## Modernisation of the SORR, SIS and CPL

## Competitive Dialogue

# Descriptive Document

Competitive Dialogue launched through an electronic procedure for the award of an above-threshold contract pursuant to Section 96 of Act No. 343/2015 Coll. on Public Procurement and on Amendments to Certain Acts, as amended (hereinafter referred to as the "PPA")

Number: 2026/18432
Link: https://seas.eranet.sk/#/tenderPublicDetails/20066
On behalf of the Contracting Entity, Slovenské elektrárne, a.s.

Prepared by: .....
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Compliance of this Descriptive Document
with the PPA confirmed by:

Approved by: .....
Ing. Róbert Štofko

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Annex – European Single Procurement Document
Annex – Personal Data Processing Notice
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# General Information and Instructions

## 1. Identification of the Contracting Entity

| | |
|---|---|
| Organisation name: | Slovenské elektrárne, a.s. |
| Registered office: | Pribinova 40, 811 09 Bratislava |
| Company identification number: | 35 829 052 |
| Tax registration number: | 2020261353 |
| VAT identification number: | SK2020261353 |
| Country: | Slovak Republic |
| Contact person: | Stanislava Jurkasová |
| Tel.: | +421 910 673 334 |
| Email: | stanislava.jurkasova@seas.sk |
| Organisation's website (URL): | https://www.seas.sk/ |

(hereinafter referred to as the "Contracting Entity" or "SE").

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

The email address is to be used for communication only in the event of an unexpected and demonstrable failure of the ERANET system.

## 2. Definitions and Abbreviations

"Approval of the Technical Solution" means written confirmation issued by the Contracting Entity pursuant to Section B.5 of this Descriptive Document, confirming that the Proposed Solution is technically suitable for the conclusion of the technical negotiations and its inclusion in the Tender.

"BasD" means the Basic Design developed as part of the technical stage of the Competitive Dialogue.

"Candidate" means an economic operator that has submitted a request to participate in the CD.

"CCF" means Common Cause Failure.

"Checkpoint" means a review point in the technical negotiations at which the Contracting Entity assesses the status and maturity of the Proposed Solution.

"Competitive Dialogue" means the procurement procedure pursuant to Section 96 and Sections 74 to 77, excluding Section 74(1), (3) and (5) and Section 77(1) and (2), of the PPA; unless expressly stated otherwise in this Descriptive Document, any use herein of the terms "competitive dialogue", "dialogue" or "CD" refers to the Competitive Dialogue concerning the Contract specified in this Descriptive Document.

"Contract" means the procurement launched by the Contracting Entity within this CD. The Contracting Entity shall launch the procurement by publishing a Contract Notice.

"Core Terms and Conditions" means the collective designation of the Core Terms and Conditions for the Works Contract and the Core Terms and Conditions for the LTSA.

"CPL" means Coolant Pressure Limitation.

"Critical Open Item" means an open item that must be resolved before the technical negotiations can be successfully concluded.

"EEA" means the European Economic Area.

"EMO12" means Units 1 and 2 of the Mochovce Nuclear Power Plant.

"ESFAS" means the new Engineered Safety Features Actuation System proposed as part of the target technical solution to replace the relevant functions of the existing SIS system.

"FAT" means Factory Acceptance Test.

"I&C" means the instrumentation and control system.

"IEC" means the International Electrotechnical Commission.

"IEEE" means the Institute of Electrical and Electronics Engineers.

"LTSA" means a Long-Term Service Agreement governing the terms for the provision of long-term service and technical support, life-cycle support, spare parts, and obsolescence management for the modernised systems.

"M" means month.

"NDA" means the Non-Disclosure Agreement

"NRA SR" means the Nuclear Regulatory Authority of the Slovak Republic.

"OEM" means Original Equipment Manufacturer.

"Open Item" means an issue or deficiency that has not yet been resolved during the Competitive Dialogue.

"Parties" means the Contracting Entity and the Tenderers/Candidates.

"Proposed Solution" means a comprehensive solution for the subject matter of the Contract, developed by the Tenderer during the Competitive Dialogue and documented primarily through the Technical Documents.

"Compensation" has the meaning given in Section B.12 of this Descriptive Document.

"Request to Participate in the Competitive Dialogue" means an expression of an economic operator's intention to participate in the CD and submit its Tender on the basis of the solution or solutions presented and specified during the CD; also referred to hereinafter as a "request to participate" or a "request".

"RPS" means the new Reactor Protection System proposed as part of the target technical solution to replace the relevant functions of the existing SORR system.

"SAT" means Site Acceptance Test.

"SC" means the Safety Concept developed as part of the technical stage of the Competitive Dialogue.

"Selected Candidate/Tenderer" means a Candidate whose request has been approved and who has been invited to participate in the CD. Only shortlisted Candidates will be invited to participate in the CD.

"SIS" means the existing unit safety system at EMO Units 1 and 2, which is to be modernised and replaced under the Contract.

"SORR" means the existing reactor protection and control system at EMO Units 1 and 2, which is to be modernised and replaced under the Contract.

"Statement of Requirements" means the set of requirements of the Contracting Entity defining the subject matter and scope of the Contract, the required technical solution, and the conditions for its implementation, comprising, in particular, the Technical Requirements, including the Technical Specification.

"Technical Documents" means the documents and deliverables relating to the Proposed Solution prepared by the Tenderer during the Competitive Dialogue on the basis of the Technical Requirements, in particular the documents and deliverables specified in Section B.5 of this Descriptive Document.

"Technical Requirements" means the Contracting Entity's requirements set out in the Statement of Requirements, including the Technical Specification, in particular the requirements concerning the subject matter of the Contract, the Proposed Solution, the content and scope of the Safety Concept, the Basic Design and the related technical deliverables.

"Technical Specification" means the technical part of the Statement of Requirements setting out the Contracting Entity's technical requirements for the subject matter of the Contract and the development of the Proposed Solution.

"Tender" means the tender submitted by a Tenderer following the conclusion of the Competitive Dialogue in response to an invitation from the Contracting Entity.

"V&V" means Verification and Validation.

Any term defined in this Section or elsewhere in this document shall have the same meaning (as defined in this document) irrespective of whether or not it is capitalised.

## 3. Title of the Competitive Dialogue

"Modernisation of the SORR, SIS and CPL, Competitive Dialogue"

## 4. Supporting Documentation from the Preparatory Stage of the Procurement

4.1. The Contracting Entity identified the needs and objectives of the Competitive Dialogue by conducting preliminary market consultations. The preliminary market consultations were launched through the publication of a Notice of Preliminary Market Consultations on 27 June 2024: Contract Search – Public Procurement Office.

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

4.3. In 2015, the Contracting Entity commissioned a Feasibility Study concerning the subject matter of the Contract entitled "Modernisation and Innovation of the SORR and SIS Safety Systems for Mochovce Nuclear Power Plant Units 1 and 2".

## 5. Objective of the Competitive Dialogue

5.1. The Contracting Entity has initiated this Competitive Dialogue to identify the most appropriate approach to meeting SE's needs under the project for the Modernisation of the SORR, SIS and CPL Safety Systems.

5.2. The Contracting Entity has identified the following principal needs and requirements for the Competitive Dialogue:

5.2.1. to enhance nuclear safety and ensure the long-term functionality, reliability, maintainability, and supportability of the SORR, SIS and CPL safety systems, with an

emphasis on the performance of safety functions, defence in depth, independence, redundancy, system qualification, and diagnostics;

5.2.2. to ensure that the safety systems are modernised in a manner that minimises interference with unit operation and adverse effects on scheduled outages, while ensuring that the interfaces between the modernised systems and the existing plant systems are clearly defined;

5.2.3. to ensure that the proposed technical solution is feasible from the technical, implementation and licensing perspectives, takes account of the existing design, operating and licensing basis of EMO Units 1 and 2, and complies with the Contracting Entity's requirements, applicable legislation, relevant technical standards, and nuclear regulatory requirements;

5.2.4. to ensure that the Proposed Solution is cost-effective throughout the life cycle of the systems, including the costs of design, implementation, licensing, operation, maintenance, spare parts, and obsolescence management;

5.2.5. to ensure that, during the Competitive Dialogue, Tenderers demonstrate the feasibility of the Proposed Solution and prepare the supporting documentation required to define the final technical, implementation, contractual and commercial arrangements for the subject matter of the Contract and to submit a Tender.;

5.3. The Contracting Entity will progressively make available the Statement of Requirements (technical supporting documentation) required for the preparation and conduct of the Competitive Dialogue, taking account of its scope and nature:

5.3.1. upon launch of the Competitive Dialogue, the publicly accessible part of the Statement of Requirements will be made available, containing the basic Technical Specification to the extent necessary to familiarise Candidates with the subject matter of the CD;

5.3.2. following submission of the signed NDA (without any amendments to its content), the part of the Statement of Requirements containing the complete Technical Specification will be made available;

5.3.3. during the Competitive Dialogue, the remaining parts of the Statement of Requirements, including the complete Technical Requirements and the available design, operating and technical documentation, will progressively be made available to qualified Tenderers;

5.4. The Contracting Entity will progressively make available the contractual documentation, considering its scope and nature:

5.4.1. following submission of the signed NDA, the Core Terms and Conditions will be made available;

5.4.2. during the dialogue phase, Tenderers will be provided with the complete drafts of the Works Contract, the applicable contract conditions, the LTSA and the applicable LTSA conditions.

## 6. Brief Description of the Project

6.1. SE, as a major electricity producer in the Slovak Republic, is preparing the project for the Modernisation of the SORR, SIS and CPL Safety Systems at EMO Units 1 and 2.

6.2. The project involves the comprehensive modernisation of selected nuclear power plant safety systems intended to ensure the performance of safety functions, reactor protection, protection of process equipment and control of functions important to safety under normal operating conditions, abnormal operating conditions, and design-basis events.

6.3. The scope of the project includes, in particular, the development of the proposed solution, design,

qualification, supply, installation, testing, commissioning and handover of the modernised SORR, SIS and CPL systems, including the necessary modifications to associated equipment, interfaces, cable routes, power supplies, documentation, test procedures and operating procedures, as well as training and support during commissioning.

6.4. The project must be implemented in such a way that, in particular, the following fundamental principles are observed during preparation and implementation:

6.4.1. maintaining nuclear safety throughout the project life cycle and minimising impacts on the safe and reliable operation of EMO Units 1 and 2;

6.4.2. carrying out the works in accordance with scheduled outages, operating constraints, and plant requirements;

6.4.3. demonstrable qualification of the proposed equipment, systems, software and hardware, and a clear link between the technical solution and the existing licensing, design, and operating documentation;

6.4.4. management of technical, integration, licensing, qualification, cybersecurity, implementation and schedule risks, and provision of long-term service and technical support for the modernised systems.

6.5. The objective of the project is to develop and implement a technical solution that is commensurate with the safety significance of the modernised systems, can be implemented in an operating nuclear power plant, can be justified for licensing purposes, is economically proportionate and provides sufficient technical and operational stability throughout the remaining planned operation of EMO Units 1 and 2.

6.6. Given its scope, safety significance, number of interfaces, dependence on outages and licensing requirements, the project requires detailed technical discussions with Tenderers as part of the Competitive Dialogue.

## 7. Place and Deadline for Delivery / Period for Performance of the Contract

7.1. Place of delivery / performance of the Contract:

Slovenské elektrárne, a.s., Mochovce Nuclear Power Plant, EMO Units 1 and 2.

7.2. Deadline / Period for Delivery / Implementation of the Subject Matter of the Competitive Dialogue:

Implementation of the subject matter of the Contract is **expected** to be completed **in the first quarter of 2035**, while the service agreement will continue until approximately the end of 2041. The detailed implementation schedule, including binding milestones, will be discussed during the Competitive Dialogue and set out in the final contractual terms and conditions.

## 8. Principles and Communication

8.1. Communication between the Contracting Entity and Candidates or Tenderers in this public procurement procedure shall take place electronically through the ERANET system, available at https://seas.eranet.sk, in a manner that ensures a permanent record of its content.

8.2. For the purposes of electronic communication, each Candidate/Tenderer must register in the ERANET system at https://seas.eranet.sk. Registration in the ERANET system is free of charge. The Contracting Entity recommends using up-to-date versions of Chrome, Firefox or Edge when working in the ERANET system.

8.3. Electronic information shall be deemed both delivered and received:

8.3.1. at the time of its publication, where the information is not sent by electronic message but is only published in the ERANET system (in particular, the Descriptive

Documents, clarifications of the Descriptive Document, etc.);

8.3.2. at the time it is sent through the ERANET system, i.e. when the electronic message is deposited in the recipient's electronic mailbox in the ERANET system.

8.4. Where the Contracting Entity is the sender of an electronic message, the ERANET system will send a notification to the contact email address designated by the Candidate or Tenderer, informing them that a new message concerning the Contract is available. The Candidate or Tenderer shall log in to the system, where they will be able to open and read the message through the system's communication interface.

8.5. Any references in the Descriptive Document to requirements for the submission of Tenders, clarification of the Descriptive Document, clarification of the requirements specified in the invitation to submit Tenders or supplementation of the Descriptive Document, clarification of submitted Tenders, or any other communication between the Contracting Entity and a Candidate/Tenderer shall always be understood as referring to communication through the ERANET system's communication interface.

8.6. Certificates, supporting documents and other documents forming part of a request to participate/Tender must be submitted as follows:

8.6.1. Documents and supporting documents forming part of a Tenderer's request to participate/Tender that were originally prepared in paper form rather than electronically shall be submitted through the ERANET system as scanned copies. The Tenderer/Candidate may also submit copies of documents, including electronic copies.

8.6.2. Documents and supporting documents forming part of a Tenderer's request to participate/Tender that were originally prepared electronically shall be submitted through the ERANET system in their original electronic form.

8.6.3. The Contracting Entity reserves the right to request that a Candidate/Tenderer provide the originals of documents and supporting documents submitted as scanned copies in their request to participate/Tender in the following cases: where the Tenderer is successful in this public procurement procedure; where the Contracting Entity has doubts as to the authenticity of the documents and supporting documents submitted in this manner; or where this is necessary to ensure the proper conduct of the public procurement procedure.

8.6.4. Documents and supporting documents submitted in the ERANET system must correspond to the originals so that the Contracting Entity can accurately assess compliance with the conditions for participation, the requirements for the subject matter of the Contract and the requirements for the Tender.

8.6.5. Documents and supporting documents bearing signatures or stamp impressions shall also be submitted in a version that allows confidential information or personal data to be withheld from publication in accordance with personal data protection rules. Such documents shall state the first names and surnames of the signatories and the date of signature, but shall omit their signatures and any stamp impressions. The Contracting Entity shall publish the documents and supporting documents submitted in this form on its profile in accordance with Section 64(2) of the PPA.

8.7. By submitting the Request to Participate, the Candidate confirms that it has familiarized itself with the contents of this Descriptive Document and all documents provided by the Contracting Entity, has understood their contents, and accepts all terms, conditions, requirements, and rules specified therein without reservation.

8.8. All costs and expenses associated with preparing and submitting a request to participate shall be

borne by the Candidate, who shall have no entitlement to reimbursement from the Contracting Entity, irrespective of the outcome of the evaluation of the request to participate.

## 9. Language of the Competitive Dialogue

9.1. The Competitive Dialogue shall be conducted in Slovak. All communication within the Competitive Dialogue shall take place in Slovak or Czech. The Contracting Entity will accept Tenders submitted in Slovak or Czech. Written communication from the Contracting Entity addressed to all Tenderers shall be in Slovak. Documents introducing special measures for the preparation and disclosure of information and documents during the Competitive Dialogue (see Section B.3 of this Descriptive Document) shall be drawn up in Slovak and English, with the English version prevailing.

9.2. The Tender and all supporting documents and other documents forming part of the Tender in this public procurement procedure must be submitted in Slovak, but may also be submitted in Czech. Where the Tender or any supporting document or other document forming part of the Tender is drawn up in a language other than Slovak or Czech, it shall be submitted together with a certified translation into Slovak. Should any discrepancy in content be identified, the certified Slovak translation shall prevail.

9.3. The Agreement shall be drawn up in Slovak and English. English shall always be the prevailing language of the Agreement and its annexes.

## 10. Governing Law

This public procurement procedure shall be governed in all respects by the laws of the Slovak Republic, excluding its conflict-of-laws rules and the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).

## 11. Main Procedural Steps and Timetable for the Competitive Dialogue

| Phase | | | Estimated duration | Notes |
|---|---|---|---|---|
| **1** | **Qualification** | Submission of requests to participate | 40 days | *Potential Candidates may seek **clarification** of the documentation.* |
| **2** | | Evaluation of requests to participate | 20 days | |
| **3** | | Reduction in the number of Tenderers | | ***The dialogue phase will be conducted with two** Tenderers.* |
| **4** | | Invitation to participate in the Competitive Dialogue | 1 day | *The invitation will also include confirmation of the Contracting Entity's commitment to pay Compensation.* |
| **5** | **Dialogue** | Acceptance of the invitation to participate in the Competitive Dialogue | 1 day | *If any Selected Candidate fails to accept the invitation within the specified deadline, the Contracting Entity will invite the next Candidate in the ranking who met the required conditions for participation but was not invited owing to the limit on the number of Tenderers and the applicable selection rule. Once acceptances of the invitation to participate in the dialogue have been received from the specified number of* |

| | | | | |
|---|---|---|---|---|
| | | | | *Selected Candidates, the Contracting Entity will inform the remaining Candidates that they will not proceed to the dialogue phase.* |
| **6** | | Kick-off meeting | 1 day | *The Contracting Entity will provide the available input documentation to Tenderers who have qualified for the Competitive Dialogue.* |
| **7** | | Technical negotiations | 15 months | *Through technical Checkpoints and status meetings.* |
| **8** | | Commercial and contractual negotiations | 12 months | |
| **9** | **Evaluation** | Submission of Tenders | 1 day | |
| **10** | | Evaluation of Tenders | 30 days | |
| **11** | | Notification of results | 1 day | |
| **12** | | Conclusion of the Agreement | 11 days | |

## 12. CPV Nomenclature

Common Procurement Vocabulary (CPV):

Main CPV code:

38810000-6 – Industrial process control equipment

Additional CPV codes:

31682210-5 – Instrumentation and control equipment
71323000-8 – Engineering-design services for industrial process and production
45311000-0 – Electrical wiring and fitting work
45111300-1 – Dismantling works
31350000-4 – Electric conductors for data and control purposes
38570000-1 – Regulating and controlling instruments and apparatus
31200000-8 – Electricity distribution and control apparatus
32573000-0 – Communications control system
80531200-7 – Technical training services
31230000-7 – Parts of electricity distribution or control apparatus
71632000-7 – Technical testing services
72260000-5 – Software-related services

## 13. Estimated Value and Foreign Subsidies

13.1. The Contracting Entity estimates the value of the Contract at **EUR 276,900,000.00** excluding VAT. The estimated value is based on an expert assessment informed by preliminary market consultations and a preliminary definition of the scope.

13.2. The Contracting Entity states that the estimated value is only an **approximation** of the actual value, as the purpose of the Competitive Dialogue is to identify the most appropriate technical solution,

and the value therefore cannot be fully estimated.

13.3. Foreign financial contributions under Regulation (EU) 2022/2560 (subsidies)

13.3.1. The Contracting Entity draws the attention of Candidates and Tenderers to the obligations arising under Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market.

13.3.2. As the conditions laid down in that Regulation are met, the Candidate (including affiliated entities, members of a group of economic operators, main subcontractors, and main suppliers) is required to **submit:**

i. **Notification** of foreign financial contributions (using the FS-PP form), if it has received foreign financial contributions during the relevant period at the level specified in the Regulation; or

ii. **Declaration**, that it is not subject to the notification obligation under the Regulation (i.e. it has not received foreign financial contributions at the specified level).

iii. *An EU Login account is required to access the online FS-PP form*. The Contracting Entity shall forward these documents to the European Commission without delay.

13.3.3. If the European Commission initiates proceedings under Regulation (EU) 2022/2560, the Contracting Entity shall act in accordance with that Regulation, including, where applicable, suspending the contract award procedure or refraining from taking steps towards concluding the Agreement until the European Commission has adopted a decision.

## 14. Agreement and Conditions of Performance

14.1. The Competitive Dialogue will result in the conclusion of agreements with the Tenderer whose Tender is ranked first from the aspect of the award criteria (hereinafter also referred to as the "Successful Tenderer").

14.2. Two types of agreement will be concluded:

14.2.1. A Works Contract based on the 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, First Edition 1999, English version. The Particular Conditions (forming part of those Conditions of Contract) will be negotiated during the Competitive Dialogue.

14.2.2. A Long-Term Service Agreement (LTSA), which will be concluded for a period of 10 years from the taking-over of the first part of the Works for operation, or until the maximum amount of EUR 15 million excluding VAT has been exhausted, whichever occurs earlier.

14.3. The specific terms and conditions (as part of the aforementioned contractual conditions) will be subject to negotiations during the competitive dialogue, in accordance with the provisions set out in the Annex to this Information Document – Basic Contractual Conditions.

14.4. The LTSA will be concluded for an extended term, taking into account the security-critical nature and technical complexity of the modernised systems, the need to ensure continuity of specialised maintenance and technical support services, the availability of spare parts, obsolescence management, and the retention of the necessary expert capacities throughout the long-term operation of the modernised systems.

## 15. Request to Participate

15.1. Deadline for submission of requests to participate:

**is specified in the Contract Notice.**

15.2. **Provision of Confidential Information**

Notwithstanding the publication of the Descriptive Document in the profile of the Contracting Entity via a link to the ERANET system, the Contracting Entity points out that the Descriptive Document also includes confidential information. For this reason, documents containing confidential information will be made available to Candidates only after the signing of the Non-Disclosure Agreement (the NDA) in accordance with the procedure set forth below.

15.2.1. A template of the Non-Disclosure Agreement (the NDA) constitutes an annex to this Descriptive Document and is also made available in the profile of the Contracting Entity. The Contracting Entity will not negotiate the contents of the NDA, and it is binding in its published wording. The Candidate shall print the version of the NDA that appears after logging into the ERANET system, sign it, and send a scan of the signed Non-Disclosure Agreement (the NDA) electronically to the Contracting Entity through the communication interface of the ERANET system.

15.2.2. Upon the conclusion of the NDA, the confidential information in question will be sent to the Candidate electronically through the ERANET system without delay. If necessary, due to the size of the provided documents, they will be provided by post on a USB flash drive, by another suitable method, or the Candidate will be able to collect them in person.

15.2.3. The recommended deadline for submitting the scan of the signed Non-Disclosure Agreement (the NDA) is within ten days from the date of dispatch of the Contract Notice. In the event that the Candidate submits the scan of the signed Non-Disclosure Agreement (the NDA) after this deadline but at the same time before the deadline for submission of requests to participate, the confidential information will be provided to it; however, the deadline for submission of requests to participate will not be extended due to this circumstance. The Candidate should therefore take into account the need to ensure sufficient time to prepare the Request to Participate after the confidential information has been provided.

15.3. Qualification phase

Candidates may qualify by submitting a request to participate in the CD and the documents required to demonstrate compliance with the conditions for participation. Only Candidates who have met the conditions for participation and have been invited to participate in the dialogue in accordance with this Descriptive Document may participate in the CD. The Contracting Entity limits the number of suitable Candidates to be invited to participate in the CD to two Tenderers.

15.4. Place and deadline for submission of a request to participate in the Competitive Dialogue

The Candidate shall submit its request to participate in the CD through the ERANET system, available at https://seas.eranet.sk/#/tenderPublicDetails/20066. The documents required for the request are listed in this Descriptive Document.

The deadline for submission of requests to participate in the Competitive Dialogue is specified in the Contract Notice.

15.5. Method of submitting a request to participate in the Competitive Dialogue

15.5.1. The Candidate shall apply to participate in the CD through the ERANET system, available at https://seas.eranet.sk.

15.5.2. The Candidate must be registered in the system to submit a request. Registration is free of

charge and is available on the system's login page.

15.5.3. The Candidate shall submit its request to participate as follows.

i. Register in the system and log in using its account.

ii. In the "List of Public Procurement Procedures" tab, under "Overview of Public Procurement Procedures", locate the CD entitled "Modernisation of the SORR, SIS and CPL Safety Systems, Competitive Dialogue".

iii. Go to the "Requests and Clarifications" section, complete the mandatory particulars of the request specified for the CD and upload the documents required by the Descriptive Document.

15.6. Content of the request to participate

The request to participate must be submitted to the Contracting Entity through the ERANET system in Slovak or Czech, as specified in the general information section of this Descriptive Document. The request to participate must contain the following documents:

15.6.1. A completed and signed request to participate.

15.6.2. Documents demonstrating that the Candidate/group of Candidates meets the conditions for participation (Sections 32 and 34 of the PPA), as specified in the Descriptive Document.

15.6.3. Documents providing the basis for assessment against the criteria for reducing the number of Candidates.

15.6.4. A completed FS-PP Notification or FS-PP Declaration form.

15.6.5. Completed Personal Data Processing Notice

15.6.6. Where the Candidate is a group of economic operators:

i. A "Declaration on the Formation of a Group", signed by all members of the group or by the person(s) authorised to act in all matters relating to this public procurement procedure in accordance with the Descriptive Document.

ii. A power of attorney granted to one member of the group, authorising that member to receive instructions on behalf of 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

15.6.7. A list of confidential information, where applicable.

15.7. All documents forming part of the request to participate that have been completed or prepared by the Candidate (e.g. the request to participate, declarations, etc.) must be signed by the Candidate, its statutory body or a member of its statutory body, or another representative of the Candidate authorised to act on its behalf in contractual matters. If the Candidate authorises a third party to act on its behalf in signing the documents submitted with the request, a power of attorney authorising that person to sign those documents must be attached. Where the request is submitted by a group of economic operators, all parts of the request, including the documents referred to above, must be signed by all members of the group of economic operators or by the person(s) authorised to act on behalf of the other members of the group of economic operators.

15.8. Evaluation of requests to participate

The Contracting Entity shall assess all submitted documents in accordance with Section 40 of the PPA and evaluate compliance with the conditions for participation. The Contracting Entity may request that a Candidate clarify or supplement the submitted documents in accordance with Section 40(4) of

the PPA.

## 16. Eligible Candidate/Tenderer

16.1. A Candidate/Tenderer may be a natural or legal person acting individually in relation to the Contracting Entity, or a group of natural/legal persons acting jointly in relation to the Contracting Entity.

16.2. A group of economic operators must identify all its members in the request to participate. The lead member of the group of economic operators shall submit the electronic request to participate in the ERANET system using its own account. Only the lead member of the group of economic operators may communicate with the Contracting Entity. A Candidate consisting of a group of economic operators participating in the public procurement procedure shall demonstrate compliance with the conditions for participation in accordance with Section 37 of the PPA.

16.3. A group of economic operators formed to deliver/implement the subject matter of the Contract, whose Tender is accepted by the Contracting Entity, must establish a joint legal form by the deadline set for concluding the Agreement, for example by entering into an Association Agreement pursuant to Section 829 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended. The members of the group shall confirm this undertaking in the Tender by submitting a "Declaration on the Formation of a Group". The declaration must be signed by all members of the group. Any amendment to the group's statutes or to the Association Agreement between the Tenderers, as compared with the statutes submitted for the purposes of providing documents demonstrating compliance with the conditions for participation in the procurement procedure, is prohibited. Failure to comply with these provisions shall result in the exclusion of the Candidate/Tenderer from this Competitive Dialogue. In such a case, the Candidate/Tenderer shall be notified in writing of the exclusion of its request to participate/Tender, including the reasons for exclusion and the deadline for lodging an objection.

16.4. In accordance with Section 10(4) of the PPA, the Contracting Entity restricts the participation of economic operators established in a third country that is not a party to the Agreement on Government Procurement (GPA) or another international agreement by which the European Union is bound and which guarantees equal and effective access to public procurement for economic operators established in the Slovak Republic. The Contracting Entity shall exclude a Tenderer, Candidate, or group of economic operators from the public procurement procedure if the Tenderer, Candidate, or any member of the group of economic operators is established in such a third country. The Contracting Entity may likewise require the replacement of a subcontractor or another entity whose capacities are relied upon to demonstrate compliance with the conditions for participation if that entity is established in such a third country.

## 17. Conditions for Participation – Personal Situation

17.1. Only persons meeting the conditions for participation relating to personal situation laid down in Section 32(1)(e) and (f) of the PPA may participate in this Competitive Dialogue.

17.2. The Candidate must meet the following conditions for participation relating to personal situation and demonstrate compliance by submitting the documents specified below:

17.2.1. It is **authorised** to supply goods, carry out construction works or provide services in relation to at least one subject matter of the Contract for which it is submitting a request to participate;

documentary evidence of authorisation to supply goods, carry out construction works or provide services:

i. a trade licence or an extract from the Trade Register (for example, an entrepreneur who is a natural person or a contributory organisation engaged in business activities),

ii. an extract from the Commercial Register (for example, an entrepreneur who

is a legal person or a natural person entered in the Commercial Register),

iii. an authorisation other than a trade licence, issued under specific legislation.

17.2.2. It is not subject to a **ban on participation in public procurement** confirmed by a final decision in the Slovak Republic or in the country of its registered office, place of business or habitual residence,

documentary evidence: a solemn declaration.

17.3. Where the law of the country in which a Tenderer has its registered office, place of business or habitual residence outside the Slovak Republic does not provide for such a declaration, it may be replaced by a statement made before a court, administrative authority, notary, other professional body or trade body in accordance with the legislation applicable in the country of the Tenderer's registered office, place of business or habitual residence.

17.4. A Candidate entered in the List of Economic Operators pursuant to Section 152 of the PPA may demonstrate compliance with the conditions for participation relating to personal standing by its registration in that list.

17.5. A Tenderer consisting of a group of economic operators must demonstrate compliance with the conditions for participation relating to personal standing separately for each member of the group.

## 18. Conditions for Participation – Technical and Professional Ability

Only Candidates meeting the requirements for demonstrating technical or professional ability set out below and demonstrating compliance by submitting the specified documents may participate in this Competitive Dialogue:

18.1. Pursuant to Section 34(1)(a) of the PPA: a list of goods supplied/services provided of the **same or similar nature and complexity as the subject matter of the Contract**, commissioned within the 20 (twenty) years preceding the launch of the public procurement procedure, indicating prices, delivery deadlines, and customers (the relevant period).

18.1.1. Where the customer was a contracting authority or contracting entity under the PPA, the supporting document shall be a Reference.

18.1.2. Where the customer was a person other than a contracting authority or contracting entity under the PPA, evidence of performance shall take the form of confirmation from the customer that the contract was duly performed; where such confirmation cannot be obtained for objective reasons, the Candidate shall submit a solemn declaration supplemented by documents demonstrating performance of the contract.

18.1.3. A contract of the **same or similar nature and complexity** as the subject matter of the Contract means a contract performed at a nuclear installation unit with a pressurised water reactor of the PWR or VVER type intended for commercial electricity generation, which included the design, manufacture and supply, installation, including the relevant systems engineering activities, FAT and SAT testing, and commissioning of:

i. a reactor protection and control system (RPS/SORR), or another digital safety system performing reactor safety functions; and

ii. an engineered safety features actuation system (ESFAS/SIS), or another digital safety system performing reactor safety functions,

both using **the same** safety systems platform.

18.1.4. Minimum required standard:

The list of goods supplied, and services provided must demonstrate that, during the relevant

period, the Candidate supplied goods or provided services of the same or similar nature and complexity as the subject matter of the Contract under at least **two different** projects/contracts, with the following requirements:

i. at least one of these projects/contracts also included reconstruction/dismantling work at an operating nuclear installation; and

ii. ii. at least one of these projects/contracts was implemented in an EEA country using the relevant IEC or IEEE standards for nuclear power plant safety systems.

For the purposes of this condition, **one project/contract** means performance of the required scope specified above (18.1.3. in conjunction with 18.1.4.) at **one** specific **nuclear power plant generating unit**.

18.1.5. Content of the references submitted:

i. the customer's contact person;

ii. the scope of the work performed by the Candidate;

iii. the Candidate's position within the contractual arrangements;

iv. evidence identifying the country of implementation and confirming compliance with IEC or IEEE standards, including information on the technology used.

18.2. Pursuant to Section 34(1)(g) of the PPA: **details of the educational qualifications and professional experience or professional qualifications** of the persons designated to perform the Agreement or the managerial staff (experts) responsible for managing the performance of the services/construction works.

18.2.1. Minimum required standard:

The Candidate must demonstrate its professional ability to provide the required performance by confirming that it has at its disposal the required number of persons designated to perform the Agreement or managerial staff (the experts specified below) meeting the stipulated requirements.

18.2.2. The Candidate shall demonstrate compliance with the requirements set out below by:

i. submitting a professional CV containing, as a minimum:

a. the expert's first name and surname;

b. educational qualifications attained;

c. current position;

d. an overview of professional experience relevant to the performance of the subject matter of the procurement;

e. the expert's handwritten signature.

ii. where the Candidate is not the expert's current employer, submitting a written agreement or undertaking entered into between the Candidate and the expert concerning the use of the expert's professional capacities in the Candidate's performance of the Agreement, should the Candidate be successful in this public procurement procedure;

iii. submitting a copy of the required evidence of educational qualifications.

18.2.3. The Candidate shall demonstrate compliance with the following minimum requirements for

experts:

i. Expert No. 1 – Chief Project Engineer (at least 1 person)

a. a university degree in a technical discipline (electrical engineering, automation, measurement and control, nuclear engineering or equivalent), demonstrated by submitting evidence of the qualification obtained,

b. at least 10 years of professional experience in technical project engineering in the nuclear power sector;

c. demonstrable participation in at least 1 project involving a reactor protection and control system (RPS/SORR), an engineered safety features actuation system (ESFAS/SIS) or another digital safety system at a PWR or VVER nuclear power plant, the scope of which included design, supply of technology, equipment installation, FAT/SAT testing, and commissioning;

d. the person must demonstrate participation in the engineering and testing activities of that project.

The expert shall demonstrate their experience and participation by submitting a **professional CV** identifying specific projects and describing the scope of the individual processes.

ii. Expert No. 2 – Implementation Manager (at least 1 person)

a. at least secondary education in a technical discipline (electrical engineering, automation, mechanical engineering or equivalent), demonstrated by submitting evidence of the qualification obtained;

b. at least 3 years of professional experience in managing implementation and electrical or I&C installation works in the nuclear power sector;

c. demonstrable participation in at least 1 project involving a reactor protection and control system (RPS/SORR), an engineered safety features actuation system (ESFAS/SIS) or another digital safety system at a PWR or VVER nuclear power plant, the scope of which included design, supply of technology, equipment installation, FAT/SAT testing, and commissioning;

d. the person must demonstrate participation in the assembly and installation activities of that project;

e. the expert shall demonstrate their experience and participation by submitting a **professional CV** identifying specific projects and describing the activities performed.

iii. Expert No. 3 – Commissioning Manager (at least 1 person)

a. at least secondary education in a technical discipline (electrical engineering, automation, measurement, and control or equivalent), demonstrated by submitting evidence of the qualification obtained;

b. at least 5 years of professional experience in commissioning and testing I&C systems in the nuclear power sector;

c. demonstrable participation in at least 1 project involving a reactor protection and control system (RPS/SORR), an engineered safety features actuation system (ESFAS/SIS) or another digital safety system at a PWR or VVER nuclear power plant, the scope of which included design, supply of technology, equipment installation, FAT/SAT testing, and commissioning;

d. the person must demonstrate participation in FAT, SAT, pre-operational

testing, and system commissioning.

The expert shall demonstrate their experience and participation by submitting a **professional CV** identifying specific projects and describing the activities performed.

iv. Expert No. 4 – Nuclear Safety and Safety Analysis Expert (at least 1 person)

a. a university degree in a technical discipline (nuclear engineering, electrical engineering, automation, power machinery, and equipment or equivalent);

b. at least 5 years of professional experience in nuclear safety, safety analyses, or the design of nuclear power plant safety systems;

c. demonstrable participation in at least 1 project involving a reactor protection and control system (RPS/SORR), an engineered safety features actuation system (ESFAS/SIS) or another digital safety system at a PWR or VVER nuclear power plant, the scope of which included design, supply of technology, equipment installation, FAT/SAT testing, and commissioning;

d. the person must demonstrate participation in the preparation of the Safety Concept, safety analyses, qualification documentation, design documentation, or other supporting documentation relating to the demonstration of the nuclear safety of the modernised system.

The expert shall demonstrate their experience and participation by submitting a **professional CV** identifying specific projects and describing the activities performed.

18.2.4. The experts relied upon by the Candidate to demonstrate compliance with this condition for participation **must be involved** in the implementation of the Contract, performance of the Agreement and activities of the Competitive Dialogue. These experts must also be named in the Agreement.

18.2.5. An expert may be replaced only with the Contracting Entity's prior written consent. The replacement expert must have at least the same level of education, professional experience and project experience as the expert being replaced.

18.3. Pursuant to Section 35 of the PPA, the Candidate must have quality management system measures in place.

18.3.1. Minimum required standard:

The Candidate shall submit a valid quality management system certificate issued by an independent body, confirming that the Candidate meets the technical standard requirements for a quality management system under **ISO 9001.**

18.3.2. The certificate submitted must be issued by an independent, accredited certification body and must be valid on the date of submission of the request to participate.

18.3.3. Where the Candidate has been objectively unable to obtain the relevant certificate within the specified deadlines, the Contracting Entity shall also accept other evidence of equivalent quality assurance measures submitted by the Candidate, demonstrating that its proposed quality assurance measures comply with the required quality assurance standards.

18.4. Pursuant to Section 35 of the PPA, the Candidate must have a documented and operational safety management system to ensure the quality of performance.

18.4.1. Minimum required standard:

The Candidate shall submit a valid occupational health and safety management system certificate confirming compliance with the requirements for an occupational health and safety management system **under ISO 45001**.

18.4.2. The certificate submitted must be issued by an independent, accredited certification body

and must be valid on the date of submission of the request to participate.

18.4.3. Where the Candidate has been objectively unable to obtain the relevant certificate within the specified deadlines, the Contracting Entity shall also accept other evidence of equivalent measures for ensuring a safety management system submitted by the Candidate, demonstrating that its proposed measures comply with the required Slovak technical standards for a safety management system.

18.5. Pursuant to Section 35 of the PPA, the Candidate must have established and must maintain a quality management system for organisations supplying products and services important to nuclear safety under **ISO 19443**, to ensure the quality of performance

18.5.1. Minimum required standard:

The Candidate shall submit a valid quality management system certificate under ISO 19443:2018 or an equivalent standard, confirming compliance with the requirements for a quality management system for organisations supplying products and services important to nuclear safety.

18.5.2. The certificate submitted must be issued by an independent, accredited certification body and must be valid on the date of submission of the request to participate.

18.5.3. Where the Candidate has been objectively unable to obtain the relevant certificate within the specified deadlines for reasons not attributable to it, the Contracting Entity shall also accept other evidence of equivalent measures for ensuring a quality management system submitted by the Candidate. The evidence submitted must clearly demonstrate that the Candidate has established and applies processes and measures covering, as a minimum, requirements for safety culture, supply chain management, quality management of products and services important to nuclear safety, and risk management, to an extent comparable to ISO 19443:2018.

18.5.4. An ISO 9001 quality management system certificate alone shall not constitute equivalent evidence unless the Candidate also demonstrates compliance with the specific requirements for a quality management system for organisations supplying products and services important to nuclear safety.

## 19. Conditions for Participation – Common Provisions

19.1. Compliance with the conditions for participation may be demonstrated by means of a European Single Procurement Document (hereinafter also referred to as the "ESPD") pursuant to Section 39 of the PPA.

19.2. The European Single Procurement Document contains an updated declaration by the economic operator that:

19.2.1. there are no grounds for its exclusion;

19.2.2. it meets the objective and non-discriminatory rules and criteria for selecting a limited number of Candidates, where the procuring organisation has limited the number of Candidates;

19.2.3. it will, upon request, provide the procuring organisation with the documents replaced by the European Single Procurement Document.

19.3. The economic operator shall include in the European Single Procurement Document any further relevant information required by the procuring organisation and identify the authorities and bodies that issue documents demonstrating compliance with the conditions for participation. Where the required documents are directly accessible to the procuring organisation free of charge in electronic databases, the economic operator shall also include in the European Single Procurement Document the information necessary to access those databases, in particular the database's internet address and any identification details and consents required for access.

19.4. Where a Tenderer relies on another entity to demonstrate its technical or professional ability, the European Single Procurement Document shall also contain the information referred to in the

preceding paragraph in respect of that entity.

19.5. The European Single Procurement Document form containing pre-filled information is annexed to this Descriptive Document.

19.6. The European Single Procurement Document must be completed in the language of the Tender submitted. Where a group of economic operators participates jointly in the public procurement procedure, a separate European Single Procurement Document containing the information required in Parts II to IV of the standard ESPD form must be submitted for each participating economic operator.

19.7. Where the ESPD is used, Tenderers may complete Part IV, Selection Criteria (compliance with Section 34 of the PPA), by ticking only section α (alpha) – Global indication for all selection criteria, i.e. they need not complete the remaining sections of Part IV.

19.8. The electronic ESPD form is accessible via the ESPD link, and the Tenderer may download the pre-filled content from the document included in the procurement documentation (espd-request).

19.9. When completing the ESPD, the Tenderer shall follow the manual published on the Public Procurement Office's website: https://www.uvo.gov.sk/jednotny-europsky-dokument-pre-verejne-obstaravanie-602.html.

19.10. Where a Candidate provisionally replaces documents demonstrating compliance with the conditions for participation with the European Single Procurement Document, the Contracting Entity may request submission of the documents replaced by the European Single Procurement Document at any time during the public procurement procedure. Failure to submit the documents within 5 working days of receipt of the request, or within a longer period specified by the Contracting Entity, constitutes grounds for exclusion of the Tenderer pursuant to Section 40(6)(i) of the PPA.

19.11. Where a Tenderer includes any figures, prices, values, financial or other economic information in a currency other than the euro (EUR) in the documents or supporting materials submitted, it must convert them into euros (EUR) using the European Central Bank (ECB) reference exchange rate applicable on the date of launch of the public procurement procedure (i.e. the date of publication of the Contract Notice in the Official Journal of the European Union).

19.12. The Tenderer must state the values in both currencies, i.e. the original value in the relevant foreign currency and the converted value in euros. ECB reference exchange rates are published by the National Bank of Slovakia on the basis of ECB data.

19.13. Where the ECB does not publish a reference exchange rate for the currency concerned, the Candidate shall use the reference exchange rate against the euro (EUR) published by the national bank of the country in whose currency the amount is denominated.

19.14. A Candidate may rely on the technical and professional capacities of another entity to demonstrate its technical or professional ability, regardless of the legal relationship between them, in accordance with Section 34(3) of the PPA. In such a case, the Tenderer must demonstrate to the Contracting Entity that, in performing the Agreement, it will actually use the capacities of the entity on whose ability it relies to demonstrate its technical or professional ability. The Tenderer shall demonstrate this by means of a written agreement concluded with the entity whose technical and professional capacities it intends to rely upon to demonstrate its technical or professional ability. The written agreement must establish that entity's commitment to provide performance throughout the contractual relationship. The entity whose resources are to be used to demonstrate technical or professional ability must meet the conditions for participation relating to personal standing under Section 32(1)(e) and (f) of the PPA. The Contracting Entity may assess whether grounds for exclusion under Section 40(8) of the PPA apply to the entity whose capacities are to be used to demonstrate technical or professional ability.

## 20. Subcontractors

20.1. The Contracting Entity requires the Successful Tenderer to include in the Agreement, no later than the date of its conclusion, details of all known subcontractors (business name, registered office,

company identification number, scope of the subcontract, subcontract share as a percentage and subcontract value in EUR), together with the following details of the persons authorised to act on behalf of each subcontractor: first name and surname, residential address and date of birth.

## 21. Rules for Reducing the Number of Candidates

21.1. Where more than two Candidates meet the conditions for participation, the Contracting Entity shall, in accordance with Section 96(2) of the PPA and on the basis of objective and non-discriminatory rules, limit the number of Candidates invited to participate in the dialogue to **two** (2).

21.2. Candidates meeting all the conditions for participation shall be ranked in accordance with the rules set out in the following section. The two highest-ranked Candidates shall be invited to participate in the Competitive Dialogue. If any Candidate declines to participate in the Competitive Dialogue, the Contracting Entity shall invite the next Candidate in the ranking until participation has been confirmed by two Candidates.

21.3. For the purposes of reducing the number of Candidates, Candidates **may** also use:

21.3.1. information (references, projects, etc.) used to demonstrate compliance with the conditions for participation;

21.3.2. the capacities of "other entities" relied upon to demonstrate compliance with the conditions for participation in accordance with Section 34(3) of the PPA.

21.4. Rules:

21.4.1. Rule 1 – Licensing of a digital RPS + ESFAS system at an operating nuclear power plant in an EEA country within the last 20 years (VVER, PWR)

**Weighting: at maximum 30 points**

Candidates shall be awarded 30 points if they demonstrate a leading role (OEM, main contractor, or lead integrator) in a successfully licensed reconstruction/modernisation of a digital RPS + ESFAS system at an operating VVER or PWR nuclear power plant in a European Economic Area country within the 20 years preceding the launch of the public procurement procedure.

**Required evidence:**

i. A description of the submitted reference project of a scope that allows for unambiguous verification of the specified requirements:identification of the nuclear installation;

a. identification of the nuclear facility;

b. scope of the RPS + ESFAS;

c. the role of the Candidate in the project in question;

ii. a reference to a supervisory authority report, an annual report, or another confirmation proving the successful completion and commissioning of the project.

21.4.2. Rule 2 – Availability of two different qualified safety systems platforms.

**Weighting: at maximum 30 points**

Candidates demonstrating that they hold a platform that is currently supported and commercially available for new projects shall be awarded **15 points** for each such platform,

up to a maximum of 30 points for this subcriterion. The platform must be intended and qualified for implementing RPS or ESFAS safety systems performing Category A functions under IEC 61226 or Class 1E systems under IEEE 603.

For each platform, Candidates shall also submit an independently verifiable qualification or regulatory document.

For each platform, at least one of the following documents must be submitted:

i. an NRC Safety Evaluation (SE/SER) relating to the platform concerned, or an NRC-accepted/approved Topical Report relating to that platform; or

ii. an independent certification or qualification document issued by an independent and internationally recognised organisation operating in the field of nuclear safety assessment or qualification of safety I&C systems (e.g. TÜV or equivalent).

21.4.3. Rule 3 – Number of completed projects involving the complete installation or reconstruction of digital RPS + ESFAS systems at VVER or PWR nuclear power plants in EU or OECD countries

**Weighting: at maximum 30 points**

The Candidate shall be awarded **6 points** for each project commissioned within the 20 years preceding the launch of the public procurement procedure in which it held a leading role (OEM, main contractor or lead integrator) and which included the complete installation or complete reconstruction of RPS and ESFAS systems at a VVER or PWR nuclear installation located in an EU or OECD country.

The project assessed under subcriterion Rule 1 shall **not be counted** towards the assessment under this subcriterion.

Points may be awarded for a maximum of 5 projects (5 × 6 points = 30 points).

**Required evidence:**

i. A reference projects of a scope that allows for unambiguous verification of the specified requirements:

a. identification of the nuclear facility;

b. b. scope of the RPS + ESFAS;

c. c. the role of the Candidate in the project in question;

d. a reference to a supervisory authority report, an annual report, or another confirmation proving the successful completion and commissioning of the project.

21.4.4. Rule 4 – Experience in the implementation or major modernisation of a full-scope nuclear power plant simulator

**Weighting: at maximum 20 points**

The Candidate shall be awarded **10 points** for each project implemented within the 20 years preceding the launch of the public procurement procedure in which it carried out, or

participated as a supplier or systems integrator in, the supply or major modernisation of a full-scope simulator for a VVER or PWR nuclear power plant, with its scope of work including the integration of process models or I&C systems and the performance of, or support for, simulator acceptance testing.

Points may be awarded for a maximum of 2 projects (2 × 10 points = 20 points).

**Required evidence:**

i. a description of the submitted reference project of a scope that allows for unambiguous verification of the specified requirements:

a. the nuclear power plant and unit;

b. type of reactor;

c. scope of supply or modernization of the Full-Scope Simulator;

d. the role in which the Candidate participated in the project;

e. the date of commissioning of the simulator or its modernization;

f. a confirmation from the operator or another independently verifiable document proving the successful implementation and acceptance of the project;

g. a reference to a supervisory authority report, an annual report, or another confirmation proving the successful completion and commissioning of the project.

21.4.5. Rule 5 – Geopolitical Risk of the Country of Origin of Key Capacities

**Weighting: 20 points**

For the purposes of assessing this subcriterion, the countries in which the following are located shall be considered:

i. the main platform development centre (in respect of the platforms used by the Candidate to demonstrate compliance with the conditions for participation and the shortlisting criterion under Rule 2);

ii. the Candidate's manufacturing and integration facilities where the final assembly, integration, configuration, and FAT of control cabinets are carried out.

The assessment shall be based on the Global Peace Index 2026 (Institute for Economics & Peace) – Table C.1: *Ongoing Domestic and International Conflict domain, most peaceful to least*[1] (hereinafter referred to as the "Index"). For the purposes of awarding points under this subcriterion, the **highest** Index score among the countries identified for the Candidate (group of economic operators) or the third party whose references the Candidate relies upon shall be used. *(For the avoidance of doubt: if the Candidate identifies that the country of the main platform development centre has an Index score of 1.7 and the country of the Candidate's manufacturing and integration facilities has an Index score of 2.0, the country with the Index score of 2.0 shall be used for the assessment. Likewise, where the Candidate relies on*

[1] Global Peace Index 2026 — IEP – page 112

*references from several countries for the purposes of demonstrating compliance with the participation requirements or Rule 2, only the country with the highest Index score shall be considered together with the country of the Candidate's manufacturing and integration facilities for the purposes of this assessment.)*

The Candidate shall be awarded:

| Risk assessment | Points |
|---|---|
| Index score below 2.8 | **20** |
| Index score equal to or above 2.8 | **0** |

**Required evidence:**
The Candidate shall submit information, supported by up-to-date evidence, identifying the countries in which the Candidate or the third parties whose references it relies upon have:

iii. their main platform development centre (in respect of the platforms used by the Candidate to demonstrate compliance with the conditions for participation and the shortlisting criterion under Rule 2);

iv. their manufacturing and integration facilities where the final assembly, integration, configuration, and FAT of control cabinets are carried out

**The Contracting Entity reserves the right, in the event of doubt, to verify this information directly on site or by other appropriate means.**

21.5. Where Candidates are tied for the qualifying places (the first two places), progression to the dialogue shall be determined by the **higher number of references for VVER 440 nuclear power plants submitted under criterion Rule 3**.

21.6. If the request to participate or any clarification thereof does not clearly demonstrate compliance with any of the shortlisting criteria, the Candidate shall be awarded 0 points for the criterion concerned.

21.7. The Contracting Entity shall:

21.7.1. send an Invitation to Participate in the Competitive Dialogue to Candidates who have met the conditions for participation and, following assessment against the shortlisting criteria, have secured qualifying places;

21.7.2. following the acceptance of Participation in the competitive dialogue by two Candidates, notify the Candidates who met the selection criteria but, based on the evaluation of the shortlisting criteria, ranked in non-advancing positions, that they have not qualified for the next phase of the Competitive Dialogue.

# B. Conduct of the Procurement Procedure

## 1. Dialogue

1.1. Following evaluation of the requests to participate, the Contracting Entity shall invite the Selected Candidates to participate in the dialogue. The objective of the dialogue is to identify the most appropriate technical solution capable of meeting the Contracting Entity's needs that is acceptable from a safety perspective, technically feasible, justifiable for licensing purposes, economically proportionate and capable of implementation under the contractual arrangements.

1.2. The dialogue phase consists of a technical stage and a commercial and contractual stage. Following their completion, the Contracting Entity shall formally conclude the dialogue and invite Tenderers to submit their Tenders.

1.3. Basic rules of the dialogue

1.3.1. The Contracting Entity shall conduct the dialogue with each Tenderer separately.

1.3.2. The Contracting Entity shall ensure equal treatment, transparency, proportionality, competition, and the auditability of the procedure.

1.3.3. A Tenderer's solution, documentation, know-how or other confidential information shall not be disclosed to other Tenderers.

1.3.4. Any new requirements of general application or clarifications issued by the Contracting Entity that may affect the development of Proposed Solutions shall be communicated to all Tenderers in the same manner.

1.3.5. The conduct of the dialogue shall be documented in invitations, minutes, Checkpoint reports, comment response matrices, management registers, and other verifiable records.

1.3.6. Any stated durations of individual dialogue phases are estimates and may change.

1.4. Where necessary, the Contracting Entity reserves the right to amend or supplement the conditions governing the conduct and progress of the dialogue set out below.

## 2. Negotiations

2.1. Given the nature of the Competitive Dialogue, part of the procedure focuses on negotiations between the Parties. Meetings and negotiations shall take place in person, either at the Contracting Entity's registered office in Bratislava or, where necessary, at the Mochovce site. If, for any reason, a meeting or negotiation is to take place via the Microsoft Teams online platform, the Contracting Entity shall inform Tenderers in advance that the meeting will be held online.

2.2. The Contracting Entity shall prepare meeting minutes or brief records. Records of the dialogue shall be retained for internal purposes, as well as for transparency and any future audit. Only information required to be published under the PPA shall be made publicly available.

2.3. If a Tenderer does not attend a scheduled meeting, the Contracting Entity shall take decisions and inform the Tenderer concerned.

## 3. Special Measures

3.1. Much of the existing or newly created information and documentation disclosed during the Competitive Dialogue by the Contracting Entity to individual Tenderers, or by individual Tenderers to the Contracting Entity, may be highly sensitive, possess a degree of originality or constitute dual-use items (or other items subject to export or import controls). The Contracting Entity shall therefore introduce special measures in relation to each Tenderer at the outset of the Competitive Dialogue to address these particular characteristics.

3.2. The special measures shall establish rules and obligations (and corresponding rights) between the parties to the dialogue concerning ownership and protection of information and documents (including

intellectual property), confidentiality, and the purpose for which the relevant information and documents may be used, the parties' compliance with sanctions, anti-corruption and export legislation, and related matters. The intended scope of the special measures is described in greater detail in Section D.1 of this Descriptive Document.

3.3. The special measures shall be introduced through unilateral written declarations by the parties to the dialogue, submitted no later than the start of the technical negotiations within the dialogue. The templates of such declarations shall be prepared by the Contracting Entity.

## 4. Kick-off meeting

4.1. An individual kick-off meeting shall be held with each Tenderer at the outset. The Contracting Entity and the Tenderer shall discuss the scope of tasks, input documentation, responsibilities, the deliverable submission plan, and the Checkpoint schedule.

4.2. At the kick-off meeting, the Contracting Entity shall provide the Tenderer with the available input documentation and supporting materials required to commence the technical negotiations. Rules shall also be agreed for maintaining and updating the Master Document Register, the document submission schedule, the record of missing supporting materials and the interface register, as well as for commenting and closing Open Items.

## 5. Technical Negotiations

5.1. The objective of the technical negotiations is to develop a single coherent, complete, and internally consistent technical solution for each Tenderer. The technical negotiations shall include the preparation and further development of the Safety Concept, Basic Design and related technical, safety, licensing, qualification, and implementation deliverables.

5.2. The Tenderer shall develop and submit a feasible Proposed Solution based on the Statement of Requirements and the input data and supporting materials provided or made available by the Contracting Entity during the Competitive Dialogue. The principal deliverables of the technical negotiations shall include, in particular:

5.2.1. Documented results of the Tenderer's verification of the input data and supporting materials provided or made available by the Contracting Entity, carried out to the extent necessary to prepare the Proposed Solution and the Tender (hereinafter referred to as the "**Verification Results**").

5.2.2. The Safety Concept to the extent specified in the Technical Requirements.

5.2.3. The Basic Design to the extent specified in the Technical Requirements.

5.2.4. The proposed architecture of the modernised systems.

5.2.5. Definition of functions and their allocation to individual systems.

5.2.6. The proposed technical solution, including its integration with the existing equipment at EMO Units 1 and 2.

5.2.7. The implementation plan and schedule for the proposed technical solution, including phasing by unit, a preliminary estimate of outages and coordination with scheduled outages at EMO Units 1 and 2.

5.2.8. The management registers and matrices specified below in this section.

5.2.9. Demonstration of the feasibility of the Proposed Solution from the technical, safety, licensing, qualification, and implementation perspectives.

The Tenderer shall develop and submit the Proposed Solution in accordance with the PPA, this Descriptive Document, and its annexes, including the Technical Requirements.

5.3. The estimated duration of the technical negotiations is 15 months. The Tenderer shall submit all

substantive deliverables no later than the end of M14. M15 is reserved for resolving comments, checking completeness and mutual consistency, and formal approval of the deliverables by the Contracting Entity.

5.4. The SC and Basic Design shall not be developed in a strictly sequential manner. Individual documents and work packages may be developed in parallel and iteratively. However, the Basic Design must be based on approved or sufficiently stable conceptual outputs of the SC. If a change to the SC affects the Basic Design, the Tenderer shall update all affected documents, drawings, databases, interfaces, schedules, and registers.

5.5. No new substantive solution may be developed in M15. Only corrections, resolution of inconsistencies or supplementary evidence relating to the solution discussed no later than the end of M14 shall be permitted.

5.6. The Tenderer shall submit and discuss with the Contracting Entity, on an ongoing basis, the Technical Documents forming part of the Proposed Solution and allow them to be reviewed by the Contracting Entity's technical team and, where appointed as members of the relevant committee, its external specialist consultants. Before submitting its Tender, the Tenderer must obtain Approval of the Technical Solution. The Technical Documents shall be reviewed and approved in accordance with the schedule and Checkpoints set out in this Descriptive Document and further specified during the Competitive Dialogue. The criteria for Approval of the Technical Solution shall include, in particular, compliance with the Statement of Requirements – Technical Requirements, the relevant outcomes of the Consultations communicated to the Tenderer as requirements of the Contracting Entity, and any other duly communicated requirements of the Contracting Entity.

5.7. Documents shall be submitted on an ongoing basis, rather than only at the end of the relevant Checkpoint. Each document must undergo, as a minimum, a working draft stage, comments by the Contracting Entity, incorporation of those comments and a final revision. The Tenderer shall submit a comment response matrix with each revision. Following submission of the Technical Documents or any part thereof, the Contracting Entity shall review them and may request explanations, responses, amendments, or additions from the Tenderer. Where necessary, the Contracting Entity may consult the NRA SR on the relevant matters in accordance with the procedure under Section B.5.11 below. Review and commenting on the Technical Documents may be repeated and iterative. If the Technical Documents do not meet the criteria for Approval of the Technical Solution, the Contracting Entity shall send the Tenderer a reasoned notice identifying the deficiencies and the corrective action, additions or completion required, and shall request that the Tenderer take the necessary action within a reasonable period set in accordance with this Descriptive Document and its schedule, to the extent necessary to prepare the Proposed Solution and the Tender.

5.8. Neither interim nor final review of, or comments on, the proposed technical solution (or any part thereof), nor the granting of Approval of the Technical Solution by the Contracting Entity, shall relieve the Tenderer of responsibility for the correctness, completeness, mutual consistency and quality of the entire Proposed Solution and all its parts, or their compliance with the stipulated requirements, including the Technical Requirements.

5.9. The Contracting Entity may convene a review meeting as necessary. As a rule, it shall send the invitation at least two weeks in advance, unless the Parties agree on a shorter notice period. The Tenderer may request a review meeting if it needs to discuss an Open Item or the Proposed Solution.

5.10. The Contracting Entity reserves the right to assign supplementary tasks, analyses, or clarifications during the technical negotiations where the need arises from the progress of the dialogue, identified interfaces, comments, changes to inputs or the need to verify the feasibility of the Proposed Solution. Such additions shall not constitute a new round of technical negotiations. Supplementary tasks must relate to the subject matter and objectives of the dialogue. The Contracting Entity shall specify the required deliverable, deadline, and assessment method for each such task. Where an addition is of general application and may affect all Tenderers' Proposed Solutions, it shall be communicated to all

Tenderers in the same manner.

5.11. The Tenderer shall submit questions concerning the Technical Requirements or preparation of the Proposed Solution to the Contracting Entity through the ERANET system; this shall not preclude their discussion at meetings duly documented in accordance with this Descriptive Document. The Tenderer shall not communicate these questions, directly or indirectly, to the NRA SR, another Tenderer or any other third party, except for the Contracting Entity and its own suppliers and subcontractors involved in preparing the Proposed Solution, and then only to the extent necessary for its preparation and subject to compliance with information protection obligations. Answering these questions may require consultations with, or input or opinions from, the NRA SR. The Contracting Entity shall use all reasonable endeavours to obtain the relevant input or opinions from the NRA SR concerning individual Tenderers' questions as part of its informal consultations with the NRA SR (hereinafter referred to as the "**Consultations**"), anonymising the questions before submitting them to the NRA SR. The Tenderer acknowledges that no formal proceedings before the NRA SR will be initiated during the Competitive Dialogue and that any statements, input or opinions obtained from the NRA SR during the Consultations will be informal and non-binding. Some of the Tenderer's questions may remain unanswered, particularly if the NRA SR decides not to provide input or an opinion outside formal proceedings. The Contracting Entity may, at its discretion, decide not to consult the NRA SR on certain questions, particularly where they have already been the subject of consultation or consultation is unnecessary. The Contracting Entity shall collect Tenderers' questions, comments, requirements, and proposals and address them in accordance with the rules governing the Consultations, to the extent and at the intervals it considers appropriate. Where necessary to ensure compliance with the law (equal access to information for Tenderers), the Contracting Entity shall make the relevant outcomes of the Consultations available to all Tenderers in the same manner, while observing the rules on protecting confidential information and individual technical solutions. The Tenderer shall align its Proposed Solution with the relevant outcomes of the Consultations communicated by the Contracting Entity as requirements for its development and incorporate the Contracting Entity's relevant comments and requirements.

5.12. Technical Checkpoints

The technical negotiations shall be managed through six technical Checkpoints. Each Checkpoint confirms the maturity achieved by the Proposed Solution and determines the next steps. A Checkpoint need not entail full closure of all documents in the relevant package, provided that the outstanding items are non-critical, recorded, assigned to a responsible person and have a specified closure deadline. Before work begins on the tasks for the relevant Checkpoint, the Contracting Entity shall present its brief, objective, required deliverables, and submission deadlines in accordance with the rules set out above.

5.12.1. CP1 - Design Basis and Existing Conditions

Estimated timeframe: M1–M3; Checkpoint at the end of M3

Main scope:

i. legislative, standards, and licensing basis of the project;
ii. rules for design, identification, documentation, data, and configuration;
iii. project boundaries, ownership boundaries, and interfaces between engineering disciplines;
iv. verification of the relevant input documentation to the extent necessary to prepare the SC, Basic Design and Tender, and identification of discrepancies against actual conditions;
v. description of the existing condition of the affected systems;
vi. list of missing inputs, discrepancies, and Open Items

**Required outcome:** Confirmed design basis, inputs, and a unified model of existing

conditions; the Tenderer shall submit the Verification Results as part of the CP1 deliverables and subsequently update them as necessary to reflect the current status of the input data and supporting materials used to prepare the Proposed Solution and the Tender.

5.12.2. CP2 - Safety Concept and Target Architecture
Estimated timeframe: M2–M5; Checkpoint at the end of M5

Main scope:

i. safety objectives and defence in depth;
ii. classification and categorisation of systems, functions, and components;
iii. target architecture of the modernised systems;
iv. allocation of functions between primary and diverse systems;
v. redundancy, diversity, single failure, CCF and independence;
vi. basic concept for HMI, Main Control Room, and Emergency Control Room

**Required outcome**: Stabilised Safety Concept and target architecture.

5.12.3. CP3 - System Solutions, Functions, and Interfaces
Estimated timeframe: M4–M8; Checkpoint at the end of M8

Main scope:

i. structure and technical solution of individual systems;
ii. process requirements, functional diagrams, and logic diagrams;
iii. lists of I/O, measurement circuits, and control circuits;
iv. priority logic and links to actuators;
v. HMI, operator control, indications and alarms, Main Control Room, and Emergency Control Room;
vi. interfaces with affected systems and assignment of interface owners;
vii. impact on the simulator, operation, maintenance, and software

**Required outcome:** Stabilised system functions, main parameters, I/O, and interface register.

5.12.4. CP4 - Physical Integration and Infrastructure
Estimated timeframe: M6–M10; Checkpoint at the end of M10

Main scope:

i. location of cabinets, panels, control desks, and other equipment;
ii. sensors, measurement routes, and impulse lines;
iii. new and existing cabling, cable routes, cable trays, HKP and NKP;
iv. electrical power supply, earthing, EMC, and lightning protection;
v. physical and fire separation of redundant divisions;
vi. necessary civil works and modifications in other engineering disciplines, particularly penetrations, drilled holes, supporting structures, seismic anchoring, fire protection modifications, and ventilation modifications

**Required outcome**: Demonstrated feasibility in terms of space, installation, and infrastructure.

5.12.5. CP5 - Qualification, Analyses, V&V and Testing
Estimated timeframe: M7–M11; Checkpoint at the end of M11

Main scope:

i. qualification strategy for hardware, software, and components;
ii. environmental, seismic and EMC qualification;
iii. deterministic, thermal-hydraulic, reliability and probabilistic analyses;
iv. preparation of the preliminary safety report to the extent required for the relevant project phase;
v. CCF analysis and demonstration of compliance with the single-failure criterion;
vi. verification and validation, including independent V&V;
vii. approach to FAT, SAT, post-installation, and pre-operational testing;
viii. acceptance criteria and requirements traceability

**Required outcome:** Demonstrated feasibility from the safety, licensing, and qualification perspectives.

5.12.6. CP6 - Implementation, Outages, and Integrated Solution
Estimated timeframe: M9–M13; Checkpoint at the end of M13; finalisation in M14

Main scope:

i. implementation strategy and phasing by unit and redundant division;
ii. integrated schedule and dependencies on outages;
iii. dismantling, installation, temporary arrangements, and phased commissioning;
iv. Open Loop, Monitoring Loop, Closed Loop, and start-up;
v. construction organisation, logistics, occupational health and safety, and fire protection;
vi. simulator, training, operation, maintenance, and servicing;
vii. technical specifications for individual systems;
viii. consolidated SC and Basic Design, traceability matrix, risk register, and register of Open Items and comments

**Required outcome:** A complete, integrated technical solution ready for final submission.

5.12.7. Checkpoint Assessment and Corrective Action

Following each Checkpoint, the Contracting Entity shall prepare a report recording the deliverables assessed, the assessment outcome, deficiencies, Open Items, required additions, responsibilities, and deadlines. The Checkpoint outcome shall be assigned one of the following statuses:

| Status | Meaning |
|---|---|
| Achieved | The required scope and maturity have been achieved. |
| Achieved with Open Items | Work may proceed; the Open Items are non-critical, recorded and assigned an owner and a deadline. |
| Further Development Required | The required scope or maturity has not been fully achieved; the identified deficiencies can be remedied, and the Tenderer must carry out the specified corrective action or provide the required additions. |
| Not Achieved | The required maturity or feasibility of the Proposed Solution has not been demonstrated, and the identified |

| | |
|---|---|
| | deficiencies are critical or cannot be remedied without a substantial change to the Proposed Solution or to the purpose or schedule of the dialogue. |

5.13. If a deliverable is inadequate, the Contracting Entity shall notify the Tenderer of the identified deficiencies and set a reasonable deadline for corrective action.

5.14. If, despite being given an opportunity to take corrective action within the specified period, the Tenderer fails to achieve the required scope and maturity of the relevant Checkpoint or remedy the identified critical deficiencies, this shall be recorded in the report and taken into account when assessing whether the conditions for successful conclusion of the technical negotiations and submission of the Tender have been met.

5.15. Preliminary Schedule

| Period | Main activity | Milestone |
|---|---|---|
| M1 | Kick-off, documentation plan, inputs, and commenting rules | Mobilisation |
| M1-M3 | Design basis and existing conditions | CP1 at the end of M3 |
| M2-M5 | Safety Concept and target architecture | CP2 at the end of M5 |
| M4-M8 | System solutions, functions, and interfaces | CP3 at the end of M8 |
| M6-M10 | Physical integration and infrastructure | CP4 at the end of M10 |
| M7-M11 | Qualification, analyses, V&V, and testing | CP5 at the end of M11 |
| M9-M13 | Implementation, outages, and integrated solution | CP6 at the end of M13 |
| M14 | Final revisions, consolidation of the SC and Basic Design, and closure of comment response matrices | Final submission |
| M15 | Completeness and consistency checks, and approval by the Contracting Entity | Conclusion of technical negotiations |

5.16. Final Approval of the Technical Solution

By the end of M14, the Tenderer shall submit the final revisions of all Technical Documents forming part of the Proposed Solution, close the comment response matrices and ensure consistency between the SC, Basic Design, technical specifications, databases, drawings, interfaces, risks, and schedule. Critical Open Items must be closed. The Contracting Entity shall grant Approval of the Technical Solution only after all required Technical Documents meeting the stipulated criteria have been submitted and all required additions, completion work and corrective measures have been carried out.

In M15, the Contracting Entity shall verify the incorporation of comments, the completeness and internal consistency of the Proposed Solution, and compliance with the criteria for Approval of the Technical Solution. The technical negotiations shall conclude upon the granting of Approval of the Technical Solution. By granting Approval of the Technical Solution, the Contracting Entity confirms: a) compliance with the stipulated technical approval criteria; b) fulfilment of the technical conditions for entitlement to Compensation under Section B.12; and c) the technical suitability of the Proposed Solution for inclusion in the Tender. This shall be without prejudice to the requirement to fulfil the other conditions for entitlement to Compensation.

5.17. Throughout the technical negotiations, the Tenderer shall maintain, regularly update and, at the Contracting Entity's request, submit the following management registers:

5.17.1. **Master Document Register and revision schedule**, listing all project documents, their revisions, progress status, responsibilities, and planned issue dates.

5.17.2. **Requirements register and traceability matrix**, recording all requirements and demonstrating their incorporation into the Proposed Solution, documentation, analyses, and

verification activities.

5.17.3. **Interface register**, recording technical, system, interdisciplinary and organisational interfaces, including the assignment of interface owners, the approach to addressing each interface and its closure status.

5.17.4. **Register of Open Items and comments**, recording the Contracting Entity's comments and unresolved technical, safety, licensing, qualification, and implementation issues, including their status, criticality, owners, and closure deadlines. Comment response matrices shall demonstrate how comments have been incorporated or otherwise resolved.

5.17.5. **Risk register**, recording identified risks, their assessment, impacts, owners, and proposed measures to eliminate or mitigate them.

5.18. The Tenderer shall ensure that all the above registers are mutually consistent and aligned with the current status of the Safety Concept, Basic Design, and other deliverables of the technical negotiations.

## 6. Commercial and Contractual Negotiations

6.1. Objective of the Commercial and Contractual Negotiations

The objective of the commercial and contractual negotiations is to define and finalise the contractual, commercial and implementation conditions of the project on the basis of the Proposed Solution being developed during the technical negotiations. The intended outcome is a uniform and sufficiently definite contractual framework enabling Tenderers to submit mutually comparable Tenders.

6.2. Duration and Overlap with the Technical Negotiations

The commercial and contractual negotiations are expected to commence in M3 and last 12 months. They shall begin with discussions on the draft Agreement and the basic terms and conditions provided by the Contracting Entity and shall run concurrently with the technical negotiations.

6.3. The scope and level of detail of the commercial and contractual negotiations shall increase as the technical solution matures. Contractual provisions dependent on the technical scope, schedule, outages, testing, or interfaces shall be finalised once the relevant technical inputs have stabilised.

6.4. Before the dialogue concludes, the technical, commercial, and contractual parts of the Proposed Solution must be mutually aligned.

6.5. Organisation of the Commercial and Contractual Negotiations

The Contracting Entity shall conduct the commercial and contractual negotiations with each Tenderer separately. The negotiations shall take place primarily through:

- contractual and commercial workshops;
- review and status meetings;
- written comments on the draft Agreement and related annexes;
- presentation and discussion of open commercial and contractual items.

The negotiations shall be documented in minutes, comment response matrices, the register of contractual deviations and the register of Open Items. Each record shall specify the item's status, responsibility for the next step and its closure deadline.

6.6. Main Topics of the Commercial and Contractual Negotiations

The commercial and contractual negotiations shall cover, in particular:

- the draft Works Contract, including the General and Particular Conditions of the FIDIC Yellow Book;
- the scope and boundaries of performance and the allocation of responsibilities between the Contractor and the Contracting Entity;
- the contractual schedule, key milestones, and dependencies on outages at EMO Units 1 and 2;

- conditions for commencement, suspension, and completion of the works;
- conditions for testing, FAT, SAT, commissioning, acceptance, and taking-over of the Works or parts thereof;
- conditions for advance payments, interim payments, payment milestones, and retention, without discussing the tender price;
- the amounts and conditions of bank guarantees, securities and insurance cover, expressed as percentages;
- contractual penalties, limits of liability and other penalty mechanisms, expressed as percentages or through a predetermined mechanism;
- the warranty period, rectification of defects and liability for defects;
- the scope and conditions of the LTSA, including service and technical support, life-cycle support, spare parts, and obsolescence management, without discussing the price;
- licensing, cooperation in proceedings involving regulatory authorities and responsibility for licensing documentation;
- intellectual property rights, ownership and use of documentation, data, software, and know-how;
- confidentiality, protection of sensitive information, cybersecurity, and sanctions restrictions;
- change control, submission of claims, dispute resolution, and termination of the Agreement.

6.7. Inputs from the Contracting Entity

The Contracting Entity shall provide Tenderers with, in particular:

- the draft Works Contract, including the General and Particular Conditions of the FIDIC Yellow Book;
- the draft LTSA, including requirements for service and technical support, life-cycle support, spare parts, and obsolescence management;
- the deliverables of the technical negotiations or sufficiently stabilised parts thereof;
- the Contracting Entity's positions on the proposed technical solution and its contractual implications;
- requirements concerning the schedule, milestones, outages, testing, acceptance, and taking-over;
- proposed percentages or mechanisms for advance payments, retention, bank guarantees, securities, contractual penalties, insurance limits, and other financial security arrangements;
- pricing forms and award criteria, including instructions for completing the forms, without requiring submission of specific price information during the dialogue.

6.8. Deliverables from Tenderers

The Tenderer shall submit, in particular:

- comments on the draft Agreement and its annexes in the specified structure;
- a register of contractual and commercial deviations, including justifications and proposed solutions;
- a proposed contractual schedule, including milestones and dependencies on outages;
- a proposed scope of performance, boundaries of responsibility and responsibility matrix;
- proposed conditions for testing, acceptance, commissioning, and taking-over of the Works or parts thereof;
- its position on the percentages and mechanisms for advance payments, retention, bank guarantees, securities, contractual penalties, insurance limits, and other security arrangements;
- proposed LTSA conditions, including the scope of service and technical support, life-cycle

support, spare parts, and obsolescence management, without stating a price;
- refined technical data required to align the Agreement with the Proposed Solution;
- updated comment response matrices and a list of open commercial and contractual items.

6.9. Outcome of the Commercial and Contractual Negotiations

The commercial and contractual negotiations shall result, in particular, in:

- a finalised draft Agreement and its annexes;
- an aligned contractual schedule and key milestones;
- a clearly defined scope of performance, boundaries of responsibility and conditions for cooperation between the Parties;
- defined conditions for testing, acceptance, commissioning, and taking-over;
- defined percentages and mechanisms for advance payments, retention, bank guarantees, securities, contractual penalties, insurance limits, and other security arrangements;
- a finalised LTSA, including the scope and conditions of service and technical support, life-cycle support, spare parts, and obsolescence management;
- a list of commercial and contractual deviations that have either been closed or duly recorded;
- a uniform set of documents for the submission of mutually comparable Tenders.

## 7. Conclusion of the Dialogue

7.1. The objective of this phase is to formally conclude the dialogue and obtain Tenders prepared in a uniform and mutually comparable structure.

7.2. The Tender shall be based on the Proposed Solution developed during the technical negotiations and the commercial and contractual conditions finalised during the commercial and contractual negotiations.

7.3. Conclusion of the dialogue

The Contracting Entity shall conclude the dialogue after granting Approval of the Technical Solution and finalising the commercial and contractual conditions. Following conclusion of the dialogue, the Contracting Entity shall invite Tenderers to submit their Tenders.

## 8. Method of Submitting the Tender

8.1. The Tenderer shall submit its Tender through the ERANET system, available at https://seas.eranet.sk/#/tenderPublicDetails/20066.

8.2. A prerequisite for the submission of a Tender is the prior issuance of the Approval of the Technical Solution by the Contracting Entity pursuant to Section B.5 of this Descriptive Document and the fulfillment of the conditions pursuant to Section B7.3 of this Descriptive Document.

8.3. The Tender shall include, in particular:

8.3.1. the Proposed Solution in the version for which the Contracting Entity granted Approval of the Technical Solution, together with that Approval of the Technical Solution;

8.3.2. the final implementation schedule, including milestones;

8.3.3. confirmation of acceptance of the final contractual terms and conditions;

8.3.4. the completed “Price Calculation” annex, constituting the Tenderer’s financial offer;

8.3.5. the completed “Proposal for Fulfillment the Award Criteria” annex, containing the

information required for tender evaluation, particularly information on outage durations;

8.3.6. all required information and annexes necessary for evaluation of the Tender.

8.4. The Tenderer shall complete all required items in the "**Price Calculation**" and "**Proposal for Fullfilment the Award Criteria**" annexes to the extent specified by the Contracting Entity.

8.5. Price information from the "Price Calculation" annex shall be automatically transferred to the "Proposal for Fullfilment the Award Criteria" annex. The Tenderer shall complete the remaining required information subject to evaluation in the "Proposal for Fullfilment the Award Criteria" annex, particularly the proposed outage durations. The information thus specified shall be used to evaluate the Tenders.

## 9. Currency and Prices Stated in the Tender

9.1. The price proposed by the Tenderer for delivery of the required subject matter of the Contract, as stated in its Tender, shall be expressed in euros.

9.2. The price for the subject matter of the Contract must be determined in accordance with Section 3 of Act of the National Council of the Slovak Republic No. 18/1996 Coll. on Prices, as amended, and Decree of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll. implementing Act of the National Council of the Slovak Republic No. 18/1996 Coll. on Prices, as amended.

9.3. The Tenderer shall duly and fully complete the "Price Calculation" and "Proposal for Fullfilment the Award Criteria" annexes to the extent specified by the Contracting Entity. The information stated in these annexes concerning the price and binding outage durations shall be incorporated into the relevant annexes to the Agreement.

9.4. If the Tenderer is registered for value added tax (hereinafter referred to as "VAT") in the Slovak Republic, it shall state the proposed contract price excluding VAT.

9.5. If the Tenderer is not registered for VAT in the Slovak Republic, it shall indicate this in its Tender.

9.6. Before submitting its Tender, the Tenderer shall take into account everything necessary for the complete and proper performance of the Agreement and shall include in its contract prices all costs associated with performance of the subject matter of the Contract that may in any way affect the price and nature of the Tender or the provision of the service. If the Tenderer is successful, no claim for an adjustment to the proposed price arising from errors or omissions concerning its obligations shall be accepted.

## 10. Tender Validity Period

10.1. The Proposed Solution for which the Contracting Entity has granted Approval of the Technical Solution and the commercial and contractual conditions finalised during the Competitive Dialogue constitute the binding basis for preparation of the Tender. The Tenderer shall not unilaterally amend, restrict, or omit them in its Tender.

10.2. The tender validity period shall be 12 months from the expiry of the deadline for submission of Tenders.

## 11. Tender Security

11.1. The Contracting Entity requires tender security of **EUR 500,000**.

11.2. The Tenderer must provide the tender security no later than the date on which the deadline for

submission of Tenders expires.

11.3. The tender security must remain valid **throughout the entire tender validity period**.

11.4. Conditions for providing tender security:

11.4.1. Where a **bank guarantee** is provided on behalf of the Tenderer:

i. The provision of a bank guarantee shall be governed by Sections 313 to 322 of Act No. 513/1991 Coll., the Commercial Code, as amended. The guarantee instrument may be issued by a bank established in the Slovak Republic, a branch of a foreign bank in the Slovak Republic or a foreign bank. The validity period specified in the guarantee instrument must extend at least until the expiry of the tender validity period or the extended tender validity period (where the Tenderer has agreed to an extension), but in no event beyond 12 months from the expiry of the deadline for submission of Tenders. The bank guarantee shall be established by the bank's written declaration in the guarantee instrument that it will satisfy the creditor (the Contracting Entity) on behalf of the debtor (the Tenderer) if the tender security is forfeited to the Contracting Entity. The Tenderer shall fulfil its obligation to provide tender security in the form of a bank guarantee by obtaining a valid guarantee instrument containing the particulars specified below and submitting it to the Contracting Entity, together with the other parts of the Tender, by the deadline for submission of Tenders.

ii. The guarantee instrument issued by the bank must further state that:

a. the bank guarantee secures the Tenderer's Tender;

b. the security provided in the form of a bank guarantee shall be forfeited to the Contracting Entity if, during the tender validity period, the Tenderer:

I. withdraws its Tender,

II. fails to provide the necessary cooperation or refuses to conclude the Agreement or framework agreement pursuant to Section 56(5) to (9) of the PPA,

c. the bank guarantee is irrevocable, unconditional, and payable without objection;

d. if the tender security is forfeited, the funds secured by the bank guarantee shall be forfeited to the Contracting Entity in the amount specified in Section B.11.1 of this Descriptive Document;

e. the bank undertakes to pay the amount claimed in accordance with the above into the Contracting Entity's account without delay upon receipt of the Contracting Entity's written demand for payment;

f. the bank guarantee shall remain valid throughout the tender validity period or the extended tender validity period (where the Tenderer has agreed to an extension);

g. the bank guarantee shall terminate:

I. upon payment by the bank, to the extent of the payment made on behalf of the Tenderer to the Contracting Entity;

II. upon revocation of the Tenderer's bank guarantee on the basis of written notification/consent from the Contracting Entity delivered to the

Tenderer;

III. upon expiry of its validity period, provided that the Contracting Entity has not asserted its claims against the bank under the guarantee instrument before that period expires.

iii. Where a bank guarantee is provided to secure the Tenderer's Tender, the Tenderer shall submit with its Tender a bank guarantee signed with the bank's qualified electronic signature in accordance with Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter referred to as the "eIDAS Regulation"). If the bank does not issue guarantees in this form, the Tenderer shall submit a scanned copy of the bank guarantee with its Tender and separately deliver the original guarantee instrument (a notarised copy is insufficient), by the deadline for submission of Tenders, to the Contracting Entity's contact address specified in Section A.1 of this Descriptive Document, in a sealed envelope bearing the title of the procurement procedure, "Modernisation of the SORR, SIS and CPL Safety Systems, Competitive Dialogue", and the Tenderer's identification details. If the bank guarantee is provided by a foreign bank without a branch in the Slovak Republic, a guarantee instrument drawn up by that bank in the official language of the country where it is established must be accompanied by a certified translation into Slovak, unless the bank guarantee is issued in Czech.

iv. A bank guarantee sent by SWIFT message shall not be accepted.

11.4.2. Where funds are deposited into the Contracting Entity's bank account:

i. The Tenderer shall fulfil its obligation to provide tender security in the form of a deposit into the Contracting Entity's bank account by transferring the funds to the following account:

- Account name: Slovenské elektrárne, a.s.
- IBAN: SK63 1111 0000 0000 0525 7155
- Bank: UniCredit Bank Czech Republic and Slovakia, a.s.
- BIC: UNCRSKBX
- Variable symbol (payment reference): the Tenderer shall enter its company identification number – a number of no more than 10 digits used by the Contracting Entity to distinguish individual payments (letters are not permitted!)

ii. The Tenderer acknowledges that the funds must be credited to the Contracting Entity's account **no later than the date on which the deadline for submission of Tenders expires**,

iii. The security provided in the form of a cash deposit shall be forfeited to the Contracting Entity if, during the tender validity period, the Tenderer:

a. withdraws its Tender; or

b. fails to provide the necessary cooperation or refuses to conclude the Agreement or framework agreement pursuant to Section 56(5) to (9) of the PPA.

iv. If the tender security is forfeited, the funds shall be forfeited to the Contracting Entity in full.

v. Tender security provided by depositing funds into the Contracting Entity's account shall remain valid until the expiry of the tender validity period or the extended tender validity period (where the Contracting Entity and the Tenderer have agreed to extend the validity period of the Tenderer's Tender).

11.4.3. Where surety insurance is provided on behalf of the Tenderer:

i. The provision of surety insurance must comply with Act No. 39/2015 Coll. on Insurance and on Amendments to Certain Acts, as amended. The insurance contract must designate the Tenderer as the insured and the Contracting Entity as the beneficiary. The validity period of the surety insurance must be specified in both the insurance contract and the certificate issued by the insurer confirming the existence of the surety insurance. It must extend at least until the expiry of the tender validity period or the extended tender validity period (where the Tenderer has agreed to an extension), but in no event beyond 12 months from the expiry of the deadline for submission of Tenders. The surety insurance shall be established by the insurer's written declaration in the surety insurance certificate that it will satisfy the creditor (the Contracting Entity) on behalf of the debtor (the Tenderer) if the tender security is forfeited to the Contracting Entity. The Tenderer shall fulfil its obligation to provide tender security in the form of surety insurance by obtaining a valid surety insurance certificate containing the particulars specified below and submitting it to the Contracting Entity, together with the other parts of the Tender, by the deadline for submission of Tenders.

ii. The surety insurance certificate issued by the insurer must further state that:

a. the surety insurance secures the Tenderer's Tender;

b. the security provided in the form of surety insurance shall be forfeited to the Contracting Entity if, during the tender validity period, the Tenderer:

I. withdraws its Tender;

II. fails to provide the necessary cooperation or refuses to conclude the Agreement or framework agreement pursuant to Section 56(5) to (9) of the PPA,

c. the surety insurance is irrevocable, unconditional, and payable without objection;

d. if the tender security is forfeited, the funds secured by the surety insurance shall be forfeited to the Contracting Entity in the amount specified in Section B.11.1 of this Descriptive Document;

e. the insurer undertakes to pay the amount claimed in accordance with the above into the Contracting Entity's account without delay upon receipt of the Contracting Entity's written demand for payment;

f. the surety insurance shall remain valid throughout the tender validity period or the extended tender validity period (where the Tenderer has agreed to an extension);

g. the surety insurance shall terminate:

I. upon payment by the insurer, to the extent of the payment made on behalf of the Tenderer to the Contracting Entity;

II. upon revocation of the Tenderer's surety insurance on the basis of written

notification/consent from the Contracting Entity delivered to the Tenderer;

III. upon expiry of its validity period, provided that the Contracting Entity has not asserted its claims against the insurer under the surety insurance certificate before that period expires.

iii. Where surety insurance is provided to secure the Tenderer's Tender, the Tenderer shall submit with its Tender a surety insurance certificate signed with the insurer's qualified electronic signature in accordance with the eIDAS Regulation. If the insurer does not issue surety insurance certificates in this form, the Tenderer shall submit a scanned copy of the certificate with its Tender and separately deliver the original certificate (a notarised copy is insufficient), by the deadline for submission of Tenders, to the Contracting Entity's contact address specified in Section A.1 of this Descriptive Document, in a sealed envelope bearing the title of the procurement procedure, "Modernisation of the SORR, SIS and CPL Safety Systems, Competitive Dialogue", and the Tenderer's identification details. If the surety insurance is provided by a foreign insurer without a branch in the Slovak Republic, a surety insurance certificate drawn up by that insurer in the official language of the country where it is established must be accompanied by a certified translation into Slovak, unless the certificate is issued in Czech.

11.5. The Contracting Entity shall release or return the tender security to the Tenderer within **seven days** of

11.5.1. expiry of the tender validity period;

11.5.2. expiry of the deadline for lodging an objection without an objection having been lodged, where the Contracting Entity has excluded the Tenderer from the public procurement procedure or cancels the contract award procedure used;

11.5.3. conclusion of the Agreement.

11.6. The Tenderer shall choose the method of providing tender security in accordance with the conditions set out in this section.

## 12. Prices and Compensation

12.1. In view of the complexity and time-consuming nature of participation in the competitive dialogue, the Contracting Entity has decided that each Tenderer that is issued an Approval of the Technical Solution and duly submits its Tender shall be paid a fee in the amount of **EUR 6,900,000.00 excl. VAT** (hereinafter referred to as the "Fee") in accordance with Section 75(4) of the Public Procurement Act, regardless of the final ranking of its Tender.

12.2. Due submission of a Tender means submission of a complete Tender within the specified deadline. A complete Tender contains all required particulars, including Approval of the Technical Solution granted by the Contracting Entity before its submission.

12.3. Tenderers meeting the above conditions for payment shall become entitled to payment of the Compensation on the day following expiry of the deadline for lodging objections pursuant to Section 170(4)(f) of the PPA. From that date, a Tenderer entitled to payment of the Compensation may issue an invoice for that payment, containing all particulars required by the applicable legislation, and shall attach the Approval of the Technical Solution granted by the Contracting Entity. In the event that objections are filed, this circumstance shall have no impact on the Tenderer's right to issue an invoice for the Fee. The Contracting Entity shall pay the invoice within 60 days of receipt of a complete invoice.

12.4. The invoice must contain all particulars required by applicable legislation.

12.5. The Contracting Entity draws Candidates' attention to the fact that, in connection with the legislative

requirements concerning electronic invoicing effective from 1 January 2027, the Successful Tenderer shall be required to issue and send electronic invoices in accordance with applicable legislation and the Contracting Entity's technical requirements.

## 13. Conclusion of the Agreement / Provision of Cooperation

13.1. The contract award phase includes evaluation of the Tenders against the predetermined evaluation criteria. The Successful Tenderer shall be selected transparently and on the basis of the best price-quality ratio. Following identification of the Successful Tenderer, information on the outcome shall be published.

13.2. The Contracting Entity shall not conclude the Agreement with a Tenderer that is required to register in the Register of Public Sector Partners but is not registered therein, or with a Tenderer that is required to register in the Register of Public Sector Partners and whose ultimate beneficial owner entered in that register is a person referred to in Section 11(1)(c) of the PPA, or whose subcontractors or subcontractors under specific legislation, which are required to register in the Register of Public Sector Partners and are not registered therein, have an ultimate beneficial owner entered in that register who is a person referred to in Section 11(1)(c) of the PPA.

13.3. To ensure the rigorous application of international sanctions, the Contracting Entity reserves the right to request, at any time during the procurement procedure, that a Tenderer submit the completed and signed KYC Questionnaire annexed to this Descriptive Document. The Tenderer shall submit a duly and fully completed and signed KYC Questionnaire within two working days of receipt of the request. The Tenderer shall submit the completed and signed KYC Questionnaire through the ERANET system.

13.4. The Contracting Entity has stipulated, as a special condition of performance of the Agreement, that neither the Successful Tenderer nor any of its subcontractors referred to in Section B.13.5.1 below may be a sanctioned person where concluding and/or performing the Agreement with that Tenderer would breach any relevant Applicable Sanctions Programme (as defined below). Furthermore, concluding and/or performing the Agreement with the Successful Tenderer must not otherwise result in a breach of any relevant Applicable Sanctions Programme, including on the grounds that any goods referred to in Section B.13.5.2 below constitute sanctioned goods. For the purposes of this Descriptive Document, a "sanctioned person" means a natural or legal person that:

13.4.1. is designated or listed in any list of sanctioned persons, other sanctions list, sanctions programme or decision issued or maintained by any of the relevant sanctions authorities listed, as at the date of preparation of this Descriptive Document, on the website https://www.seas.sk/medzinarodne-sankcie (the version of that list current on that date forms the "List of Relevant Sanctions Authorities and Sanctioned Countries" annex to this Descriptive Document) (all sanctions lists and programmes issued by such sanctions authorities, in their applicable versions and scope, hereinafter collectively referred to as the "Applicable Sanctions Programmes"), or is the target of, or subject to, any Applicable Sanctions Programme; or

13.4.2. is directly or indirectly owned, controlled or otherwise dominated by a person referred to in Section B.13.4.1 above or Section B.13.4.3 below, or any of whose representatives or persons acting in its name or on its behalf is a person referred to in Section B.13.4.1 above or Section B.13.4.3 below; or

13.4.3. has its registered office, place of business or source of income, or conducts any business activities, in any country or territory included in the list of relevant sanctioned countries or territories published on the website https://www.seas.sk/medzinarodne-sankcie (the version of that list current on the relevant date forms the "List of Relevant Sanctions Authorities and Sanctioned Countries" annex to this Descriptive Document), to an extent or in a manner that brings that natural or legal person within the scope of the relevant Applicable Sanctions Programme concerning that country or territory; and, for the purposes of this Descriptive Document, "sanctioned goods" means any goods subject to any measures under any

Applicable Sanctions Programme.

13.5. The following shall also be relevant to demonstrating the ability to meet the special condition of performance of the Agreement:

13.5.1. any subcontractor of the Successful Tenderer involved in performing the Agreement and known to the Tenderer as at the date of conclusion of the Agreement; and

13.5.2. any goods intended to form part of the performance of the Agreement and known to the Tenderer as at the date of conclusion of the Agreement.

13.6. Failure to provide proper cooperation shall include not only failure to submit or fully complete the KYC Questionnaire (where its submission is required under Section B.13.3 above), but also circumstances where the Contracting Entity establishes, on the basis of information provided in the KYC Questionnaire or by any other means, that:

13.6.1. the Successful Tenderer is a sanctioned person with whom concluding and/or performing the Agreement would breach any Applicable Sanctions Programme and, where the procedure under Section B.13.7.1 below is permissible in the circumstances, the cause or risk of such a breach cannot be eliminated even by following that procedure;

13.6.2. any subcontractor of the Successful Tenderer referred to in Section B.13.5.1 above is a sanctioned person whose involvement would cause the conclusion and/or performance of the Agreement with that Tenderer to breach any Applicable Sanctions Programme, and the cause or risk of such a breach cannot be eliminated even by following the procedure under Section B.13.7.2 below;

13.6.3. any goods referred to in Section B.13.5.2 above are sanctioned goods and the mere conclusion of the Agreement (or acts or circumstances associated with its conclusion) would breach any Applicable Sanctions Programme, and the cause or risk of such a breach cannot be eliminated even by following the procedure under Section B.13.7.3 below; and/or

13.6.4. concluding and/or performing the Agreement with that Successful Tenderer would, for any other reason, result in a breach of any Applicable Sanctions Programme.

13.7. Where:

13.7.1. the Successful Tenderer is a sanctioned person and concluding and/or performing the Agreement with that Tenderer would breach any Applicable Sanctions Programme, but that Applicable Sanctions Programme expressly permits the conclusion and performance of the Agreement with such a Tenderer (a sanctioned person) without breaching that Applicable Sanctions Programme if the relevant sanctions authority grants an exemption or consent, the Contracting Entity shall request that, within a reasonable period specified by the Contracting Entity, the Tenderer provide all cooperation, information and supporting documentation required by the Contracting Entity for the proper submission of an application for the relevant exemption or consent permitting the conclusion and performance of the Agreement with the Tenderer without breaching the relevant Applicable Sanctions Programme;

13.7.2. any subcontractor referred to in Section B.13.5.1 above is a sanctioned person and concluding and/or performing the Agreement with the Tenderer would breach any Applicable Sanctions Programme, the Contracting Entity shall request that, within a reasonable period specified by the Contracting Entity, the Tenderer:

i. replace each such subcontractor with a subcontractor that (i) is not a sanctioned person and (ii) meets all the conditions stipulated in this Descriptive Document, and simultaneously submit to the Contracting Entity a new, duly and fully completed KYC Questionnaire (where its submission is required under Section B.13.3 above), with the declarations therein fully reflecting each such change; or

ii. where

a. the replacement of any such subcontractor as described above is not possible (for example, because no suitable alternative subcontractor is available); and

b. the relevant Applicable Sanctions Programme expressly permits the conclusion and performance of the Agreement involving such a subcontractor (a sanctioned person) without breaching that Applicable Sanctions Programme if the relevant sanctions authority grants an exemption or consent,

provide the Contracting Entity with all cooperation, information and supporting documentation required by the Contracting Entity for the proper submission of an application for the relevant exemption or consent permitting the conclusion and performance of the Agreement with the Tenderer (with the involvement of that subcontractor) without breaching the relevant Applicable Sanctions Programme;

13.7.3. any goods referred to in Section B.13.5.2 above are sanctioned goods and the mere conclusion of the Agreement (or acts or circumstances associated with its conclusion) would breach any Applicable Sanctions Programme, the Contracting Entity shall request that, within a reasonable period specified by the Contracting Entity, the Tenderer:

i. replace all such goods with goods that are not sanctioned goods and whose use will ensure that performance of the Agreement continues to meet all the conditions stipulated in this Descriptive Document, and simultaneously submit to the Contracting Entity a new, duly and fully completed KYC Questionnaire (where its submission is required under Section B.13.3 above), with the declarations therein fully reflecting each such change; or

ii. where

a. the replacement of any sanctioned goods as described above is not possible (for example, because no suitable alternative goods are available); and

b. the relevant Applicable Sanctions Programme expressly permits the conclusion and performance of the Agreement involving those sanctioned goods without breaching that Applicable Sanctions Programme if the relevant sanctions authority grants an exemption or consent,

provide the Contracting Entity with all cooperation, information and supporting documentation required by the Contracting Entity for the proper submission of an application for an exemption permitting the conclusion and performance of the Agreement with that Tenderer (including, among other things, the supply, taking-over and acquisition of such goods and payment for them) without breaching the relevant Applicable Sanctions Programme.

13.8. If, following a request from the Contracting Entity, the Tenderer fails to duly complete any of the steps under Sections B.13.7.1, B.13.7.2 and/or B.13.7.3 above within the specified period (as applicable in the circumstances), or if the Tenderer completes those steps but the necessary exemption or consent is subsequently not obtained despite submission of the relevant application under Section B.13.7.1, B.13.7.2(ii) or B.13.7.3(ii) above (as applicable in the circumstances), for example because the relevant sanctions authority refuses to grant the exemption or consent, the Contracting Entity shall regard this as a failure by that Tenderer to provide proper cooperation.

13.9. The Successful Tenderer shall provide the Contracting Entity with the proper cooperation necessary to conclude the Agreement so that it can be concluded, in accordance with Section 56(5) and (7) of the PPA, within 10 working days of expiry of the period under Section 56(2) to (4) of the PPA, provided that the Successful Tenderer has been invited in writing to conclude it. Before issuing the written invitation to conclude the Agreement, the Contracting Entity may conduct negotiations with the Successful Tenderer or Tenderers solely concerning a reduction in the contract price. The Contracting

Entity may specify a cooperation period longer than ten working days, including on the basis of a justified request from the Successful Tenderer. If the Successful Tenderer refuses to conclude the Agreement or fails to fulfil the obligation under the first sentence, or if the obligation to register in the Register of Public Sector Partners under Section 11(1) of the PPA is not met, the Contracting Entity may conclude the Agreement with the next-ranked Tenderer.

13.10. The Successful Tenderer undertakes to submit the following documents to the Contracting Entity before signing the Agreement, as part of the cooperation required under Section 56(5) of the PPA:

13.10.1. any documents that the Contracting Entity may require from the Tenderer under any of the procedures in Section B.13.7 above (where and to the extent applicable), together with a duly, fully and truthfully completed KYC Questionnaire (where its submission is required under Section B.13.3 above), in which the Tenderer demonstrates through its declarations that neither it nor any of its subcontractors referred to in Section B.13.5.1 (where applicable) is a sanctioned person, that none of the goods referred to in Section B.13.5.2 (where applicable) are sanctioned goods, and that concluding and/or performing the Agreement with that Tenderer would not breach any Applicable Sanctions Programme;

13.10.2. a declaration by the Successful Tenderer undertaking to provide cooperation for a quality management system audit conducted by the Contracting Entity's qualified personnel pursuant to Annex 1 to NRA SR Decree No. 431/2011 Coll. on the Quality Management System. The Contracting Entity has stipulated, as a special condition of performance of the Agreement, that the Successful Tenderer must satisfy the requirements of the quality management system audit conducted by the Contracting Entity's qualified personnel pursuant to Annex 1 to NRA SR Decree No. 431/2011 Coll. on the Quality Management System. Failure by the Successful Tenderer to satisfy the requirements of that audit shall constitute a failure to provide the proper cooperation necessary to conclude the Agreement.

13.11. If, following a request from the Contracting Entity, the Tenderer fails to duly complete the steps specified in the preceding sections within the specified period, the Contracting Entity shall regard this as a failure by that Tenderer to provide proper cooperation under this Descriptive Document.

## 14. Award Criteria

The award criteria (hereinafter also referred to as the "criteria") are established for the purpose of selecting the most economically advantageous Tender on the basis of the best price-quality ratio.

Only Tenders submitted by Tenderers granted Approval of the Technical Solution by the Contracting Entity under Section B.5 of this Descriptive Document, and whose Tenders comply with that approved technical solution, shall be included in the economic evaluation.

The economic evaluation shall be conducted using a model assessing the total economic costs of each Tender over the specified evaluation period.

The evaluation shall take into account, in particular:

- investment costs for implementation of the subject matter of the Contract;
- simulator costs;
- costs of long-term service and technical support (LTSA);
- the economic impact of outage durations at EMO Units 1 and 2.

The price information used in the evaluation shall be taken from the "Price Calculation" annex and automatically transferred to the "Proposal for Meeting the Award Criteria" annex. The Tenderer shall enter the remaining information subject to evaluation, particularly binding outage durations, directly in the "Proposal for Meeting the Award Criteria" annex.

The calculation method, reference values, limits, and other parameters of the evaluation model are specified in the "Proposal for Meeting the Award Criteria" annex.

The Successful Tenderer shall be the Tenderer whose Tender constitutes the most economically advantageous tender (MEAT), i.e., achieves **the lowest final value** in the Evaluation Score.

Where Tenders have the same total economic cost, the successful Tender shall be the Tender with the lower value for the "Base Contract Price" item".

# D. Final Provisions

## 1. Special Measures

1.1. As part of the introduction of the special measures (see Section B.3 of this Descriptive Document), each Tenderer and the Contracting Entity shall declare, confirm, or undertake, as applicable, that:

1.1.1. except as provided in the following sentence, none of their acts of creating, submitting, or disclosing information or documents during the Competitive Dialogue shall transfer ownership of such information or documents, or of the know-how, processes, methods, or other procedures used to create them, to another party to the dialogue or any third party. The sole exception shall be the submission of a Tender, whereby the Tenderer shall transfer to the Contracting Entity ownership of the information generated from the Contracting Entity's original input data when verifying the Contracting Entity's input data and supporting materials during the technical stage and recorded in the Verification Results; however, this transfer of ownership shall not extend to the Tenderer's know-how, processes, methods or other procedures used to obtain the Verification Results;

1.1.2. except for the granting of licences under Section D.1.1.3 below, none of their acts of creating, submitting or disclosing information or documents during the Competitive Dialogue shall transfer or assign to another party to the dialogue or any third party any intellectual property rights relating to such information or documents, or to the know-how, processes, methods or other procedures used to create them, or grant any right, consent or other form of licence for their use by a party to the dialogue or any other person;

1.1.3. each shall grant the other party to the dialogue (i.e. each Tenderer to the Contracting Entity and vice versa) a royalty-free, non-exclusive right or consent (licence), unlimited in duration and territory, to use any information or documents it provides or discloses to the other party at any stage of the dialogue, for the purposes and to the extent sufficient for the Tenderer's proper participation in the dialogue, the Contracting Entity's conduct of activities within the dialogue (including the Consultations and any associated use of the relevant information or documents by the NRA SR), and achievement of the objectives of the dialogue, including submission and evaluation of Tenders, conclusion of the Agreement with the Successful Tenderer and any official oversight or examination of the conduct and/or outcomes of this Competitive Dialogue;

1.1.4. each shall ensure that the creation, submission, disclosure or subsequent use of information or documents it submits during the dialogue does not infringe or otherwise unlawfully interfere with any third party's intellectual property rights;

1.1.5. each shall undertake to use any confidential information obtained from or disclosed to it by the other party during the dialogue solely for purposes relating to the conduct, evaluation and objectives of the dialogue as specified in this Descriptive Document and the PPA, and to protect it against publication, misuse, damage, unauthorised reproduction, destruction, loss, theft, dissemination or other unauthorised use without the consent of the party that provided it. The information protection obligations of the parties to the dialogue shall also take account of the specific statutory provisions of Slovak Act No. 541/2004 Coll. on the Peaceful Use of Nuclear Energy (the Atomic Act) and on Amendments to Certain Acts, as amended, and the applicable personal data protection legislation. The scope of confidential information and the obligations to protect it shall be subject to standard exceptions and other exceptions relevant to this Competitive Dialogue, including disclosure by the Contracting Entity to the NRA SR for the purposes of the Consultations and to the competent authorities in the event of oversight or examination of the conduct and/or outcomes of this Competitive Dialogue, mandatory publication of information following conclusion of the dialogue, and distribution of relevant information and anonymised outcomes of the Consultations to both Tenderers during the dialogue in accordance with statutory obligations under the PPA;

1.1.6. in addition to the information protection obligations under Section D.1.1.5 above, Tenderers shall undertake to comply with the Contracting Entity's instructions concerning compliance with its security standards and directives reflecting the provisions of Slovak Act No. 69/2018 Coll. on Cybersecurity and on Amendments to Certain Acts, as amended;

1.1.7. when providing or submitting information or documents constituting dual-use items, each shall undertake to ensure its own compliance with the dual-use legislation applicable to it, adequately inform the other party to the dialogue of the dual-use nature of the information or documents provided or submitted to that party, and comply with the necessary obligations and implement measures for the proper handling of dual-use items received from the other party to the dialogue (e.g. a prohibition on re-export);

1.1.8. each shall confirm that it complies with the applicable international sanctions (with the scope of relevant sanctions programmes taking account of the jurisdictions applicable to the individual parties to the dialogue and the international context of their business activities) and undertake to comply with the applicable international sanctions and maintain that compliant status throughout the dialogue. The declarations and undertakings under this special measure shall not replace the sanctions compliance procedures under the relevant provisions of Section B.13, which shall continue to apply in full in the circumstances specified therein, irrespective of the introduction of the special measure under this Section D.1.1.8 at the outset of the dialogue;

1.1.9. each shall undertake to comply throughout the dialogue with legislation concerning anti-corruption, the prohibition of certain forms of boycott, unfair competition, and the protection of competition, as determined with regard to the jurisdictions applicable to the individual parties to the dialogue and the international context of their business activities;

1.1.10. the Contracting Entity reserves the right to further amend and/or extend the scope of the declarations, confirmations or undertakings under the special measures set out above.

## 2. Code of Ethics and Zero Tolerance for Corruption Plan

The Contracting Entity's business activities and internal relations are managed in accordance with the principles set out in the Code of Ethics and the Zero Tolerance for Corruption Plan (hereinafter referred to as the "Principles"), which are published on the website: https://www.seas.sk.

## 3. Conflict of Interest

3.1. The Contracting Entity shall ensure that no conflict of interest arises in this public procurement procedure that could distort or restrict competition or breach the principles of transparency and equal treatment.

3.2. A conflict of interest includes, in particular, situations where a person capable of influencing the outcome or conduct of the public procurement procedure (including a person not formally involved in the procedure) has a direct or indirect financial, economic or other personal interest that may be perceived as compromising their impartiality and independence in connection with the public procurement procedure.

3.3. The Contracting Entity shall take appropriate measures and corrective action if it identifies a conflict of interest. The measures referred to in the first sentence shall include, in particular, excluding the person concerned from the preparation or conduct of the public procurement procedure or adjusting their duties and responsibilities to prevent the conflict of interest from continuing. Where a conflict of interest cannot be remedied by other effective measures, the Contracting Entity shall exclude the Tenderer from this public procurement procedure in accordance with Section 40(6)(f) of the PPA.

3.4. As part of the measures under the preceding section, the Contracting Entity requires each Candidate, Tenderer, or member of a group of economic operators to act at all stages of the public procurement

procedure in a manner that prevents conflicts of interest from arising.

3.5. The Tenderer shall inform the Contracting Entity without delay upon becoming aware of a conflict of interest or the possibility of one arising.

## 4. Source of Funding

The Contracting Entity shall finance this project from its own resources.