD, the reasons for their non-inclusion.

If, during the CD, the Contracting Entity finds that the Participant does not meet the conditions of participation, it will ask the Participant to clarify or complete the documents to demonstrate compliance with the conditions of participation.

## **2.8. Decisive Rule in Case of Qualification of More than 3 Participants:**

If more than 3 Participants meet the participation conditions, the Contracting Entity will choose the invited Participants based on the following evaluation of the provided references. The chosen Participants will be ranked in the 1st instance on the highest maximum achieved efficiency in turbine operation demonstrated from model tests on the referenced contracts and in case of equal numbers on the highest maximum achieved efficiency in pump operation demonstrated from model tests on the referenced contracts.

## **2.9. Dialogue Phase**

The method and content of the Dialogue phase, the Calls, requests, Outputs and any documentation will be set with each step.

Contracting Entity shall open a dialogue with the chosen Participants the aim of which shall be to identify and define the means best suited to satisfying its needs. Contracting Entity may discuss all aspects of the project with the Participants during this phase. It allows Participants to clarify, define and develop their proposals before submitting final offers.



The Contracting Entity shall continue the dialogue phase until it can identify the solution or solutions which are capable of meeting its needs.

The Contracting Entity presumes 5 rounds of the Dialogue phase, which are in detail described further in this Descriptive document. The Contracting Entity may determine rewards for Participants who take part in the dialogue as set by Contracting Entity in the Competitive Dialogue.

During this phase Participants may provide their most competent offers, while fulfilling the requirements of the Descriptive document and scope defined during the Competitive Dialogue. Those offers may be clarified, specified and optimized at the request of the Contracting Entity.

The Contracting Entity informs Participants that the scope of the project may change depending on what appears to be feasible during the Dialogue phase with the Participants.

Each round has a set goal, which is based on an assumption about clarifying and setting the technical specification and the process necessary to be undertaken to find and define a technical solution. If any of these assumptions are proven false, the Contracting Entity shall update the goals in a way to achieve the purpose of the Competitive Dialogue and the Project itself.

The respective tasks within the Competitive Dialogue must be done by the experts of the Participant, mainly the experts by whom the Participant proved the participation conditions set in the Competitive Dialogue.

For each round the Contracting Entity will set the goal, topics, Input by SE, Output by Participants, Payment and duration in the call for proposals in each round. The Contracting Entity anticipates the following rounds:

### **2.9.1. 1<sup>st</sup> Round**

#### **Goal:**

Feasibility and basic design of variable speed system for turbine and pump

#### **Topics:**

- Task No. 0 - Quality Plan – to be developed by each participant and provided to the Contracting entity for approval
- Task No.1 - CFD Analysis of turbine and pump including stress-strength analysis
- Task No.2 - CFD Analysis of penstock
- Task No.3 - Analysis of torsional forces and resonant frequencies
- Task No.4 - Definition of the scope of the technical solution
  - Task No.4A - Components assessment and change proposal
  - Task No.4B - Draft of technical solution form
  - Task No.4C - Interface Sheet TUR - GEN
  - Task No.4D - Price estimation

#### **Input by SE:**

Technical information about current status of the power plant as defined in Annex - List of Documentation.  
Annex Boundary conditions for technological part

#### **Output by Participants:**

- Quality Plan
- Technical report of the CFD analysis of turbine and pump with proposed solutions including stress-strength analysis and final evaluation (with statements to at least all considering factors listed)
- Technical report of the CFD analysis of penstock with proposed solutions and final evaluation (with statements to at least all considered factors listed)
- Technical report of torsional forces and resonant frequencies
- Scope of rehabilitation of existing components
- Draft of Contractor's Proposal, which contains the technical solution within minimal requirements of the Form of technical specification provided by SE



- Interface sheet for linking components
- High level schedule for main technical components
- Estimates price breakdown
- Risk Register

**Payment:**

EUR 400 000 per participant after reaching the output of the 1. round and under the below specified terms.

**Estimated duration:**

9-10 months

**Output of the 1<sup>st</sup> round Dialogue:**

Determination of operating conditions (Main operational parameters) mainly power operation range, efficiency, power output turbine and pump, civil works implications/requirements, start-ups, cycle of service, costs (CAPEX, sustaining CAPEX, OPEX), risks

The payment for delivering the tasks within the 1<sup>st</sup> round of the Competitive Dialogue shall be governed by the PPA and the Commercial Code and by the terms set out in this Descriptive document. The payment will only be payable if all tasks are delivered in the manner acceptable to the Contracting Entity and stated in the documentation for this Competitive Dialogue. Other tasks in other rounds of this Competitive Dialogue do not establish any rights for payment, unless the Contracting Entity clearly states such right and the amount in the Call to fulfill the tasks.

The Contracting Entity by the means of issuing the Descriptive document, addresses the Participants with a declaration of intent for the purpose of stating the rights and obligations as a public proposal to fulfill the tasks in the first round and the payment for the fulfillment (delivery) of these tasks in a manner acceptable to the Contracting entity, following the section 276 et. seq. of the Commercial Code (Slovak Act No. 513/1991 Coll. as amended).

This public proposal can be revoked if the Contracting Entity announces the revocation before the acceptance of the public proposal (as described below) in the manner in which the public proposal was published. The submission of Request for participation shall not be considered as acceptance of the public proposal and has no implications to the public proposal. The acceptance of the public proposal must be done within 5 days of receiving the Invitation to participate.

Based on the public proposal, the Participants will notify the Contracting Entity that they accept the conditions of this public proposal as well as the Competitive Dialogue after receiving the Invitation to participate in the Competitive Dialogue. The Contracting Entity confirms the conclusion of the agreement on the rights and obligations by issuing an individual Call for 1st round and Invitation to kick-off meeting. If several Participants accept the public proposal and fulfill the tasks as stated in this Competitive Dialogue, the agreement on the rights and obligations is deemed to be concluded with each of them and each shall have the right for payment under conditions set out herein.

**2.9.2. 2nd round**

**Goal:**

Description of the technical solution

**Topics:**

- Detailed technical specification of cooling system for pump/turbine and inlet and outlet pipes for the generator
- Detailed specification of rehabilitation of existing components and new components
- Technical solution for high-pressure hydraulic governor's unit
- Schematics of mechanical automatization system based on the format of the existing ones

**Input by SE:**

- Schematics of mechanical automatization system – current state
- List of devices of mechanical automatization system – current state
- Schematics of hydraulic regulation system – current state
- Other necessary documentation

**Output by tenderers:**

- Detailed technical specification of cooling system for pump/turbine and inlet and outlet pipes for the generator
- Detailed specification of rehabilitation of existing components and new components/Contractor's proposal, which contains the technical solution within minimal requirements of the Form of technical specification provided by SE
- Technical solution for high-pressure hydraulic governor's unit
- Schematics of mechanical automatization system based on the format of the existing ones

**Payment:**

non-compensatory

**Estimated duration:**

3 months

**Output of the 2<sup>nd</sup> round Dialogue:**

Detailed Contractor's Proposal, which contains the technical solution within minimal requirements of the Form of technical specification provided by SE and final Employer's requirements

**2.9.3. 3<sup>rd</sup> round**

**Goal:**

Determining the need for further analysis

**Topics:**

Status of the technical specification

**Input by SE:**

as necessary

**Output by tenderers:**

as necessary

**Payment:**

upon agreement, if any further work is necessary

**Estimated duration:**

as necessary

**Output of the 3<sup>rd</sup> round Dialogue:**

Finalization of the technical assignment

**2.9.4. 4<sup>th</sup> round**

**Goal:**

Contract negotiations, Negotiations on the schedule, Negotiating milestones and prices

**Topics:**

FIDIC Yellow book – Particular conditions negotiation, Appendix to Tender, negotiation of milestones, prices and schedule and other data necessary to be completed for submitting the Letter of Tender and the contract conclusion

Interface agreement

**Input by SE:**

as necessary

**Output by tenderers:**

as necessary

**Payment:**

non compensatory

**Estimated duration:**

3 months

**Output of the 4. round Dialogue:**

Finalization of the commercial conditions

**2.9.5. 5<sup>th</sup> round**



**Goal:**

Final offer

**Topics:**

Evaluation of the final offer according to the criteria for evaluating offers

**Payment:**

non compensatory

**Estimated duration:**

3 weeks

**Output of the 5. round Dialogue:**

Awarding the contract for works

## 2.10. Method of Submitting a Final Offer

The Participant submits the final offer via the ERANET system available at <https://seas.eranet.sk>

To apply, the Participant must be invited to participate in the 5th round of the Competitive dialogue.

## 2.11. Content of the final offer

The final offer must contain at least the following documents and will be specified in the Call for 5th round of the Dialogue – submission of final offer:

- Completed and signed Letter of Tender which includes inter alia:
  - Appendix to Tender completed in accordance with instructions stipulated by the Contracting Entity,
  - Schedules completed in accordance with instructions stipulated by the Contracting Entity,
  - final Contractor's proposal
- Scanned Evaluation Criteria Form signed by the statutory representative of the Participant or a person authorized by the Participant, as well as in excel format
- Price breakdown table
- Financial statements
- a scan of the original, or officially certified power of attorney to act on behalf of the Candidate in the case of an authorized signatory
- if the interested party is a group of suppliers:
  - 'Affidavit of group formation' in accordance with these tender documents,
  - **Power of Attorney for a member of a group of suppliers**, executed for one of the members of the group who will be authorised to take instructions for all members and to act on behalf of all other members of the group, signed by all members of the group or by the person(s) authorised to act in the matter on behalf of each member of the group , as per Annex 6 of these Tender Documents
- Confidential Information List, if applicable.

### 3. Participation conditions

#### 3.1. General Provisions

- 3.1.1. The fulfilment of the selection criteria can be demonstrated by a European Single Procurement Document according to art. 39 of the Public Procurement Act (and according to Article 59 of Directive 2014/24/EU of the European parliament and of the council).
- 3.1.2. The form of the European Single Procurement Document with the completed data in "Part I" forms an annex to the Descriptive document.
- 3.1.3. The Contracting Entity allows using the Global information in the European Single Procurement Document.
- 3.1.4. If the Candidate temporarily replaces the documents proving the fulfilment of the participation conditions with the European Single Procurement Document, the Contracting Entity will request the submission of the documents replaced by the European Single Procurement Document in the Qualification phase of CD.

#### 3.2. Personal status

- 3.2.1. The Candidate must meet participation conditions referring to a personal status (as specified in Section 32, par. (1) of the PPA), as follows:

- a) **Criminal record status**

- To be met:**

- neither they, nor their statutory body, nor a member of the statutory body, nor a member of the supervisory body, nor a proxy have been finally convicted of a criminal offence of corruption, an offence against the financial interests of the European Communities, an offence of money laundering, an offence of establishment, the offence of establishing, organizing or supporting a criminal group, the offence of establishing, organizing or supporting a terrorist group, the offence of terrorism and certain forms of participation in terrorism, the offence of trafficking of human beings, an offence the substance of which is related to business or the offence of bid rigging in public procurement and public auctions;

- Proving by:**

- i. Submitting an extract from the criminal record not older than three months for:
    - The Candidate (or any member of the Group of Candidates),
    - statutory body,
    - member of the supervisory body.
    - a proxy
  - ii. Submitting an affidavit or a declaration:
    - another person, if this person has the right to act on their behalf, rights associated with decision-making or control in the economic entity that wishes to participate in public procurement. A person according to previous clause is considered to be a person who has a decisive influence on the activities of the Candidate, their strategic goals, or significant decisions through ownership rights, financial share, or rules by which the Candidate is governed, whereby the decisive influence is understood if another person a) owns the majority of shares, or the majority business share in the Candidate, b) has the majority of voting rights in the Candidate, c) has the right to appoint or dismiss the majority of members of the statutory body or supervisory body of the Candidate, or d) has the right to exercise decisive influence based on an agreement concluded with the Candidate or based on the articles of association, founding charter, or statutes, if permitted by the law of the state by which this person is governed.



b) **Social insurance and health insurance status**

**To be met:**

has no registered arrears of social insurance premiums and the health insurance company does not register overdue claims against them under special regulations **in the Slovak Republic and in the State of the registered address, place of business or habitual residence**

**Proving by:**

- i. Submitting a certificate from the Social Insurance Agency in the Slovak Republic not older than three months  
[www.socpoist.sk](http://www.socpoist.sk) – [info.english@socpoist.sk](mailto:info.english@socpoist.sk); +421 906 173 145
- ii. Submitting a certificate from the Social Insurance Agency in the State of the registered address, place of business or habitual residence not older than three months; if the State does not issue such document an affidavit according to the regulations valid in the state of its registered office, place of business, or usual residence can be provided
- iii. Submitting a certificate from the health insurance company in the Slovak Republic not older than three months **it is necessary to obtain the mentioned documents from all health insurance companies in the given country. In Slovakia, there are three health insurance companies. To obtain certificates from the individual health insurance companies, please contact the following email addresses:**
  - [www.union.sk](http://www.union.sk) - [union@union.sk](mailto:union@union.sk); +421 2 2081 1811
  - [www.vszp.sk](http://www.vszp.sk) - [infolinka@vzsp.sk](mailto:infolinka@vzsp.sk); +421 220 824 912
  - [www.dovera.sk](http://www.dovera.sk) - [info@dovera.sk](mailto:info@dovera.sk); +421 850 850 850;
- iv. Submitting a certificate from the health insurance company in the State of the registered address, place of business or habitual residence not older than three months; **it is necessary to obtain the mentioned documents from all health insurance companies in the given country.** If the State does not issue such a document, an affidavit according to the regulations valid in the state of its registered office, place of business, or usual residence can be provided.

c) **Tax and Customs confirmation status**

**To be met:**

does not have any registered tax arrears to the tax authority and the customs authority according to special regulations **in the Slovak Republic and in the state of their registered address, place of business or habitual residence**

**Proving by:**

- i. Submitting a certificate from the locally competent Tax office in the Slovak Republic not older than three months  
[www.financnasprava.sk](http://www.financnasprava.sk) – Tax authority  
[duba.kontakt@financnasprava.sk](mailto:duba.kontakt@financnasprava.sk) – Tax authority contact
- ii. Submitting a certificate from the locally competent Customs office in Slovak republic not older than three months  
[www.financnasprava.sk](http://www.financnasprava.sk) – Customs office  
[Cuba.kontakt@financnasprava.sk](mailto:Cuba.kontakt@financnasprava.sk) – Customs office contact
- iii. Submitting a certificate from the locally competent Tax office in the State of the registered address, place of business or habitual residence not older than three months. If the State does not issue such a document, an affidavit according to the regulations valid in the state of its registered office, place of business, or usual residence can be provided
- iv. Submitting a certificate from the locally competent Customs office in the State of the registered address, place of business or habitual residence not older than three months. If the State does not issue such a document, an affidavit according to the regulations valid in the state of its registered office, place of business, or usual residence can be provided.

d) **Bankruptcy status, Restructuring status and Liquidation status confirmation**

**To be met:**



is not bankrupt, nor restructured, nor in liquidation or nor has had bankruptcy proceedings against them discontinued for lack of assets or bankruptcy annulled for lack of assets;

**Proving by:**

- i. submitting a certificate from the competent court or other relevant register in the State of the registered address, place of business or habitual residence, not older than three months. If the State does not issue such a document, an affidavit according to the regulations valid in the state of its registered office, place of business, or usual residence can be provided.

e) **Authorization to do business**

**To be met:**

is authorized to supply goods, provide works, or supply services, which are related to the subject,

**Proving by:**

- i. submitting a document proving the authorization to supply goods, carry out construction work, or provide services corresponding to the subject of the contract.

f) **Public procurement participation status**

**To be met:**

has not been imposed a ban on participation in public procurement confirmed by a final decision in the Slovak Republic and in the state of their registered seat, place of business, or usual residence.

**Proving by:**

- i. submitting an affidavit for status in the Slovak Republic
- ii. submitting an affidavit for status in the state of their registered seat, place of business, or usual residence

**Templates of the requests needed to obtain the individual certificates can be found at the following link:**

<https://www.uvo.gov.sk/zaujemca-uchadzac/registre-o-hospodarskych-subjektoch/formulare-a-ziadosti>

If the law of the state of the candidate with a registered office, place of business, or usual residence outside the territory of the Slovak Republic does not regulate the institute of an affidavit, it can be replaced by a declaration made before a court, administrative authority, notary, other professional institution, or commercial institution according to the regulations valid in the state of the registered office, place of business, or usual residence of the candidate.

A Candidate registered in the list of economic operators according to art. 152 of the Public Procurement Act can demonstrate compliance with the Personal status participation conditions by being listed in the list of economic operators.

A Candidate consisting of a group of suppliers must demonstrate compliance with the Personal status participation conditions **for each member of the group separately**.

### 3.3. Technical Capacity or Professional Excellence

Only a candidate meeting the requirements set out below to prove the technical and professional competence and proving requirements satisfaction through the submission of the listed documents (may be replaced by the European Single Procurement Document) may participate in this public procurement:

#### 3.3.1. References

In accordance with the provision of Section 34 (a) of the Public Procurement Act: A list of deliveries of goods/provided services of equal or similar nature and complexity as that of the tender subject matter carried out during the preceding twenty years prior to the declaration of the public procurement, with indication of delivery period, customers, contact person for the customer – name, phone number, email, scope of the project, main parameters of the project mainly highest maximum achieved efficiency in turbine operation demonstrated from model tests and highest maximum achieved efficiency in pump operation demonstrated from model tests.

Minimum required level of the standard:

The list of deliveries of goods/provided services and information about individual references should make it clear that the Candidate within the relevant period delivered the goods/provided services of equal or similar nature to that of the tender subject matter. Delivery of goods/provision of services of equal or similar nature to that of the tender subject matter shall be deemed to constitute the following activities on a power plant with minimum turbine power 80 MW with power control by variable speed in pump mode:

- design of hydraulic profiles of the whole hydraulic parts of the unit with power control using variable speeds in pump and turbine mode. Design implemented using CFD modelling and physical model (model tests).
- manufacture of a new turbine and pump runner with variable speed power control or a reversible turbine runner with variable speed power control in pump and turbine mode.
- installation of equipment with variable speed control in pump mode.

Evidence of each of the activities described does not need be from a single completed project.

At least one reference for a design and implementation of a high-pressure hydraulic system for the control and regulation of a turbine with a capacity of at least 20 MW is required.

Twenty years interval for the provided goods and services was chosen because the scale and the rare occurrence of such projects. Therefore, the 3-year interval would not even cover the length of such projects.

#### 3.3.2. Experts

In accordance with the provision of Section 34 (1) (g) of the Public Procurement Act: Information on education and professional experience or professional qualification of managerial staff (experts) responsible for managing the services/civil works.

Minimum required level of the standard:

A Candidate shall prove their professional capacity to provide the required performance through a confirmation stating that the Candidate has available the below specified experts meeting the set requirements, in the required number. The below specified requirements for an expert shall be proven by the Candidate as follows:

a) by presenting a professional CV containing at least the following:

- \* first name and surname;
- \* completed education;



- \* current job position;
- \* overview of professional experience relating to the performance of the tender subject matter;
- \* signature in own hand of the expert.

b) in the case that the Candidate is not the current employer of the relevant expert, by presenting a written contract entered into by and between the Candidate and the expert (pursuant to the identification below) concerning the use of professional capacity of the expert in performing the contract with the Candidate, provided that the Candidate succeeds in this public procurement.

c) by presenting the original/verified copy of the requested document concerning the professional capacity

d) by presenting a copy of the document on the completed education.

The Candidate shall prove in the manner specified above the satisfaction of the following minimum requirements towards the experts:

**Expert 1: Flow specialist** – at least 1 person meeting the following requirements:

- Working experience of at least 5 years in the field of designing hydraulic profiles of flowing parts of machinery using CFD modeling
- At least one practical experience with designing hydraulic profiles of flowing parts of machinery with variable speed regulation in pump mode

**Expert 2: Structural engineer** – calculations - at least 1 person meeting the following requirements:

- Working experience of at least 5 years in the field of hydropower – design of suspension structures
- At least one practical experience with designing of suspension structures on a project with minimum turbine power 80 MW with power control by variable speed in pump mode

**Expert 3: Project manager** - minimum of 1 person with the following requirements:

- Working experience of at least 5 years on hydro power projects

A person on whose capacity a Candidate relies to prove the satisfaction of this condition must be involved in the performance of the Contract and in the Tasks during the Competitive Dialogue. Such workers shall also be indicated in the Contract.



## 4. CRITERIA FOR EVALUATING OFFERS

The criteria for evaluating offers (hereinafter referred to as the "Criteria") established for the purpose of selecting  
**the best price-quality ratio.**

**The Participants will fill out the Evaluation Criteria Form, which is an Annex to the Descriptive document.**

**Subjects for evaluation are TG1 including pump and TG2 including pump**

The general principle for evaluation of Participants's offer works as follows:

The objective of the evaluation formula is to allow the participants to consider solutions with a range of technical parameters and a range of costs. The evaluation parameters are associated with values representing their contribution to future revenues. In this way, the projected revenues generated by the technical parameters provided by the Participant are estimated. The CAPEX provided by the Participant is used along with the estimated revenues to calculate the Internal Rate of Return (IRR) of the technical solution. Subsequently, the IRR value is transformed into a point value. In this way, differing technical solutions with different associated CAPEX can be compared efficiently using a standard investment metric. The point value can also be influenced also by financial parameters reflecting the financial health of the Participants' balance sheet – parameters suggesting a weaker balance sheet may incur a modest CAPEX penalty that is considered in the IRR calculation to reflect increased counter party risk. All other parameters necessary for the IRR calculation are consistent with the internal methodology used by Slovenske Elektrarne to make investment decisions.

The specific rules for applying the individual Criteria and the method of evaluating offers according to the individual criteria will be as follows:

- a. Participants will get points based on concept value for money. In the practical implementation of the evaluation formula, the points reflect the IRR of the technical solution. The time horizon of the IRR calculation is 25 years after commissioning and 2 years before commissioning, giving a total time horizon of 27 years.
- b. Points will be awarded as a function of technical increments and offered price. Technical increments will be calculated as a difference between actual technical parameters and technical parameters inputs from Participant
- c. Each increment of Round Trip Efficiency (RTE) increase will add points. Each one percent of RTE efficiency increase corresponds to revenues in the IRR calculation equal to 213k EUR per year, over a time period of 25 years.
- d. RTE efficiency increase will be automatically calculated based on inputs of weighted efficiency of turbine and pump TG1&TG2 by Participant
- e. Each increment of turbine regulation range will add points. Each 1 MW of increased regulation range in turbine mode corresponds to revenues in the IRR calculation equal to 53k EUR per year, over a time period of 25 years.
- f. Each increment of pump regulation range will add points. Each 1 MW of increased regulation range in pump mode corresponds to revenues in the IRR calculation equal to 82k EUR per year, over a time period of 25 years
- g. Each increase of offered price will lower points obtained
- h. Participants will have to offer only solution within the range of required technical parameters and offered price
- i. The ranking will be set from the highest number of points.**
- j. The ranking of Participants will be determined based on the points obtained from the criteria equation by filling in the data in the table (Annex Evaluation Criteria). The number of points will be rounded to two decimal places.
- k. Filled inputs by participants are used to calculate the internal rate of return (%IRR) of the project. Points assigned for fill in inputs reflects the difference between obtained %IRR and minimal required %IRR by

Contracting Entity. If the points obtained by participant is zero, then %IRR based on fill in inputs is equal to the minimal required %IRR.

The Evaluation parameters are based on following parameters:

Offered price TG1 incl. pump	th.EUR
Offered price TG2 incl. pump	th.EUR
Turbine min. TG1	MW
Turbine min.TG2	MW
Turbine max. TG1	MW
Turbine max.TG2	MW
Pump min. TG1	MW
Pump min.TG2	MW
Pump max. TG1	MW
Pump max.TG2	MW
Weighted efficiency of pump TG1	%
Weighted efficiency of turbine TG1	%
Weighted efficiency of pump TG2	%
Weighted efficiency of turbine TG2	%

Participants are obliged to provide the exact values of individual parameters derived/resulting from their technical solution.

Procedure in case of equality of points:

In case of equality of points, calculated according to section 2 and rounded to 2 decimal places, achieved by multiple participants ranked in first place, the successful participant will be the participant whose proposal for CAPEX, upon mutual comparison of the total number of points, achieves a lower value for the given parameter. In case of equality of points and the CAPEX value, calculated according to section 2 and rounded to 2 decimal places, achieved by multiple participants ranked in first place, the successful participant will be the participant whose proposal for Weighted efficiency of TG1 & TG2, upon mutual comparison of the total number of points, achieves a higher value for the given parameter.

Conditional criteria necessary for participation in tender. Offers from the vendor non within range mentioned in the table below will be excluded from the evaluation.

Required parameters range		Minimum	Maximum
Offered price TG1 incl. pump	th.EUR	20 000	55 000
Offered price TG2 incl. pump	th.EUR	20 000	55 000
Turbine min. TG1	MW	30	40
Turbine min.TG2	MW	30	40
Turbine max. TG1	MW	122,4	130
Turbine max.TG2	MW	122,4	130
Pump min. TG1	MW	50	70
Pump min.TG2	MW	50	70
Pump max. TG1	MW	103	115
Pump max.TG2	MW	103	115
Weighted efficiency of pump TG1	%	89,0	91,0



Descriptive document to set up a Competitive Dialogue for the subject  
**"Pump/Turbine Modernization - Integrator SE"**

Weighted efficiency of turbine TG1	%	91,5	92,5
Weighted efficiency of pump TG2	%	89,0	91,0
Weighted efficiency of turbine TG2	%	91,5	92,5

Other conditional criteria for participants:

Evaluation criteria – key

Offered price TG1 incl. pump	th.EUR	Total costs of technology and its implementation for TG1
Offered price TG2 incl. pump	th.EUR	Total costs of technology and its implementation for TG2
Turbine min. TG1	MW	minimum range of operation in turbine mode for TG1
Turbine min.TG2	MW	minimum range of operation in turbine mode for TG2
Turbine max. TG1	MW	maximum range of operation in turbine mode for TG1
Turbine max.TG2	MW	maximum range of operation in turbine mode for TG2
Pump min. TG1	MW	minimum range of operation in pump mode for TG1
Pump min.TG2	MW	minimum range of operation in pump mode fot TG2
Pump max. TG1	MW	maximum range of operation in pump mode for TG1
Pump max.TG2	MW	maximum range of operation in pump mode fot TG2
Weighted efficiency of pump TG1	%	Weighted efficiency of pump TG1
Weighted efficiency of turbine TG1	%	Weighted efficiency of turbine TG1
Weighted efficiency of pump TG2	%	Weighted efficiency of pump TG2
Weighted efficiency of turbine TG2	%	Weighted efficiency of turbine TG2

**Subjects for evaluation Risk analysis of counterparty:**

The rules for applying the individual Criteria and the method of evaluating offers according to the individual criteria will be as follows:

- Each participant will fill in the data for “Net debt”, “Ebitda” and “Offered price”
- Financial ratios of “Offered price/Ebitda” and “Net debt/Ebitda” will be calculated based on data filled in
- Financial ratio reflect financial risk of counter to fulfill the business obligations
- Capex penalty assigned for ratio threshold breach is meant to compensate for increased financial risk of counterparty
- Capex penalty means that participant will get lower amount of points compared to the same inputs by other participant who does not “breach” ratio thresholds.
- If financial ratio is above the threshold then capex penalty will occur based on progressive approach
- If financial ratio is below the threshold then no capex penalty will occur
- For progresive capex penalty approach: if the ratios are below the threshold then no capex penalty occurs. If the ratios are above the threshold then progressive penalty occurs based on the level of ratio threshold breach. Each increment of ratio breach have individual capex penalty which is progressively increasing based on level of ratio threshold breach, see the detail in table below “Progresive capex penalty detail”
- If the obtained ratio in more then maximal values in the table below then maximum capex penalty is assigned from the table “Progresive capex penalty detail”.



The Evaluation parameters are based on following parameters:

**Financial inputs (average for last 3 years)**

Net debt	ths.€	x
Ebitda	ths.€	x
Offered price	ths.€	x

**Financial ratios** **threshold**

Offered price/Ebitda	%	35%
Net debt/Ebitda	%	3,0

**Progressive capex penalty detail:**

The CAPEX penalty works according to a progressive scale given by the table below.

Offered price/Ebitda	Net debt/ebitda	penalty (ths.€)
0.35	3.1	1 000
0.36	3.2	1 049
0.37	3.3	1 100
0.38	3.4	1 154
0.39	3.5	1 211
0.40	3.6	1 270
0.41	3.7	1 332
0.42	3.8	1 397
0.43	3.9	1 466
0.44	4.0	1 538
0.45	4.1	1 613
0.46	4.2	1 692
0.47	4.3	1 775
0.48	4.4	1 862
0.49	4.5	1 953
0.50	4.6	2 048
0.51	4.7	2 149
0.52	4.8	2 254
0.53	4.9	2 364
0.54	5.0	2 480
0.55	5.1	2 601
0.56	5.2	2 729
0.57	5.3	2 862
0.58	5.4	3 003
0.59	5.5	3 150
0.60	5.6	3 304
0.61	5.7	3 466
0.62	5.8	3 635
0.63	5.9	3 813
0.64	6.0	4 000

## 5. Final Provisions

### 5.1. Code of Ethics and Zero Tolerance of Corruption Plan

The management of business activities and internal relations of Slovenské elektrárne, a.s. is carried out in accordance with the principles set out in the SE Code of Ethics and the Zero Tolerance of Corruption Plan (the Principles), the texts of which are published on the website: <https://www.seas.sk>.

### 5.2. Right to Cancel the Procurement

The Contracting Entity has made an assumption (circumstance) when launching this procurement that the cost of providing the subject-matter of the contract will be equal to or less than the estimated value of the contract. If the result of the evaluation of the tender does not confirm that assumption, the Contracting Entity reserves the right to cancel the procurement procedure used pursuant to Section 57(2) of the Act on the grounds that the circumstances in which the procurement was launched have changed. The Contracting Entity plans to apply for EU funding. Failure to obtain funding is considered as such circumstance which allows the Contracting Entity to cancel the procurement process.

The Contracting Entity reserves the right to cancel this procurement especially if,

- 5.2.1. The Contracting Entity does not consider the Project feasible;
- 5.2.2. The Successful Participant's Offer is lower than 0 points from the Evaluation Criteria form;
- 5.2.3. during the performance of an inspection carried out in connection with the contract in question, deficiencies are identified which have or could have an impact on the outcome of the procurement.

### 5.3. External Control Due to Funding

The Successful Participant in the position of contractor shall be obliged to tolerate the performance of control, audit and verification by authorized bodies and institutions, which will be related to the performance of the subject of the Contract and is also obliged to provide all the necessary assistance to authorized persons, at any time during the validity and effectiveness of the Contract.

The persons authorised to carry out the inspection/audit/verification are in particular:

- 5.3.1. Implementer,
- 5.3.2. not applicable,
- 5.3.3. National implementation and coordination authority,
- 5.3.4. Government Audit Office,
- 5.3.5. Ministry of Finance of the Slovak Republic,
- 5.3.6. Supreme Audit Office of the Slovak Republic,
- 5.3.7. state administration bodies pursuant to § 2 of Act No. 35/2019 Coll. Z. on financial administration and on amendment and supplementation of certain acts as amended ,
- 5.3.8. Slovak Antimonopoly Office,
- 5.3.9. European Commission,
- 5.3.10. The body that protects the EU's financial interests,



**5.3.11.** European Anti-Fraud Office (OLAF),

**5.3.12.** European Court of Auditors (ECA),

**5.3.13.** European Public Prosecutor's Office (EPPO),

**5.3.14.** the Public Procurement Authority and/or any person authorised by any of the above

The Successful Participant in the position of a contractor acknowledges that the financing of the subject of the Contract is also planned from the EU funds.

#### **5.4. Conflict of Interest**

The Contracting Entity shall ensure that there is no conflict of interest in this procurement, which could distort or restrict competition or infringe the principle of transparency and the principle of equal treatment.

Conflicts of interest include, in particular, situations where a person who may influence the outcome or conduct of a procurement (including a person without necessarily being formally involved in the procurement process) has a direct or indirect financial interest, an economic interest or any other personal interest which may be considered to compromise his or her impartiality and independence in relation to the procurement.

The Contracting Entity shall take appropriate measures and remedy where it identifies a conflict of interest. The measures referred to in the first sentence shall include, in particular, the exclusion of the person concerned from the preparation or implementation of the procurement process, or the adjustment of their duties and responsibilities in order to prevent the continuation of the conflict of interest. If it is impossible to eliminate the conflict of interest by other effective measures, the Contracting Entity shall exclude the Participant from the procurement in accordance with Section 40(6)(f) of the Act.

As part of the measures referred to in the previous point, the Contracting Entity shall require the participant or a member of the group of suppliers to act in such a way as to avoid conflicts of interest at all stages of the procurement process.

The Participant is obliged to inform the Contracting Entity immediately after becoming aware of a conflict of interest or of a possibility of a conflict of interest.

#### **5.5. Review Procedures**

In accordance with Section 166 et seq. of the PPA, it is possible to apply review procedures against the Contracting Entity.