



## **TENDER SPECIFICATIONS**

**Contracting Authority: State Treasury – Office of Electronic Communications**

**Case reference: BA.WZP.26.41.2024**

**The subject of the contract is to provide an electronic auction system (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications for frequency reservations, including training on the use of the EAS, consultancy, and dedicated technical assistance.**

I approve the Tender Specifications (Head of Contracting Authority): Paweł Krzywiński

Document prepared by the Tender Committee consisting of:

Chairperson – Wioletta Pilipiec

Committee Member – Piotr Błaszczuk

Secretary – Sylwia Walewska-Cyran

## CHAPTER 1 – NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

State Treasury – Office of Electronic Communications (UKE), ul. Giełdowa 7/9, 01-211 Warsaw.

Person authorised to contact Contractors: Sylwia Walewska-Cyran, tel.: 22 534 92 28.

Website of the Contracting Authority: <https://bip.uke.gov.pl>

Website of the ongoing procedure: <https://ezamowienia.gov.pl/pl/> or

<https://ezamowienia.gov.pl/mp-client/search/list/ocds-148610-611699f9-3d88-43fc-b56c-04c1e6d0b87e>

## CHAPTER 2 – WEBSITE ADDRESS WHERE AMENDMENTS AND CLARIFICATIONS TO THE TENDER SPECIFICATIONS AND OTHER DOCUMENTS DIRECTLY RELATED TO THE PROCUREMENT PROCEDURE WILL BE PUBLISHED

1. Amendments and clarifications to the Tender Specifications, as well as other documents related to the procedure, will be published on the website of the ongoing procedure (indicated in Chapter 1).  
Procedure Identifier (ID) on the e-Procurement Platform: ocds-148610-611699f9-3d88-43fc-b56c-04c1e6d0b87e.
2. The procedure can also be found from the main page of the e-Procurement Platform (button 'Przełdaj postępowania/konkursy' [Browse procedures/calls for proposals]).

## CHAPTER 3 – PROCUREMENT PROCEDURE MODE

1. This contract will be awarded by **basic procedure**, pursuant to Article 275(1) of the Act of 11 September 2019 – Public Procurement Law (consolidated text, Dz. U. [*Journal of Laws*] of 2024, item 1320), hereinafter referred to as the 'PPL Act'.
2. In matters not regulated by these Tender Specifications, the provisions of the PPL Act shall apply.
3. The value of the contract does not exceed the EU thresholds referred to in the PPL Act.
4. The Contracting Authority informs that, pursuant to Article 18 of the PPL Act, the procurement procedure is public.

## CHAPTER 4 – DESCRIPTION OF THE SUBJECT OF CONTRACT

1. The subject of the contract is to provide an electronic auction system (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance.
2. This includes the following services:
  - 1) Customisation and provision of the EAS via the Internet for the purposes of conducting the Auction, meeting the functional and non-functional requirements specified in Appendix 1 to the Tender Specifications – Contracting Authority's Requirements for EAS;
  - 2) Consultancy on the configuration of the EAS and auction mechanisms;
  - 3) Preparation and delivery of user documentation for the EAS to the Contracting Authority;
  - 4) Conducting training on the use of the EAS for a group of up to 20 people – employees of UKE;
  - 5) Assistance during the trial auction conducted using the EAS;
  - 6) Provision of dedicated technical support to the Contracting Authority during the Auction, for a

maximum period of 12 months.

3. The Contractor is obliged to provide the following services to the Contracting Authority:
  - 1) Customisation of the EAS to the requirements arising from generally applicable Polish law and auction documentation following consultations preceding the announcement of the Auction and clarifications to the auction documentation, if necessary;
  - 2) Updating the minimum hardware requirements for auction participants' devices and minimum connectivity requirements, if necessary.
4. A detailed description of the subject of the contract is included in Appendix 1 to the Tender Specifications – Description of the Subject of the Contract (DSC) and in the draft contract constituting Appendix 5 to the Tender Specifications.

5. **CODES ACCORDING TO THE COMMON PROCUREMENT VOCABULARY (CPV):**

Code according to the CPV	Name according to the CPV
79957000-7	Auction organisation services
48470000-3	Auction software packages
72212470-4	Auction software development services
72611000-6	Technical computer support services

6. The place of performance of the subject of the contract is the headquarters of the Contracting Authority – Warsaw, ul. Gieldowa 7/9 or remotely – depending on the needs of the Contracting Authority.
7. The Contracting Authority does not allow for multiple sourcing.
8. The contract cannot be divided into parts due to the nature of its subject. The provision of the electronic auction system, conducting training on the use of the EAS, as well as consultancy and dedicated technical assistance, should be carried out by one entity – the system provider. Due to the uniqueness of the software and technical conditions, it is not possible to conduct training on the use of the EAS, provide consultancy, and dedicated technical assistance by another entity. The lack of division of the contract into parts will not hinder the participation of small and medium-sized enterprises in the procedure.
9. The Contracting Authority will select the most advantageous tender without conducting negotiations.
10. The Contracting Authority does not plan to convene a meeting of Contractors.

11. **CLARIFICATIONS TO THE CONTENT OF THE TENDER SPECIFICATIONS**

11.1 The Contractor may request the Contracting Authority to clarify the content of the Tender Specifications. If the request for clarification of the content of the Tender Specifications is received by the Contracting Authority **no later than 4 days** before the closing date for submission of tenders, the Contracting Authority will provide explanations promptly, but **no later than 2 days** before the closing date for submission of tenders.

11.2 The Contracting Authority recommends that, in the event of requesting clarification of the content of the Tender Specifications, questions be sent electronically in a form that allows the content of the document to be edited.

11.3 If the Contracting Authority does not provide explanations within the time limit referred to in point 11.1, it shall extend the deadline for submission of tenders by the time necessary for all interested Contractors to acquaint themselves with the explanations necessary for the proper preparation and submission of tenders.

11.4 The extension of the deadline for submission of tenders does not affect the deadline for submitting a request for clarification of the content of the Tender Specifications, as referred to in point 11.1.

11.5 If the request for clarification of the content of the Tender Specifications is not received within the time limit referred to in point 11.1, the Contracting Authority is not obliged to provide clarifications to the Tender Specifications or to extend the deadline for submission of tenders.

11.6 The Contracting Authority publishes the content of the queries along with the explanations on the website of the ongoing procedure.

11.7 In justified cases, the Contracting Authority may amend the content of the Tender Specifications before the closing date for submission of tenders. The amendment to the content of the Tender Specifications shall be made available on the indicated website.

### **ADDITIONAL INFORMATION**

1. The procedure is conducted in Polish. To facilitate the preparation and submission of tenders by foreign entities, the Contracting Authority provides Contractors with the Tender Specifications translated into English. At the same time, the Contracting Authority informs that in the event of discrepancies between the Tender Specifications drawn up in Polish and the Tender Specifications drawn up in English, the version in Polish is binding.
2. The Contracting Authority does not anticipate concluding a Framework Contract.
3. The Contracting Authority does not allow for variant tenders.
4. The Contracting Authority does not foresee the possibility of awarding contracts referred to in Article 214(1)(7) and (8) of the PPL Act.
5. The Contracting Authority does not foresee the requirement for a site visit or the inspection by Contractors of documents necessary for the performance of the contract available at the Contracting Authority's premises, as referred to in Article 131(2) of the PPL Act.
6. Settlements between the Contracting Authority and the Contractor will be conducted in PLN. The Contracting Authority does not allow for settlements in foreign currencies.
7. The Contracting Authority does not provide for reimbursement for costs associated with participation in the procedure.
8. The Contracting Authority does not foresee conducting an electronic auction after evaluating tenders to select the most advantageous tender.
9. The Contracting Authority does not require the Contractor to perform key tasks personally, and the Contractor may subcontract parts of the contract to subcontractors.
10. The Contracting Authority requires that, if the Contractor intends to subcontract parts of the contract, the Contractor specifies in the tender the parts of the contract to be subcontracted and provides (if known at this stage) the names (business names) of these subcontractors.
11. The Contracting Authority does not require nor allow the submission of tenders in the form of electronic catalogues or the attachment of electronic catalogues to the tender, as specified in Article 93 of the PPL Act.
12. The Contracting Authority allows for the possibility of amending the Contract under the conditions specified in the draft Contract.
13. The Contracting Authority does not impose any requirements or conditions related to contract performance as referenced in Articles 94 and 96 of the PPL Act, respectively.

## **CHAPTER 5 – SUBJECT-SPECIFIC MEANS OF EVIDENCE**

Subject-specific means of evidence are not required.

## **CHAPTER 6 – CONTRACT PERFORMANCE PERIOD**

The required contract performance period is 12 months from the date of signing the Contract.

## **CHAPTER 7 – GROUNDS FOR EXCLUSION FROM THE PROCUREMENT PROCEDURE**

Contractors who are not subject to exclusion from the procedure pursuant to:

- Article 108(1) and Article 109(1)(1), (4), (5), and (7) of the PPL Act, and
- Article 7(1) of the Act of 13 April 2022 on special measures to counteract the support of aggression against Ukraine and to protect national security, may apply for the contract.

## **CHAPTER 8 – CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

1. Contractors who meet the following conditions for participation in the procedure may apply for the contract:

### **1.1 Conditions related to the capacity to operate in the economic sector**

The Contracting Authority does not specify any detailed conditions in this regard.

### **1.2 Conditions related to the authorisation to pursue a specific business or professional activity, if required by separate regulations**

The Contracting Authority does not specify any detailed conditions in this regard.

### **1.3 Conditions related to economic or financial standing**

The Contracting Authority does not specify any detailed conditions in this regard.

### **1.4 Conditions related to technical or professional capacity**

#### **[EXPERIENCE]**

a) To meet the above condition, the Contractor is required to demonstrate that:

within the last 3 (three) years before the closing date for submission of tenders, or if the period of business activity is shorter, within this period, the Contractor has duly performed at least 1 (one) service among the services (contracts) provided. In the case of periodic or continuous services, the Contractor must demonstrate that it has duly performed at least 1 (one) service, the main purpose of which, at the request of another entity, was to provide an electronic auction system and technical support in conducting an auction, or to conduct an auction completed before the closing date for submission of tenders in this public procurement procedure. This includes at least one service, the main purpose of which was to provide an electronic auction system and technical support or conduct an auction for radio frequencies in the SMRA (Simultaneous Multiple Round Ascending) format.

2. The Contractor may, to confirm compliance with the conditions for participation in the procedure, where appropriate and in relation to a specific contract or part thereof, rely on the technical or professional capacities of entities providing resources, regardless of the legal nature of the relationships connecting them.

3. With respect to conditions concerning individuals or experience, Contractors may rely on the capacities of entities providing resources if those entities will perform the services for which such capacities are required.
4. A Contractor that relies on the capacities or standing of entities providing resources **must submit, along with the tender**, a commitment from the entity providing resources to make the necessary resources available for the performance of the contract or another entity-specific means of evidence confirming that the Contractor, in executing the contract, will have access to the necessary resources of these entities (template according to Appendix 7 to the Tender Specifications).
5. The Contracting Authority will assess whether the resources provided to the Contractor allow the Contractor to demonstrate compliance with the conditions for participation in the procedure and will also verify whether there are grounds for exclusion of the entity providing resources, as provided for the Contractor.
6. Contractors jointly applying for the contract, with respect to conditions concerning individuals or experience, may rely on the capacities of those Contractors who will perform the services for which these capacities are required.
7. For converting into PLN the values indicated in documents submitted to confirm compliance with the conditions for participation, expressed in currencies other than PLN, the Contracting Authority will use the average exchange rate published by the National Bank of Poland on the date the procedure was initiated. If foreign exchange rates were not published by the National Bank of Poland on the initiation date, the Contracting Authority will use the average rate from the next closest day following the initiation date on which the National Bank of Poland published foreign exchange rates.

## CHAPTER 9 – CONTRACTOR'S STATEMENT ON NON-EXCLUSION AND FULFILMENT OF PARTICIPATION CONDITIONS

### 1. THE CONTRACTOR

**The Contractor shall attach to the tender** a statement of non-exclusion from the procedure and fulfilment of the participation conditions (template according to Appendix 3 to the Tender Specifications).

The Contractor attaches several statements depending on the occurrence of the situations described below in point 2 or in point 3.

### 2. CONTRACTORS JOINTLY APPLYING FOR THE CONTRACT

In the case of a joint application for the contract by Contractors, each Contractor jointly applying for the contract shall submit, **along with the tender**, the statement referred to above in point 1 (each entity completes and signs a separate form).

**Each entity submits a separate statement, signed with a qualified electronic signature, a trusted signature, or a personal signature.**

### 3. ENTITIES PROVIDING RESOURCES TO THE CONTRACTOR

A Contractor, in the case of relying on the capacities of entities providing resources, shall also submit, **along with the tender**, a statement from the entity providing resources, confirming that there are no grounds for exclusion of that entity and that it meets the participation conditions to the extent to which the Contractor relies on its resources.

**The entity (entities) providing resources shall submit a separate statement, signed with a qualified electronic signature, a trusted signature, or a personal signature.**

## CHAPTER 10 – INFORMATION ON REQUIRED ENTITY-SPECIFIC MEANS OF EVIDENCE

1. All Contractors who rely on the capacities of entities providing resources to confirm compliance with the conditions for participation and Contractors jointly applying for the contract shall submit, **along with the tender**, entity-specific means of evidence listed in Chapter 11(1).
2. The Contracting Authority will **request** the Contractor whose tender has been awarded the highest mark to submit, within a period of no less than 5 days, the entity-specific means of evidence referred to in Chapter 11(2).

## CHAPTER 11 – ENTITY-SPECIFIC MEANS OF EVIDENCE

### 1. ENTITY-SPECIFIC MEANS OF EVIDENCE TO BE SUBMITTED **WITH THE TENDER**

- *(if applicable)* the commitment to provide resources as mentioned in Chapter 8(4) (template according to Appendix 7 to the Tender Specifications),
- *(if applicable)* the statement of Contractors jointly applying for the contract as mentioned in Chapter 18(3.4) (template according to Appendix 6 to the Tender Specifications).

### 2. ENTITY-SPECIFIC MEANS OF EVIDENCE TO BE SUBMITTED **AT THE REQUEST OF THE CONTRACTING AUTHORITY**

#### 2.1. THE CONTRACTOR

##### **CONFIRMING LACK OF GROUNDS FOR EXCLUSION FROM THE PROCEDURE:**

- a) An extract or information from the National Court Register, the Central Register and Information on Economic Activity, or another appropriate register, to confirm lack of grounds for exclusion based on Article 109(1)(4) of the PPL Act, prepared **no earlier than three months before its submission**.
- b) A statement from the Contractor, pursuant to Article 108(1)(5) of the PPL Act, confirming non-affiliation with the same capital group, as defined in the Act of 16 February 2007 on competition and consumer protection, as any other Contractor who has submitted a separate tender, or a statement of affiliation with the same capital group along with documents or information confirming the preparation of the tender independently of any other Contractor belonging to the same capital group – Appendix 4 to the Tender Specifications.

##### **CONFIRMING FULFILMENT OF CONDITIONS FOR PARTICIPATION IN THE PROCEDURE:**

- c) **A list of services performed**, and in the case of recurring or continuous services, also services currently being performed, within the last three years, or if the period of business activity is shorter, within that period, specifying their value, subject, completion dates, and entities for whom the services were or are being provided (template according to **Appendix 8 to the Tender Specifications**);
- d) Evidence confirming whether the contracts (from point (c) above) were or are being performed properly.

The evidence mentioned above includes references or other documents issued by the entity for whom the contract was performed, and in the case of recurring or continuous services, is being performed.

If the Contractor, due to reasons beyond its control (which it must demonstrate), is unable to obtain such documents, the Contractor's statement may serve as evidence.

For recurring or continuous services still being performed, the evidence should be issued within the last three months **and confirm the proper performance of the contract from its commencement until the date the evidence is issued.**

**2.2. The Contracting Authority will not request** submission of the document referred to in point 2.1(a) if it can be obtained through free and publicly available databases, particularly public registers as defined in the Act of 17 February 2005 on the computerisation of activities of entities performing public tasks.

### **2.3. CONTRACTORS JOINTLY APPLYING FOR THE CONTRACT**

Each Contractor jointly applying for the contract shall submit, in its own name, the document mentioned in point 2.1(a) above.

### **2.4. FOREIGN ENTITIES**

If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, it shall submit, instead of the document referred to in point 2.1, an equivalent document in accordance with the provisions of §4 of the Regulation of the Minister of Development, Labour and Technology of 23 December 2020 on entity-specific means of evidence and other documents or statements that may be required by the contracting authority from the contractor.

**2.5.** If the Contractor fails to submit the required entity-specific means of evidence or other documents necessary to conduct the procedure, if the statements or documents are incomplete, contain errors, or raise concerns specified by the Contracting Authority, the Contracting Authority shall request their submission, supplementation, or correction, or for explanations to be provided within a specified timeframe, unless, despite submission, supplementation, correction, or clarification, the Contractor's tender would be subject to rejection or the procedure would need to be annulled.

### **2.6. ENTITIES PROVIDING RESOURCES TO THE CONTRACTOR**

The Contracting Authority shall request the Contractor, who relies on the resources of other entities, to submit for those entities the document referred to in point 2.1(a) above (the provision in point 2.2 applies).

## **CHAPTER 12 – REQUIREMENTS REGARDING THE TENDER GUARANTEE**

The Contracting Authority does not require a tender guarantee.

## **CHAPTER 13 – INFORMATION ON THE MEANS OF ELECTRONIC COMMUNICATION TO BE USED BY THE CONTRACTING AUTHORITY TO COMMUNICATE WITH CONTRACTORS AND INFORMATION ON THE TECHNICAL AND ORGANISATIONAL REQUIREMENTS FOR PREPARING, SENDING AND RECEIVING ELECTRONIC CORRESPONDENCE**

1. In the procurement procedure, communication between the Contracting Authority and Contractors **takes place** electronically via:

- a) the e-Procurement Portal: <https://ezamowienia.gov.pl/pl/> or
- b) email: [zamowienia.publiczne@uke.gov.pl](mailto:zamowienia.publiczne@uke.gov.pl)

**All documents related to the ongoing procedure will be posted on the Contracting Authority's website, namely <https://bip.uke.gov.pl/zamowienia-publiczne/>, and on the e-Procurement portal: <https://ezamowienia.gov.pl/pl/>.**

2. A Contractor intending to participate in the procedure must have a 'Contractor' account on the e-Procurement Platform. Detailed information on setting up accounts and the terms and conditions of using the e-Procurement Platform are specified in the Platform's Regulations, available on the website: <https://ezamowienia.gov.pl/pl/regulamin/> and in the 'Help Centre' section.
3. Using the e-Procurement Platform is free of charge.
4. Viewing and downloading publicly accessible content of the procedure documentation does not require an account on the e-Procurement Platform or logging in.
5. Communication in the procedure, except for the submission of tenders, takes place electronically via communication forms available in the 'Forms' tab ('Communication Forms') or via email. Through the 'Communication Forms' or email, requests, notifications, questions, and responses are particularly transmitted. The Communication Forms also allow attachments to be added to the message (using the 'add attachment' button).
6. **Technical Note on Communication in the Procedure.** The Contractor, when sending correspondence to the Contracting Authority and expecting a reply, must be logged into the Contractor account (not a simplified account).
7. The ability to fully utilise the 'Communication Forms' in the procedure requires a 'Contractor' account on the e-Procurement Platform and logging in to the e-Procurement Platform. To use the 'Communication Forms' for asking questions related to the content of the procurement documents, a simplified account on the e-Procurement Platform is sufficient.
8. All messages sent and received by the Contractor during the procedure are visible upon login under the 'Communication' tab in the procedure overview.
9. The maximum file size for documents sent via the 'Communication Forms' is 150 MB (this limit applies to files sent as attachments to a single form).
10. The minimum technical requirements for the equipment used to access the e-Procurement Platform services and the connection specifications are outlined in the e-Procurement Platform Regulations referred to in point 2.
11. In case of technical issues or malfunctions with the e-Procurement Platform, users may seek technical support by calling (22) 458-77-99 or via an online form available on the website <https://ezamowienia.gov.pl> under the 'Report a Problem' tab. **The Contracting Authority is unable to resolve technical issues occurring on the e-Procurement Platform.**
12. In particularly justified cases that prevent communication between the Contractor and the Contracting Authority via the e-Procurement Platform, the Contracting Authority allows communication via email at: [zamowienia.publiczne@uke.gov.pl](mailto:zamowienia.publiczne@uke.gov.pl) (this does not apply to tender submission in the procedure). The maximum email size (including attachments) must not exceed 20 MB.  

In such cases, the date of receipt at the Contracting Authority's email address is considered the date of submission of electronic documents, statements, or electronic copies of documents or statements and other information (the determining factor is the date the message is received by the Contracting Authority's mail system).
13. In all correspondence related to this procedure, the Contracting Authority and Contractors must use the procedure number and name indicated on the title page of the Tender Specifications.
14. All notifications, statements, documents, applications, and information require immediate acknowledgment of receipt upon request by either party.

## CHAPTER 14 – INFORMATION ON MEANS OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND CONTRACTORS OTHER THAN BY ELECTRONIC COMMUNICATION

The Contracting Authority does not foresee any means of communication with Contractors other than the electronic communication methods specified in Chapter 13.

## CHAPTER 15 – INDIVIDUALS AUTHORISED TO COMMUNICATE WITH CONTRACTORS

The person authorised by the Contracting Authority to communicate with Contractors is **Sylwia Walewska-Cyran** – email: [zamowienia.publiczne@uke.gov.pl](mailto:zamowienia.publiczne@uke.gov.pl)

The Contracting Authority also informs that the provisions of the PPL Act concerning the principle of equal treatment of Contractors prohibit any other form of contact – either with the Contracting Authority or with the individual authorised to communicate with Contractors – than that indicated in Chapter 13.

## CHAPTER 16 – TENDER BINDING PERIOD

1. The Contractor shall be bound by their tender until **24.12.2024 (30 days)** from the closing date for submission of tenders, inclusive).
2. If the selection of the most advantageous tender does not occur before the expiration of the binding period referred to in point 1, the Contracting Authority, before the end of the binding period, shall request Contractors once to consent to an extension of this period by the period specified by the Contracting Authority, not exceeding 30 days.
3. The extension of the binding period referred to in point 1 requires a written statement from the Contractor agreeing to the extension of the binding period.

## CHAPTER 17 – DESCRIPTION OF THE TENDER PREPARATION METHOD

1. **The Contractor may submit only one tender.**
2. The content of the submitted tender must comply with the content of the Tender Specifications.
3. The tender must be prepared in Polish.
4. **The tender must be prepared using the Tender Form (Appendix 2 to the Tender Specifications)**, available in the procedure overview under the 'Basic Information' tab.  
Appendix 2 to the Tender Specifications or the Contractor's own form, once submitted, constitutes part of the tender and, as such, is not subject to supplementation under Article 128(1) of the PPL Act.
5. The Contractor submits the tender via the e-Procurement Platform. Instructions on submitting tenders are available at <https://ezamowienia.gov.pl> in the 'Help Centre' tab – 'Tenders, Applications, Competition Entries' tile.
6. Since the Contracting Authority does not use the interactive form provided by the platform in this procedure, the instructions regarding the downloading and completion of the template form do not apply to Contractors.
7. The functionality for submitting tenders is available only to users who are Contractors with the role of '*Tender/Application/Competition Entry Submission*' on the e-Procurement Platform.
8. The Contractor may classify parts of the tender as a **trade secret** under the Act of 16 April 1993 on combating unfair competition, provided that, when submitting such information, the Contractor

has stated that it cannot be disclosed and has demonstrated that the classified information constitutes a trade secret.

The Contractor may not classify information about the name or names and surnames, registered offices or places of business, or places of residence, as well as information about prices or costs contained in the tender (such classification will be deemed ineffective and result in the disclosure of this information).

9. If documents containing **trade secrets** are submitted with the tender, the Contractor, to maintain confidentiality, **should submit them in a separate file named 'trade secret'**.

Failure to clearly indicate which information constitutes a trade secret will imply that all information, statements, and certifications submitted during this procedure are public without reservations.

It is recommended that the justification for classifying information as a trade secret is formulated in a way that allows for its disclosure. Classification of information as a trade secret by the Contractor without justification will be deemed ineffective by the Contracting Authority due to the Contractor's failure to take necessary actions to maintain the confidentiality of information covered by the clause, as stipulated in Article 18(3) of the PPL Act.

10. The Tender Form (Appendix 2 to the Tender Specifications) must be signed with a qualified electronic signature, trusted signature, or personal signature. The recommended signature type is an internal signature in the PAdES format. It is also possible to sign the tender form using an external signature. In such a case, the separate signature file generated for this form must be attached to the tender.

Other documents constituting the tender or submitted with the tender must be signed with a qualified electronic signature, trusted signature, or personal signature. These documents may, at the discretion of the Contractor, the Contractors jointly applying for the contract, or the entity providing resources, be signed using either an external or internal signature type.

Depending on the type of signature (external or internal), the Contractor submits the previously signed documents along with the generated signature file (external type) or the document with the embedded signature (internal type).

11. In the case of submitting an electronic document in a compressed data format (.zip, .7zip), attaching a qualified electronic signature, trusted signature, or personal signature to the file containing compressed documents is equivalent to signing all the documents contained within the file with the respective qualified electronic signature, trusted signature, or personal signature.
12. The system verifies that the submitted files are signed and automatically encrypts them, notifying the Contractor of this. The confirmation of submission and receipt of the tender is available in the Electronic Submission Confirmation (ESC) and Electronic Receipt Confirmation (EPO), which are accessible to the logged-in Contractor under the 'Tenders/Applications' tab.
13. The tender may only be submitted until the tender submission deadline.
14. The Contractor shall bear all costs associated with participation in the procedure, including the preparation and submission of the tender. The Contracting Authority does not provide for reimbursement for costs associated with participation in the procedure.

#### 15. AMENDMENT AND WITHDRAWAL OF TENDER

The Contractor may amend or withdraw the tender before the tender submission deadline. An amendment to the tender is made by withdrawing the current submission and submitting a new one (due to file encryption, it is not possible to edit a submitted tender). Detailed instructions on withdrawing a tender can be found at: <https://ezamowienia.gov.pl/pl/komponent-edukacyjny/>.

After the tender submission deadline, the Contractor cannot effectively amend or withdraw the submitted tender.

The function to withdraw a submitted tender is available only to users with the role of 'Tender/Application/Competition Entry Withdrawal'.

16. The maximum total file size for files constituting the tender or submitted with the tender is 250 MB.
17. The Contracting Authority is not liable for:
  - 17.1. incorrect or untimely submission of the tender, in particular, the Contracting Authority is not responsible for the Contractor disclosing the content of their tender before the submission and opening deadline by submitting it as an unencrypted file in the incorrect tab (e.g., as the content of a query or appeal),
  - 17.2. issues arising from the Contractor's failure to properly secure information classified as a trade secret.
18. A tender that does not comply with the contract terms, subject to Article 223(2)(3) of the PPL Act, shall be rejected in accordance with Article 226(1)(5) of the PPL Act. Any ambiguities or concerns regarding the content of the Tender Specifications should therefore be clarified with the Contracting Authority prior to the tender submission deadline, as provided in Chapter 4(8) of the Tender Specifications.

## CHAPTER 18 – DOCUMENTS REQUIRED WITH THE TENDER

1. **The following statements and documents must be submitted with the tender:**
  - 1.1 the statement referred to in Chapter 9(1), concerning the Contractor or – *(if applicable)* – Contractors jointly applying for the contract or the entity providing resources,
  - 1.2 *(if applicable)* a commitment from another entity to make the necessary resources available to the Contractor for contract performance, as mentioned in Chapter 8(4),
  - 1.3 *(if applicable)* a power of attorney (see point 2 below),
  - 1.4 *(if applicable)* a document containing an explanation and justification for classifying information as a trade secret,
  - 1.5 *(if applicable)* the appointment of a representative for Contractors jointly applying for the contract,
  - 1.6 *(if applicable)* the statement by Contractors jointly applying for the contract, as referred to in point 3.4 below.
2. POWER OF ATTORNEY

If the tender (by the Contractor or Contractors jointly applying for the contract) or commitment (by the entity providing resources) is signed by a person not listed in the extract or information from the National Court Register, the Central Register and Information on Economic Activity, or other appropriate register, a relevant power of attorney must be attached **to the tender**, in accordance with the requirements specified in Chapter 19(3).
3. For Contractors jointly applying for the contract (e.g., a consortium), the following provisions apply:
  - 3.1 a representative must be appointed to represent them in the public procurement procedure or to represent them in the procedure and enter into the public procurement contract;
  - 3.2 a document appointing the representative, as referred to in point 3.1, must be attached to the tender, in accordance with the requirements specified in Chapter 19(3). It is assumed that a power of attorney to sign the tender also includes the authority to certify the conformity of all electronic document copies with the original;

- 3.3 electronic copies of documents pertaining to each Contractor must be certified as true copies of the original by a qualified electronic signature, trusted signature, or personal signature by their appointed representative or, as appropriate, by the respective Contractors;
  - 3.4 in the case referred to in Chapter 8(6), Contractors jointly applying for the contract shall attach to the tender a statement specifying which services each Contractor will perform (template according to Appendix 6 to the Tender Specifications).
4. Documents prepared in a foreign language must be submitted with a translation into Polish.

## CHAPTER 19 – DOCUMENT FORM

1. **The tender must be prepared in electronic form, otherwise it will be deemed null and void, and signed with a qualified electronic signature, or in electronic form and signed with a trusted signature or personal signature by the person(s) authorised to represent the Contractor and undertake obligations of at least the tender's value.**
2. The **statement** of the Contractor, Contractors jointly applying for the contract, and other entities on whose capacities or situation the Contractor relies, as referred to in Chapter 9(1) of the Tender Specifications, must be prepared in electronic form, otherwise it will be deemed null and void, and signed with a qualified electronic signature or in electronic form and signed with a trusted signature or personal signature.
3. The **commitment** of the entity providing resources, the **statement** of Contractors jointly applying for the contract referred to in Chapter 18(3.4), **powers of attorney**, entity-specific means of evidence, subject-specific means of evidence (if required), as well as other documents submitted during the procedure and not specified in Chapter 19 (e.g., those required before the Contract), shall be submitted in compliance with the following requirements:
  - 3.1 For statements/documents prepared as **electronic documents**, they must be signed with a **qualified electronic signature or a trusted or personal signature and submitted in their original form**, or
  - 3.2 For statements/documents prepared in paper form with a handwritten signature, a digital copy (**scan**) of these statements/documents must be signed with a **qualified electronic signature, trusted signature, or personal signature**, certifying the compliance of the digital copy with the paper document (**certified copy of a paper document**).
4. If part of the tender is classified as a **trade secret**, the document containing the justification for classifying information as a trade secret must be submitted following the requirements set out below in point 6.
5. The document confirming the submission of the **tender guarantee** (if required). If the tender guarantee is provided as a guarantee or surety, the Contractor must submit the original guarantee or surety in electronic form to the Contracting Authority.
6. Information, statements, or documents other than the tender, powers of attorney, and those specified in Chapter 9 and Chapter 11 (e.g., any clarifications, extensions of the tender binding period) submitted during the procedure **must be prepared in electronic form or as text entered directly into the message** sent via the electronic communication means referred to in Chapter 13.
7. The document confirming the provision of a **performance guarantee** (if required) must be submitted in its original form, in electronic format.
8. Computer printouts independently downloaded by the Contractor, under Article 4(4aa) of the Act of 20 August 1997 on the National Court Register, containing current and complete information on

entities registered in the National Court Register, have the same validity as documents issued by the Central Information Office and **do not require a signature**.

9. Contractors jointly applying for the contract shall sign documents in the scope relevant to each of them.
10. Certification of the compliance of the digital copy with the paper document is performed as follows:
  - 1) For entity-specific means of evidence – by the Contractor, Contractor jointly applying for the contract, or entity providing resources, in the scope of the entity-specific means of evidence applicable to each, or by a notary public;
  - 2) For subject-specific means of evidence or the commitment of the entity providing resources – by the Contractor or Contractor jointly applying for the contract, or by a notary public;
  - 3) For the statement referred to in Article 117(4) of the Act, or the commitment of the entity providing resources – by the Contractor or Contractor jointly applying for the contract, or by a notary public;
  - 4) For powers of attorney – by the principal or a notary public.
11. The preparation and transmission of electronic documents or electronic documents that are digital copies of content recorded in paper form (digital representation) must comply with the requirements set forth in the Regulation of the Prime Minister of 31 December 2020 on the manner of preparing and transmitting information and technical requirements for electronic documents and electronic communication in public procurement procedure or competition, as well as in the regulation referred to in Chapter 11(2.4).

## CHAPTER 20 – METHOD AND DEADLINE FOR TENDER SUBMISSION

1. **The tender must be submitted by 25.11.2024, no later than 10:00 (CET).**
2. A tender submitted after the deadline mentioned in point 1 will be rejected pursuant to Article 226(1)(1) of the PPL Act.
3. Tenders are to be submitted via the e-Procurement Platform. Details on the preparation and submission of the tender are provided in Chapter 17.

## CHAPTER 21 – TENDER OPENING DATE

1. Tenders will be opened on the day the tender submission deadline expires, in accordance with Article 222(2) of the PPL Act.  
**Tender opening time: 11:00 (CET).**
2. Tender opening is not public.
3. Immediately after the tender opening, the Contracting Authority will make available on the website of the ongoing procedure information regarding: the names or first and last names and registered offices or places of business, or places of residence of Contractors whose tenders were opened, as well as the prices or costs contained in the tenders.
4. Tenders submitted in the public procurement procedure are public.
5. Information constituting a trade secret, as defined in the Act of 16 April 1993 on combating unfair competition, will not be disclosed if the Contractor, when submitting such information, has declared that such information is not to be disclosed and has demonstrated that the classified information constitutes a trade secret. The Contractor may not classify information about the name or names and surnames, registered offices or places of business, or places of residence, as well as information about prices or costs contained in the tender (such classification will be deemed ineffective and result in the disclosure of this information).

6. A trade secret is understood to mean technical, technological, organisational information or other information of economic value that, as a whole or in a specific arrangement and collection of its elements, is not commonly known or readily accessible to persons typically involved in this type of information, provided the authorised person has taken, with due diligence, actions to maintain its confidentiality.

## CHAPTER 22 – METHOD OF CALCULATING THE PRICE

1. The Contractor specifies the tender price for the performance of the contract by indicating it in the Tender Form, which constitutes Appendix 2 to the Tender Specifications.

**The Contracting Authority requires Contractors to include price adjustments in their tenders, considering the anticipated inflation in 2025.**

2. The price must cover all costs related to the performance of the contract, in accordance with the terms described in the Tender Specifications.
3. The Contracting Authority does not foresee any price adjustments, except in cases described in the draft Contract.
4. The price must be provided and calculated to two decimal places. Amounts should be rounded to the nearest grosz (a hundredth of a Polish złoty), where fractions below 0.5 grosz are disregarded, and fractions of 0.5 grosz and above are rounded up to 1 grosz (increasing the last retained digit by one), in accordance with Article 106e(11) of the Act of 11 March 2004 on Value Added Tax (hereinafter referred to as the 'VAT Act').
5. The price must be expressed in Polish złoty (PLN).

The Contracting Authority specifies that the price for the contract performance indicated by the Contractor in the Tender Form, as well as any unit prices, must not have a value of 0.00 PLN.

6. The Contracting Authority does not allow for settlements in foreign currencies. All payments between the Contracting Authority and the Contractor will be made exclusively in Polish złoty.
7. To calculate the gross price, the Contractor will apply the appropriate VAT rate as currently required by law.
8. The Contracting Authority will correct obvious calculation errors, taking into account the accounting consequences of the corrections made.
9. CONCERNING ACTIONS REFERRED TO IN ARTICLE 17 OF THE VAT ACT

If the Contractor submits a tender that, if selected, would lead to a tax liability for the Contracting Authority under the Act of 11 March 2004 on Value Added Tax, for the purpose of applying the price criterion, the Contracting Authority will add the VAT amount that it would be required to account for to the tender price provided.

10. In the tender referred to in point 9, the Contractor must:
  - 10.1 inform the Contracting Authority that the selection of their tender will lead to a tax liability for the Contracting Authority,
  - 10.2 specify the name (type) of the goods or service whose supply or provision would lead to a tax liability,
  - 10.3 indicate the value of the goods or service subject to the Contracting Authority's tax liability, excluding VAT,
  - 10.4 specify the VAT rate, which, according to the Contractor's knowledge, will apply.
11. The method of payment and settlement for the performance of the contract is specified in the draft Contract.

**CHAPTER 23 – DESCRIPTION OF TENDER EVALUATION CRITERIA, INCLUDING WEIGHS AND EVALUATION METHOD**

1. The most advantageous tender will be the one that scores the highest number of points in the following criteria:

No	Criterion Name	Criterion Weight [%]
1.	Price (P)	55 % = 55 points
2.	Experience of Personnel Assigned to Contract (E)	30 % = 30 points
3.	Time of Access Provision (T)	15 % = 15 points

2. Points for each criterion will be calculated as follows:

**1) Evaluation rules for the ‘Price’ criterion.**

For the ‘Price’ criterion, the tender will receive a rounded score to two decimal places based on the following formula:

$$P = \frac{P_{min} - \text{lowest gross price}}{P_i - \text{gross price of the evaluated tender}} \cdot \text{max}(P)$$

where:

$P_{min}$  – the lowest gross price among all non-rejected tenders;

$P_i$  – the gross price of the evaluated tender;

$\text{max}(P)$  – the maximum number of points a tender can receive for the ‘Price (P)’ criterion, which is 55 points.

Under the ‘Price’ criterion, a tender can receive a maximum of 55 points.

**2) Evaluation Rules for the ‘Experience of Personnel Assigned to Contract’ criterion.**

For the ‘Experience of Personnel Assigned to Contract’ criterion, the Contracting Authority will award points based on the information provided by the Contractor in the Tender Form, prepared according to the template in Appendix 2 to the Tender Specifications. To qualify for points, the Contractor must provide all required information in the table.

Points will be awarded for indicating personnel who:

- 1) participated in the preparation of an electronic auction system. Points will be awarded as follows:
  - **7 points** – if the Contractor demonstrates that one person listed in Section IV of the Tender Form participated in preparing an electronic auction system used in an SMRA auction for radio frequencies within the last 3 years before the deadline for submission of tenders;
  - **15 points** – if the Contractor demonstrates that two persons listed in Section IV of the Tender Form participated in preparing an electronic auction system used in an SMRA auction for radio frequencies within the last 3 years before the deadline for submission of tenders;
- 2) provided advice and technical assistance during an SMRA auction for radio frequencies. Points

will be awarded as follows:

- **7 points** – if the Contractor demonstrates that one person listed in Section IV of the Tender Form provided advice and technical assistance during an SMRA auction for radio frequencies within the last 3 years before the deadline for submission of tenders;
- **15 points** – if the Contractor demonstrates that two persons listed in Section IV of the Tender Form provided advice and technical assistance during an SMRA auction for radio frequencies within the last 3 years before the deadline for submission of tenders.

If no personnel with the experience specified in points 1 and 2 are indicated, the Contracting Authority will award 0 points.

The Contractor may indicate the same individuals for the experience described in points 1 and 2 above.

The maximum score for the 'Experience of Personnel Assigned to Contract' criterion is 30 points.

### **3) Evaluation rules for the 'Time of Access Provision' criterion**

For the 'Time of Access Provision' criterion, the Contracting Authority will award points based on the proposed time for providing the Electronic Auction System (EAS) that meets the requirements specified in Appendix 1 to the Tender Specifications, 'Detailed Requirements for the Contract Subject', as listed in Table 1 in the 'preliminary version' column from the date of signing the Contract. Points will be awarded as follows:

- **15 points** – for providing the EAS within 5 working days from the date of signing the Contract,
- **10 points** – for providing the EAS within 6–10 working days from the date of signing the Contract,
- **5 points** – for providing the EAS within 11–15 working days from the date of signing the Contract,
- **2 points** – for providing the EAS within 16–20 working days from the date of signing the Contract,
- **0 points** – for providing the EAS at the maximum time required by the Contracting Authority, i.e., 21 working days from the date of signing the Contract.

The Contractor must indicate the time of access provision for the EAS in the Tender Form, prepared according to the template in Appendix 2 to the Tender Specifications.

If no time is specified in the tender, the Contractor will receive 0 points for the 'Time of Access Provision' criterion.

The maximum score for the 'Time of Access Provision' criterion is 15 points.

3. The total score for a given tender will be calculated according to the following formula:

$$S_{pt} = P + E + T$$

where:

$S_{pt}$  – the total score a tender receives for the evaluation criteria;

$P$  – the score a tender receives for the 'Price' criterion;

$E$  – the score a tender receives for the 'Experience of Personnel Assigned to Contract' criterion;

*T*– the score a tender receives for the ‘Time of Access Provision’ criterion.

4. Scores in each criterion will be calculated to two decimal places. The highest total score will determine the most advantageous tender.
5. The Contracting Authority will award the contract to the Contractor whose tender meets all requirements of the PPL Act and the Tender Specifications and is evaluated as the most advantageous based on the specified evaluation criteria.
6. If it is not possible to select the most advantageous tender due to two or more tenders having the same total score, the provisions of Article 248 of the PPL Act will apply.

**CHAPTER 24 – INFORMATION ON FORMALITIES TO BE COMPLETED AFTER TENDER SELECTION FOR CONCLUDING THE PUBLIC PROCUREMENT CONTRACT**

1. To sign the Contract electronically, the Contractor must have a qualified electronic signature (trusted or personal signatures are not sufficient for signing the Contract).
2. The Contracting Authority allows the Contract to be concluded in paper form.
3. If the selected tender was submitted by Contractors jointly applying for the contract, the Contracting Authority may request a copy of the agreement governing the cooperation of these Contractors before concluding the Contract.

Such an agreement should specify the parties, the purpose of the cooperation, the method of cooperation, the scope of work assigned to each party, joint and several liability for contract performance, the duration of the consortium, and a clause preventing any consortium member from terminating the consortium agreement (for the period covering contract performance, warranty, and guarantee).

4. Before signing the Contract, the Contractor is required to:
  - 4.1. provide information necessary for Contract preparation,
  - 4.2. provide details of employees who will be employed under a contract of employment for the entire duration of the Contract, in accordance with the terms set out in Chapter 28 of the Tender Specifications.
5. The provisions in the draft Contract are non-negotiable, subject to Chapter 4(8).
6. If the Contractor whose tender is selected as the most advantageous refrains from signing the public procurement contract, the Contracting Authority may re-evaluate and re-assess the remaining tenders and select the next most advantageous tender or cancel the procedure.
7. The Contracting Authority states that:
  - 7.1. failure by the Contractor to complete the formalities mentioned in points 1–4, or
  - 7.2. twice failing to attend the Contracting Authority’s call for signing the Contract in paper form, or
  - 7.3. failure to return the signed Contract in electronic form within the specified time frame indicated by the Contracting Authority,

will be deemed by the Contracting Authority as the Contractor’s refusal to conclude the Contract under Article 263 of the PPL Act.

**CHAPTER 25 – INFORMATION ON PERFORMANCE GUARANTEE**

No performance guarantee is required.

## **CHAPTER 26 – DRAFT PROVISIONS OF THE PUBLIC PROCUREMENT CONTRACT TO BE INCLUDED IN THE PUBLIC PROCUREMENT CONTRACT**

1. The Contractor is obligated to sign the Contract under the terms specified in the Tender Specifications. The draft Contract is provided in Appendix 5 to the Tender Specifications.
2. The Contracting Authority allows for the possibility of amendments to the provisions of the Contract. A detailed description of the conditions under which changes may be made is included in the draft Contract.
3. The Contracting Authority allows for the Contract to be additionally concluded in English.

## **CHAPTER 27 – INFORMATION ON LEGAL REMEDIES AVAILABLE TO CONTRACTORS**

Each Contractor, as well as any other entity having or having had an interest in obtaining the contract and suffering or potentially suffering harm due to a violation of the PPL Act by the Contracting Authority, is entitled to the legal remedies provided for in Part IX of the PPL Act.

## **CHAPTER 28 – REQUIREMENTS REGARDING EMPLOYMENT UNDER AN EMPLOYMENT CONTRACT IN CIRCUMSTANCES REFERRED TO IN ARTICLE 95(1) OF THE PPL ACT**

1. Pursuant to Article 95(1) of the PPL Act, the Contracting Authority requires that the Contractor or Subcontractor employ at least one person overseeing the Contract performance (Coordinator) under an employment contract for the entire contract duration, in the manner specified in Article 22(1) of the Act of 26 June 1974 – Labour Code.

The requirement for employment under a labour contract will be deemed fulfilled if the specified tasks in this chapter are performed personally by individuals engaged in business activities.

2. The performance of other tasks necessary for contract execution does not require a subordinated employment relationship between the Contractor or Subcontractor and their employees, as defined by labour law.
3. During contract performance, the Contracting Authority is authorised to conduct checks to ensure that the Contractor or Subcontractor meets the requirement of employment under a contract of employment for the above-mentioned personnel if evidence of non-compliance arises. The Contracting Authority is particularly entitled to:
  - 1) request statements and documents to confirm compliance with the aforementioned requirements and evaluate them,
  - 2) request explanations in cases of doubt concerning compliance with the aforementioned requirements,
  - 3) conduct on-site inspections of the service performance location.
4. During the performance of the contract, at each request of the Contracting Authority, within the timeframe specified in that request, the Contractor shall submit to the Contracting Authority the evidence indicated below in order to confirm the fulfilment of the employment requirement under an employment contract by the Contractor or Subcontractor of the above-mentioned persons during the performance of the contract:
  - 1) a statement from the Contractor or Subcontractor confirming employment under a contract of employment for the individual performing the relevant tasks, as specified in the Contracting Authority's request. This statement should include: the entity making the statement, date of the statement, indication that the tasks in question are performed by an individual employed under a contract of employment, including the name of the individual, type of employment

contract, employment scope, and signature of the authorised representative of the Contractor or Subcontractor;

- 2) a copy, certified to be a true copy of the original by the Contractor or Subcontractor respectively, of the employment contract(s) of the person(s) performing the tasks referred to in the aforementioned statement of the Contractor or Subcontractor during the performance of the contract (together with a document regulating the scope of duties, if any). The copy of the contract(s) should be anonymised in a manner ensuring the protection of the employee's personal data in accordance with Article 5(1)(c) of the GDPR, such that information such as the employee's address and PESEL number are omitted. The employee's name and surname is not subject to anonymisation. Information, such as contract date, type, and employment scope, must remain identifiable;
  - 3) a certificate from the relevant ZUS branch confirming that the Contractor or Subcontractor has paid social and health insurance contributions for the individual employed under an employment contract for the most recent accounting period;
  - 4) a copy, certified as being a true copy of the original by the Contractor or Subcontractor respectively, of the proof of the employee's enrolment by the employer for insurance, anonymised in such a way as to ensure the protection of employees' personal data, in accordance with Article 5(1)(c) of the GDPR. The employee's name and surname is not subject to anonymisation.
5. For non-fulfilment by the Contractor or Subcontractor of the requirement to employ employees under an employment contract, the Contracting Authority provides for a sanction in the form of an obligation on the part of the Contractor to pay a contractual penalty in the amount specified in the draft Contract constituting Appendix 5 to the Tender Specifications. Failure by the Contractor to submit, within the timelimit determined by the Contracting Authority, the evidence required by the Contracting Authority to confirm that the Contractor or its Subcontractor meets the requirement of employment under an employment contract will be treated as a failure by the Contractor or its Subcontractor to meet the requirement of employment under an employment contract.
6. In case of reasonable doubt concerning the Contractor's or Subcontractor's compliance with labour laws, the Contracting Authority may request the State Labour Inspectorate to conduct an inspection.

## CHAPTER 29 – PERSONAL DATA PROTECTION

In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 04.05.2016, p. 1, as amended), hereinafter referred to as 'GDPR', the Contracting Authority informs that:

- 1) The Controller of your personal data is the President of the Office of Electronic Communications, with its registered office at: ul. Geldowa 7/9, 01-211 Warsaw, Poland, phone number: +48 22 33 04 000, fax: +48 22 53 49 162.
- 2) The Data Protection Officer at the Office of Electronic Communications can be contacted at: [iod@uke.gov.pl](mailto:iod@uke.gov.pl).
- 3) Your personal data will be processed based on Article 6(1)(c) of the GDPR for purposes related to conducting the public procurement procedure in a basic tender mode titled Provision of an electronic auction system (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance – case number **BA.WZP.26.41.2024**.
- 4) The legal basis for data processing is the Act of 11 September 2019 – Public Procurement Law (consolidated text: Dz. U. [*Journal of Laws*] of 2024, item 1320), referred to as the 'PPL Act'.

- 5) Recipients of personal data include entities authorised under applicable laws, particularly persons or entities granted access to the procurement documentation pursuant to Articles 18 and 74–76 of the PPL Act. The principle of transparency applies to all personal data, except for data referred to in Article 9(1) of the GDPR (special categories of personal data).

Additionally, personal data may be shared with entities authorised to receive data under relevant laws (e.g., administrative bodies, courts, state services), entities that process personal data on behalf of the Contracting Authority under a data processing agreement (e.g., entities operating the Contracting Authority's ICT systems), as well as other controllers processing data on their own behalf (e.g., postal or courier services).

- 6) Your personal data will be stored for the period necessary to carry out the public procurement procedure, and in respect of personal data indicated by the Contractor whose tender has been selected – for the duration of the Contract, but for no less than 4 years, from the date of completion of the public procurement procedure and until the statute of limitations for any claims arising from the Contract. In addition, the personal data will be kept for archival purposes for the period provided for in the Contracting Authority's office and archival regulations adopted in accordance with the Act on national archival resources and archives.
- 7) Providing your personal data is a statutory requirement stipulated by the provisions of the Act, in connection with participation in the public procurement procedure; the consequences of not providing certain data are governed by the PPL Act.
- 8) You have the right to:
  - a) to obtain confirmation as to whether the President of the UKE is processing your personal data and, if so, to obtain, pursuant to Article 15 of the GDPR, access to the content of the data and information concerning such processing; where compliance with this obligation would require disproportionate effort, the Contracting Authority may, pursuant to Article 75 of the PPL Act, request the data subject to indicate additional information to specify the name or completion date of the concluded procurement procedure,
  - b) obtain a copy of your personal data,
  - c) request rectification or supplementation of your personal data under Article 16 of the GDPR; under Article 76 of the PPL Act, the exercise of this obligation must not affect the integrity of the procedure protocol or its annexes,
  - d) request under Article 18 of the GDPR to restrict the processing of your personal data; pursuant to Article 74(3) of the PPL Act, the exercise of this obligation does not restrict the processing of your personal data until the completion of the procurement procedure.
- 9) Your personal data will not be subject to automated decision-making or profiling as referred to in Article 22(1) of the GDPR.
- 10) You have the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR.

## **CHAPTER 30 – APPENDICES TO THE TENDER SPECIFICATIONS**

1. Appendix 1 – Description of the Subject of the Contract
2. Appendix 2 – Tender Form
3. Appendix 3 – Statement of no grounds for exclusion from the procedure and fulfilment of the participation conditions
4. Appendix 4 – Statement of affiliation or non-affiliation with the same capital group
5. Appendix 5 – Draft Contract
6. Appendix 6 – Template statement for Contractors jointly applying for the contract as per Article 117(4) of the PPL Act (*if applicable*)

7. Appendix 7 – Template commitment by an entity to make the necessary resources available to the Contractor for contract performance (*if applicable*)
8. Appendix 8 – Template list of services

## Description of the Subject of the Contract (DSC)

### Detailed Requirements for the Contract Subject

**Table 1. Contracting Authority’s Requirements for EAS**

Contracting Authority’s Requirements for EAS	preliminary version	basic version
<b>Functional Requirements</b>		
1. The EAS must enable the definition of frequency blocks that are the subject of the SMRA auction.	YES	YES
2. The EAS must enable the definition of a limit related to the ability to obtain individual frequency reservations (spectrum cap).	YES	YES
3. The EAS must enable defining ESA users who are auction participants by indicating the auction participant’s name.	YES	YES
4. The EAS must enable assigning anonymous names to auction participants during phase 2 of the auction.	YES	YES
5. The EAS must allow granting users permissions to use the EAS in accordance with the adopted authentication scheme (e.g., login, password, electronic key, or code matrix).	NO	YES
6. The EAS must enable granting users appropriate permissions (e.g., execution, reading, no access) to specific subsystems, functions, actions, and data.	YES	YES
7. The EAS must enable conducting a round-based auction.	YES	YES
8. The EAS must automatically number the rounds.	YES	YES
9. The EAS must inform auction participants about the current round number.	YES	YES
10. The EAS must inform auction participants of the start time and duration of each round.	YES	YES
11. The EAS must allow setting and modifying the start and end date and time for each auction round.	YES	YES
12. The EAS is to present within the system a clock synchronised to the template and server time according to universal time on all computer workstations participating in the auction.	YES	YES
13. The EAS must allow setting and modifying the duration of individual auction rounds.	YES	YES
14. The EAS must allow defining and modifying the daily auction schedule.	NO	YES
15. The EAS must allow the submission of auction bids by placing a bid on an available block, raising a bid, or transferring a bid to another block.	YES	YES
16. The EAS must prevent the submission of an auction bid that violates the rules specified in the auction documentation (e.g., a participant cannot: (a) submit more bids than allowed in the auction documentation per round, (b) raise/cancel a bid marked as the highest declared amount (HDA), (c) cancel a bid without submitting a new one) and inform the participant of an invalid bid attempt.	YES	YES
17. The EAS must inform the auction participant of the bid submission and registration in the EAS.	YES	YES
18. The EAS must generate notifications of bids not submitted within the designated time.	YES	YES
19. The EAS must record and mark submitted bids with a date stamp and a time stamp with an accuracy of 0.001 seconds, in accordance with RFC3161 or ISO/IEC18014.	NO	YES

20.	The EAS must allow setting the starting price for each frequency block.	YES	YES
21.	The EAS must automatically define up to six bid increments for each frequency block in each round. In the first round, the starting price is set along with up to five increments calculated as: $IA = (X/100) \times SP$ (where IA = increment amount, SP = starting price for the block, X = increment factor). In the second and subsequent rounds, up to five increments are calculated as $IA = (X/100) \times HDA$ (where IA = increment amount, HDA = highest declared amount for the block, X = increment factor). If no valid bid is submitted for a block in the second or later rounds, increments are defined analogously to the first round.	YES	YES
22.	The EAS must display current bid increments for each frequency block to auction participants as a list of bid increments.	YES	YES
23.	The EAS must allow participants to select a bid increment from the list of increments during a round.	YES	YES
24.	The EAS must automatically determine the highest declared amount (HDA) for each frequency block in each round.	YES	YES
25.	The EAS must automatically randomise the order of bids of the same value (the randomisation mechanism should be described by the Contractor).	YES	YES
26.	The EAS must display the current HDA for each frequency block to all auction participants.	YES	YES
27.	The EAS must inform a specific auction participant of the frequency block on which their bid is the HDA, and the EAS must automatically retain the HDA for a block until a new bid is placed on that block.	YES	YES
28.	The EAS must allow defining the number of bidding points (BP) allocated to each auction participant in the first auction round according to the auction documentation.	YES	YES
29.	The EAS must automatically determine the number of BP for each auction participant after each round. In the first round, BP are allocated for placing a bid. In subsequent rounds, BP are allocated for placing a bid in that round or for retaining the HDA bid.	YES	YES
30.	The EAS must display the current number of BP to auction participants (e.g., number of BP held in the round, number used in the round, number available for use in the round).	YES	YES
31.	The EAS must automatically cancel bids when they are replaced by a higher bid on the same frequency block or transferred to another block.	YES	YES
32.	The EAS must allow defining the number of rights to withhold (RWG) granted to an auction participant.	YES	YES
33.	The EAS must automatically indicate the use of RWG if an auction participant fails to place an order during the second and subsequent rounds, which would lead to a loss of BP.	YES	YES
34.	The EAS must allow the participant to declare the use of RWG starting from the second round.	YES	YES
35.	The EAS must automatically determine the number of RWG allocated for each auction participant after each round.	YES	YES
36.	The EAS must display the current number of RWG to auction participants.	YES	YES
37.	The EAS must allow the administrator to pause/suspend the auction and resume it.	YES	YES
38.	The EAS must automatically interrupt the auction in case of an EAS failure.	NO	YES
39.	The EAS must enable resuming the auction directly from the point at which it was interrupted.	NO	YES
40.	The EAS must enable the cancellation of individual auction rounds by the administrator if any irregularities affecting the course of the auction are detected, for example, in the event of an EAS failure that impacts the calculations made after a round.	NO	YES
41.	The EAS must allow for the disqualification of an auction participant in the event of failure to provide the required deposit.	YES	YES
42.	The EAS must automatically block access to the system for disqualified auction participants.	YES	YES
43.	The EAS must automatically conclude phase 2 of the auction if, in a given round, no participant (a) submits a new bid or (b) uses RWG or a RWG is not automatically invoked.	YES	YES
44.	The EAS must notify participants of the conclusion of phase 2 of the auction.	YES	YES

45.	After phase 2 of the auction, the EAS must display the highest bid amounts (HDA) for specific frequency blocks along with the names of the entities that submitted them.	NO	YES
46.	The EAS must allow internal system communication between the administrator and all auction participants.	YES	YES
47.	The EAS must allow internal system communication between the administrator and a selected auction participant.	NO	YES
48.	The EAS must allow internal system communication between an auction participant and the administrator.	NO	YES
49.	The EAS must require confirmation from auction participants for actions affecting the course of the auction (e.g., bid submission confirmation, use of RWG).	YES	YES
50.	The EAS must require confirmation from the administrator for actions affecting the course of the auction (e.g., auction suspension, resumption, setting of round times and durations, disqualification of an auction participant).	YES	YES
51.	The EAS must enable the use of an emergency mode if necessary (e.g., by submitting a bid in emergency mode by the Committee or by introducing an emergency RWG by the Committee).	NO	YES
<b>Non-functional, Performance, and Security Requirements</b>			
1.	Access to the EAS must be possible from any computer meeting at least the minimum hardware requirements specified by the Contracting Authority in Appendix 3 to the auction documentation, 'Minimum hardware and Internet connection requirements', published on <a href="https://bip.uke.gov.pl/download/gfx/bip/pl/defaultaktualnosci/132/19/1/dc.wap.5131.1.2024.02_da_z3_minimalne_wymagania.pdf">https://bip.uke.gov.pl/download/gfx/bip/pl/defaultaktualnosci/132/19/1/dc.wap.5131.1.2024.02_da_z3_minimalne_wymagania.pdf</a> (hereinafter 'Appendix 3') and with an Internet connection meeting at least the minimum requirements specified by the Contracting Authority in Appendix 3.	YES	YES
2.	The EAS must operate correctly within a Windows 10 or later environment. Launching the EAS should not require any actions by the user beyond standard computer and operating system use and should not depend on the purchase of additional software other than the operating system.	YES	YES
3.	The operating language of the EAS is Polish, which applies to menus, forms, notifications, and data entry and printing functions that support Polish diacritical characters and proper sorting order.	NO	YES
4.	The EAS must have a user-friendly graphical interface that maximises ease of operation. The system should be clearly designed and intuitively navigable. The way EAS functions are accessed should be as consistent and uniform as possible.	NO	YES
5.	The EAS must perform at a level that allows effective and comfortable use by 30 simultaneous users.	YES	YES
6.	The average response time of the user interface for operations not requiring new data retrieval must be less than 0.2 seconds, with a maximum response time of 10 seconds.	YES	YES
7.	The average response time of the user interface for operations requiring new data retrieval must be less than 2 seconds, with a maximum response time of 20 seconds.	YES	YES
8.	The EAS must ensure the security and integrity of the data collected in the system.	NO	YES
9.	The EAS should ensure the confidentiality of processed data, particularly through the use of strong encryption for communications between EAS users and the server(s), along with server authentication.	NO	YES
10.	The EAS must provide user identification and authentication for each system user.	YES	YES
11.	The EAS must authorise user operations according to the permissions assigned.	YES	YES
12.	Operations that impact the auction's course or data security must be recorded in the EAS, including the user performing the operation and a timestamp.	NO	YES
13.	The EAS must include mechanisms to verify the completeness and consistency of entered data to prevent incomplete data entries in the system.	YES	YES
14.	The Contractor must provide a system security policy, including a description of the timestamping mechanism.	NO	YES

**Table 2. Additional Requirements of the Contracting Authority regarding the Subject of the Contract**

Additional Requirements of the Contracting Authority regarding the Subject of the Contract	
<b>Functional Requirements</b>	
1.	The EAS must archive all messages sent by the EAS in a format accessible to the Contracting Authority, even after the auction has concluded.
2.	The EAS must allow for the visualisation and printing of specified data (the scope and format of data will be determined between the Contractor and the Contracting Authority).
3.	<p>The EAS must enable the creation, saving, and printing of reports containing information on the course of each auction round (the scope and format of data will be determined between the Contractor and the Contracting Authority), in particular, covering:</p> <ul style="list-style-type: none"> <li>▪ Initial auction parameters and settings,</li> <li>▪ Parameters and settings for each auction round,</li> <li>▪ Actions recorded for both participants and the auction administrator, with date and timestamp,</li> <li>▪ Bids submitted by participants in each round,</li> <li>▪ Results of each auction round,</li> <li>▪ Other data relevant to the auction process.</li> </ul> <p>Access to this functionality must be provided to the Contracting Authority during the auction and for a period of no less than 10 years after its conclusion, allowing for data export in the following electronic formats: CSV, XML, TXT.</p>
4.	The EAS must allow the Contracting Authority access to the system event log (including logs for participants' actions, the administrator's actions, and the Contractor's actions) even after the auction has concluded, for a period of no less than 10 years after the auction's conclusion.
<b>Additional Non-Functional, Performance, and Security Requirements</b>	
1.	During phase 2 of the auction, the EAS must be continuously monitored by the Contractor for any unauthorised data access attempts or interference in the auction process. The Contractor shall immediately notify the Contracting Authority of such incidents.
2.	The EAS must allow users to change their passwords. Users set their new passwords independently, and these passwords must not be known to the Contractor or the auction administrator. The EAS must also provide an option for resetting the password set by the user in cases where it has been lost or forgotten.
3.	The Contractor will generate and supply the Contracting Authority with electronic keys or code matrices required for all EAS users to log in to EAS for both the trial auction and phase 2 of the auction.
4.	The Contractor will deliver reports to the Contracting Authority in a format that allows for viewing and printing for a period of 10 years from the end of the auction.
5.	The Contractor will provide EAS logs and other data essential to the auction process to the Contracting Authority in a format that allows for viewing and printing, for a period of 10 years from the end of the auction.
6.	The Contractor will ensure an IT infrastructure that enables the auction to be conducted by the President of UKE. In addition to the primary IT infrastructure, the Contractor will also provide alternative infrastructure located in a different facility to enable data recovery in the event of disruptions targeting the EAS.
7.	If phase 2 of the auction is interrupted due to a connectivity failure or hardware malfunction on the Contractor's side, the EAS must allow for the auction to resume within 60 minutes from the interruption of phase 2.

**TENDER FORM**

**CONTRACTING AUTHORITY:**

**Office of Electronic Communications  
ul. Giełdowa 7/9  
01-211 Warsaw**

In the public procurement contract conducted by basic procedure pursuant to the Act of 11 September 2019 – Public Procurement Law (consolidated text: Dz. U. [*Journal of Laws*] of 2024, item 1320), titled: **‘Provision of an electronic auction system (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance’**.

**I. CONTRACTOR INFORMATION<sup>1</sup>:**

1. Contractor(s):.....  
Address:.....  
.....  
**NIP** ....., **REGON** .....
2. Authorised representative(s) of the Contractor signing the tender:  
.....
3. Person responsible for contact with the Contracting Authority:  
.....  
**tel.:** .....  
**email:** .....

<sup>1</sup> The Contractor’s information in point I must be repeated an appropriate number of times in the case of contractors applying jointly for the contract.

**II. OFFERED CONTRACT SUBJECT:**

1. The subject of the contract is to provide an electronic auction system (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance.
2. The detailed description of the contract subject is contained in:
  - 1) Appendix 1 to the Tender Specifications – Description of the Contract Subject (DSC)
  - 2) Appendix 5 to the Tender Specifications – Draft Contract with Appendices

**III. CRITERION – TENDER PRICE – maximum of 60 points**

1. The **TENDER PRICE** represents the Contractor's total remuneration, inclusive of all costs related to contract execution as specified in the Tender Specifications, including Value Added Tax (VAT).
2. **WE OFFER** to perform the **subject of the contract** for the following total **TENDER PRICE**:

PLN ..... net (in words: PLN .....),

VAT rate: .....%\*

PLN ..... gross (in words: PLN .....)

**Including:**

<b>The Subject of the Contract as specified under § 2(1)(1)–(3) and (5) and § 2(2) of the Contract</b>
<b>Customisation and provision of the EAS via the Internet for the purposes of conducting Auctions, meeting the functional and non-functional requirements specified in Appendix 1 to the Contract – Contracting Authority's Requirements for EAS</b>
<b>Consultancy on the configuration of the EAS and auction mechanisms;</b>
<b>Preparation and delivery of user documentation for the EAS to the Contracting Authority;</b>
<b>Assistance during the trial auction conducted using the EAS;</b>
<b>Customisation of the EAS to the requirements arising from generally applicable Polish law and auction documentation following consultations preceding the announcement of the Auction and clarifications to the auction documentation, if necessary;</b>
<b>Updating the minimum hardware requirements for auction participants' devices and minimum connectivity requirements, if necessary.</b>
<b>Total net: .....</b>
<b>VAT rate: .....%*</b>
<b>Total gross: .....</b>

<b>The Subject of the Contract as specified under § 2(1)(4) of the Contract</b>
<b>Conducting training on the use of the EAS for a group of up to 20 people – employees of UKE</b>
<b>Total net:</b> .....
<b>VAT rate:</b> .....%*
<b>Total gross:</b> .....

<b>The Subject of the Contract as specified under § 2(1)(6) of the Contract</b>
<b>Provision of dedicated technical support to the Contracting Authority during the Auction, for a maximum period of 12 months</b>
<b>Total net:</b> .....
<b>VAT rate:</b> .....%*
<b>Total gross:</b> .....

**IV. NON-PRICE CRITERIA FOR TENDER EVALUATION:**

**1. CRITERION 2: Experience of Personnel Assigned to Contract (E) – maximum of 30 points**

We hereby list the individuals who will execute the contract and provide details of their experience by completing the tables below:

No	Full name <sup>2</sup>	Required Experience	Name of Auction System Prepared by the Individual and System Producer	Period of System Preparation by the Individual (Start and End Date)	Name of Auction Where the Prepared System Was Used and the Name of the Auctioning Entity	Description of Tasks Performed by the Individual During System Preparation
1.1		Experience in preparing an electronic auction system				
1.2		Experience in preparing an electronic auction system				

No	Full name <sup>3</sup>	Required Experience	Period of Providing Consultancy Services and Technical Assistance by the Individual in an SMRA Auction for Radio Frequencies (Start and End Date)	Name of Auction Where Consultancy Services and Technical Assistance Were Provided and	Description of Tasks Performed During Consultancy Services and Technical Assistance

<sup>2</sup> All unfilled columns in the table are to be completed by the Contractor if they have a person or persons with the experience specified by the Contracting Authority.

\*if applicable

<sup>3</sup> All unfilled columns in the table are to be completed by the Contractor if they have a person or persons with the experience specified by the Contracting Authority.

				Name of the Auctioning Entity	
2.1		Experience in providing consultancy services and technical assistance during an SMRA auction for radio frequencies			
2.2		Experience in providing consultancy services and technical assistance during an SMRA auction for radio frequencies			

**2. CRITERION 3: ‘Time of Access Provision (T)’ – maximum of 15 points**

We offer to provide the Electronic Auction System (EAS), meeting the requirements outlined in Appendix 1 to the Tender Specifications ‘Detailed Requirements for the Contract Subject’ as listed in Table 1, ‘preliminary version’ column, within the following timeframe (please select accordingly):

- up to 5 working days from the date of signing the Contract
- from 6 to 10 working days from the date of signing the Contract
- from 11 to 15 working days from the date of signing the Contract
- from 16 to 20 working days from the date of signing the Contract
- 21 working days from the date of signing the Contract

**V. EMPLOYMENT UNDER AN EMPLOYMENT CONTRACT IN CIRCUMSTANCES REFERRED TO IN ARTICLE 95(1) OF THE PPL ACT:**

1. We declare that, throughout the duration of the Contract, we will employ at least one person under an employment contract, who will oversee Contract performance (serving as the Coordinator responsible for the proper execution of the contract).
2. If our offer is selected as the most advantageous, we commit to providing the details of the person overseeing Contract performance (name, phone number, email address) prior to Contract signing.

**VI. STATEMENTS:**

1. We declare that we have an Electronic Auction System (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications in the SMRA format, along with the necessary resources to provide training on the use of the EAS, consultancy, and dedicated technical assistance.
2. We will execute the contract within the timeframes specified in the Tender Specifications and its appendices, particularly in the Draft Contract.
3. We accept the payment terms for executing the contract as outlined in the Draft Contract.

As the Contractor’s address for sending electronic invoices, we designate: .....

Bank name and account number for Contractor’s payment, if the contract is signed:

.....

*(The Contractor is required to provide a bank account number listed in the Register of VAT Taxpayers, Unregistered Entities, and Deregistered/Reinstated VAT Taxpayers maintained by the Ministry of Finance.)*

4. We have applied the currently applicable VAT rate under the relevant legislation to calculate the gross tender price.

- 5. We declare that the tender price, representing the total gross remuneration for the complete contract, includes all Contractor costs related to execution within the specified timeframe and location as per Tender Specifications, including fees such as taxes (including VAT), and all other Contractor costs.
- 6. **WE WILL EXECUTE THE CONTRACT** ourselves \*\* / with the participation of subcontractors \*\* (***\*\*strike out whichever does not apply***), who will undertake the following parts of the contract:

**5.1 Scope I** .....

to be performed by .....

(name or full name and contact details of the subcontractor – if known)

**5.2 Scope II** .....

to be performed by .....

(name or full name and contact details of the subcontractor – if known)

***We declare that prior to commencing contract execution, we will provide the names or full names and contact details of the subcontractors and their contact persons for the indicated scopes of work, in cases where they are unknown at the time of tender submission.***

**7. CONCERNING, FOR INSTANCE, ACTIONS REFERRED TO IN ARTICLE 17 OF THE VAT ACT**

If the Contractor submits a tender that, if selected, would lead to a tax liability for the Contracting Authority under the Act of 11 March 2004 on Value Added Tax, for the purpose of applying the price criterion, the Contracting Authority will add the VAT amount that it would be required to account for to the tender price provided.

- 8. In the event that the situation described in point 6 arises, the **Contractor is required to provide the information specified in Chapter 22(10) of the Tender Specifications (to be completed by the Contractor):**

.....

...

.....

...

- 9. We acknowledge that we have read the Tender Specifications, including all appendices, the Draft Contract, any clarifications to the Tender Specifications, and any amendments to the Tender Specifications and its appendices, and we have no objections to them. We accept the terms contained therein and consider ourselves bound by the provisions and rules of the procedure specified.

- 10. We consider ourselves bound by this tender until the date specified in Chapter 16(1) of the Tender Specifications.

**11. I declare that (select accordingly):**

the tender does not contain any trade secrets.;

the following files:

- ..... (specify if applicable)

constitute trade secrets as defined by the Act of 16 April 1993 on combating unfair competition, as demonstrated in the statement contained in the file named .....

**12. Information obligations under Articles 13 or 14 of the GDPR:**

**WE DECLARE** that we have fulfilled the information obligations specified in Chapter 28 of the Tender Specifications and in Articles 13 or 14 of the General Data Protection Regulation (GDPR), with respect to natural persons from whom we have directly or indirectly obtained personal data for the purpose of participating in this public procurement procedure and whose data are disclosed in the documents presented to the Contracting Authority<sup>4</sup>.

**VII. COMMITMENTS IN CASE OF CONTRACT AWARD:**

1. We commit to signing the Contract at the time and place specified by the Contracting Authority.
2. We commit to meeting all requirements necessary for the execution of the Contract.

**VIII. BUSINESS STATUS:**

For the statistical purposes of the Public Procurement Office, please select one of the following options:

<p><b>Type of Contractor</b> <i>(select as appropriate):</i></p>	<p><input type="checkbox"/> micro-enterprise <input type="checkbox"/> small enterprise <input type="checkbox"/> medium-sized enterprise <input type="checkbox"/> sole proprietorship <input type="checkbox"/> individual not engaged in economic activity <input type="checkbox"/> other type (<i>specify</i>): .....</p>
--	---

**IX. ADDITIONAL INFORMATION:**

The following statements and documents are attached **TO THE TENDER**:

1. ....
2. ....

Signatures of persons authorised to make statements of intent on behalf of the Contractor

.....

***The tender must be completed and signed with a qualified electronic signature, trusted profile, or personal signature.***

<sup>4</sup> If the Contractor does not disclose any personal data other than data directly relating to itself or if an exemption to the information obligation applies under Article 13(4) or Article 14(5) of the GDPR, the Contractor is not required to make a statement (the content of the statement should be removed, e.g., by crossing it out).

**STATEMENT OF NO GROUNDS FOR EXCLUSION FROM THE PROCEDURE  
AND FULFILMENT OF THE PARTICIPATION CONDITIONS**

submitted pursuant to Article 125(1) of the Act  
of 11 September 2019 – Public Procurement Law (consolidated text: Dz. U. [Journal of Laws] of 2024, item 1320),  
hereinafter referred to as ‘the Act’,

**I. CONFIRMATION OF NO GROUNDS FOR EXCLUSION**

**THE CONTRACTOR:**

.....  
.....  
(name, address, NIP)

**CONTRACTORS JOINTLY APPLYING FOR THE CONTRACT (IF APPLICABLE):**

**Note: Pursuant to Article 125(4) of the Act, each contractor jointly applying for the contract submits a statement.**

.....  
.....  
(name, address, NIP)

**ENTITY PROVIDING RESOURCES TO THE CONTRACTOR (IF APPLICABLE):**

**Note: This applies to cases where the entity providing resources will not be a subcontractor during contract performance, as well as cases where it will act as a subcontractor.**

.....  
.....  
(name, address, NIP)

1. I declare that I am not subject to exclusion from the public procurement procedure on the grounds of Article 108(1) and Article 109(1)(1), (4), (5), (7) of the Act, and Article 7(1) of the Act of 13 April 2022 on special measures to counteract the support of aggression against Ukraine and to protect national security (Dz. U. [Journal of Laws] of 2023, item 129, as amended).

2. I declare (if applicable) that grounds for exclusion under Article ..., section ..., item ... of the Act apply to me (indicate the applicable grounds for exclusion among those specified in Article 108(1)(1), (2), (5) or Article 109(1)(1), (4), (5), (7)).

In connection with the above circumstance, pursuant to Article 110(2) of the Act, I also declare that I fulfil all of the following conditions by taking the following actions (delete if not applicable, complete as appropriate):

1) I have repaired or committed to repair the damage caused by the offence, misdemeanour, or improper conduct, including through financial compensation, i.e., .....

- 2) I have thoroughly explained the facts and circumstances related to the offence, misdemeanour, or improper conduct and the resulting damages, actively cooperating with the relevant authorities, including law enforcement or the contracting authority, i.e., [REDACTED];
- 3) I have implemented specific technical, organisational, and personnel measures to prevent further offences, misdemeanours, or improper conduct, including:
- a) terminated all ties with individuals or entities responsible for the improper conduct of the contractor, i.e., [REDACTED];
  - b) reorganised personnel, i.e., [REDACTED];
  - c) implemented a reporting and control system, i.e., [REDACTED];
  - d) established internal audit structures to monitor compliance with regulations, internal rules, or standards, i.e., [REDACTED];
  - e) introduced internal regulations on accountability and compensation for non-compliance with regulations, internal rules, or standards, i.e., [REDACTED].

## II. CONFIRMATION OF FULFILMENT OF PARTICIPATION CONDITIONS

### **THE CONTRACTOR:**

**Note: Pursuant to Article 125(1) of the Act, the Contractor submits a statement regarding the fulfilment of participation conditions to the extent necessary for the current procedure (cross out any condition not met by the Contractor).**

.....  
.....

(name, address, NIP)

**I declare that I meet the conditions of participation in the current public procurement procedure as specified by the Contracting Authority in the Tender Specifications.**

### **CONTRACTORS JOINTLY APPLYING FOR THE CONTRACT (IF APPLICABLE):**

**Note: Pursuant to Article 125(4) of the Act, each contractor jointly applying for the contract submits a statement regarding the fulfilment of participation conditions to the extent necessary for the current procedure (cross out any condition not met by the Contractor making the statement).**

.....  
.....

(name, address, NIP)

**I declare that I meet the conditions of participation in the current public procurement procedure as specified by the Contracting Authority in the Tender Specifications.**

### **ENTITY PROVIDING RESOURCES TO THE CONTRACTOR (IF APPLICABLE):**

**Note: Pursuant to Article 125(5) of the Act, the entity providing resources to the Contractor submits a statement to the extent that the Contractor refers to the resources of this entity to demonstrate the fulfilment of the participation conditions in the current procedure (cross out any condition not provided as a resource).**

**Note: This applies to cases where the entity providing resources will not be a subcontractor during contract performance, as well as cases where it will act as a subcontractor.**

.....  
.....

(name, address, NIP)

**I declare that I meet the conditions of participation in the current public procurement procedure as specified by the Contracting Authority in the Tender Specifications.**

**III. DATA PROVIDING ACCESS TO ENTITY-SPECIFIC MEANS OF EVIDENCE REQUIRED BY THE CONTRACTING AUTHORITY IN THE CONTRACT DOCUMENTS (TENDER SPECIFICATIONS)**

In accordance with Article 274(4) of the Act, we indicate the following as correct and up-to-date extracts from the KRS / Central Register and Information on Economic Activity (CEIDG) concerning *(fill in as applicable)*:

- 1) Contractor – available at the internet address: .....
- 2) contractors jointly applying for the contract – available at the internet addresses: ..... and ..... (etc.)
- 3) entity providing resources – available at the internet address: .....

**NOTE:**

***The document must be completed and signed with a qualified electronic signature, trusted profile, or personal signature.***

Signatures of persons authorised to make statements of intent on behalf of the Contractor

.....

**Statement of Affiliation  
or  
or Non-Affiliation with the Same Capital Group**

Regarding the public procurement procedure conducted by the basic tender procedure entitled: **Provision of an Electronic Auction System (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance:**

.....  
(Contractor's Name)

I hereby declare that:

**\*) I am not affiliated** with the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (consolidated text: Dz. U. [Journal of Laws] of 2023, item 1689, as amended) as any other Contractor who submitted a separate bid in this public procurement procedure;

**\*) I am affiliated** with the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (consolidated text: Dz. U. [Journal of Laws] of 2023, item 1689, as amended) as another Contractor listed below, who submitted a separate bid in this public procurement procedure:

- 1) .....
- 2) .....

Additionally, I submit the following documents or information confirming the independent preparation of the bid from the aforementioned Contractor<sup>5</sup>:

- 1) .....
- 2) .....

Signatures of persons authorised to make statements of intent on behalf of the Contractor

.....

**The document must be completed and signed with a qualified electronic signature, trusted profile, or personal signature.**

\*Delete as appropriate

<sup>5</sup> Along with the statement of affiliation with the same capital group as another Contractor who has submitted a separate or partial bid in this public procurement procedure, the Contractor shall attach documents or information confirming that the connections with this Contractor do not result in a distortion of competition.

**Draft Contract**

The Draft Contract draft is available in a separate file.

**Statements by Contractors jointly applying for the contract as per Article 117(4) of the PPL Act**

On behalf of the Contractors jointly applying for the contract entitled: **Provision of an electronic auction system (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance.**

No	Contractor's Name/Full Name	Scope of Activities
1.	<i>Contractor 1</i>	
2.	<i>Contractor 2</i>	

Signatures of persons authorised to make statements of intent on behalf of the Contractor

.....

***The document must be completed and signed with a qualified electronic signature, trusted profile, or personal signature.***

**NOTICE:**

Instead of this Form, other documents may be provided, particularly regarding:

1. the scope of resources available to the Contractor from the entity providing resources;
2. the method and period of making resources available to the Contractor and utilising these resources in performing the public contract;
3. whether and to what extent the entity providing resources, on whose capacities or experience the Contractor relies to meet participation conditions concerning professional qualifications or experience, will deliver services related to those specific capacities.

**Commitment by the entity to make the necessary resources available to the Contractor for contract performance**

Making available to the Contractor applying for the public contract, the necessary resources for the period of their use in the performance of the contract titled: **Provision of an electronic auction system (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance.**

**DATA OF THE ENTITY PROVIDING RESOURCES:**

Name / Full Name: .....

Address: .....

Phone: ....., Fax: .....

email: .....

Acting under Articles 118(1) and (2)<sup>6</sup> of the PPL Act, I declare a commitment to provide the following resources to the Contractor:

**CONTRACTOR DATA:**

Name / Full Name: .....

Address: .....

Phone: ....., Fax: .....

email: .....

a) Below are the resources necessary for contract performance:

---

<sup>6</sup> According to Article 118(1) and (2) of the Act, the Contractor may rely on the technical or professional capacities or the financial or economic standing of entities providing resources, regardless of the legal nature of the relationships connecting them. A Contractor who relies on the capacities or standing of entities providing resources must submit, along with the request to participate in the procedure or, as appropriate, with the tender, a commitment from the entity providing resources to make the necessary resources available for the performance of the contract, or another entity-specific means of evidence confirming that the Contractor, in executing the contract, will have access to the necessary resources of these entities.

.....

(description of resource – specify the reliance on technical or professional capacity or financial or economic standing)

**(NOTICE: The provision of resources to the Contractor by the entity in the field of technical or professional capacity implies the obligation of this entity to participate in the contract performance)**

b) the scope of resources available to the Contractor from the entity providing resources<sup>7</sup>:

.....

c) the method and period of making resources available to the Contractor and utilising these resources in performing the public contract

.....

d) whether and to what extent the entity providing resources, on whose capacities or experience the Contractor relies to meet participation conditions concerning professional qualifications or experience, will deliver services related to those specific capacities

**(NOTE: This applies in cases where resources in the field of technical or professional capacity are provided to the Contractor)**

.....

e) the nature of the relationship between the contractor and the entity providing the resources

.....

Signatures of persons authorised to make statements of intent on behalf of the Contractor

.....

**The document must be completed and signed with a qualified electronic signature, trusted profile, or personal signature.**

<sup>7</sup> it is necessary to specify the resources accordingly, such as the names of individuals qualified to perform the contract, the amount of financial resources, the name of the project/task, etc.

**List of services**

Contractor's Name: .....

Contractor's Address: .....

Regarding the public procurement procedure conducted by the basic tender procedure entitled: **Provision of an Electronic Auction System (EAS) for the purposes of conducting a frequency reservation auction by the President of the Office of Electronic Communications, including training on the use of the EAS, consultancy, and dedicated technical assistance:**

I declare that to confirm compliance with the participation condition, I present the following list of services:

No	Description of the Subject of the Contract	Contract Value in PLN gross	Place and Dates of Execution (place, start/end date: day, month, year)	Entity for which the Contract was or is being performed (Contracting Authority) (name, address)	Contractor (name, address)*
1	2	3	4	5	6
1					
...					

\* **Column 6** should only be completed if the Contractor of the contract was/is the entity providing resources related to professional capacities, as specified in the commitment to make the resources available (**Appendix 7 to the Tender Specifications**). If the Contractor is/was the entity submitting the tender, **this column should be left blank.**

**Note: For all the contracts listed above, evidence<sup>8</sup> confirming that they were or are being duly performed must be attached to the list.**

Signatures of persons authorised to make statements of intent on behalf of the Contractor

.....

***The document must be completed and signed with a qualified electronic signature, trusted profile, or personal signature.***

<sup>8</sup> For the definition of evidence, see Chapter 11 of the Tender Specifications.