

REQUEST FOR TENDERS

" Lease of Hardware with Software, necessary for providing security services for OSE"

Procedure ref. ZZ.2131.218.2018.TKI[OSE2018]

Approved by:

Awarding Entity's signature

Warsaw,July 2018

I. Name and address of Awarding Entity

Naukowa i Akademicka Sieć Komputerowa Państwowy Instytut Badawczy (*Research and Academic Computer Network – National Research Institute*, hereinafter "NASK" or "Awarding Entity")

ul. Kolska 12, 01-045 Warsaw, Poland

Tel.: +48 223808200 Fax: +48 223808391

E-mail: zakupy.ose@nask.pl

Website address: www.nask.pl

II. Rules of Procedure

1. This request for tenders (hereinafter "Procedure" or "RFT") is carried out in a manner ensuring transparency, fair competition and equal treatment of Contractors.
2. As the subject matter of this contract involves the type of contract referred to in Article 4.10.(c) of the Polish Act (29 January 2004) "Public Procurement Law" (Polish Journal of Laws: Dz.U. 2017. 1579, as amended), hereinafter "Law", the provisions of the Law do not apply to this Procedure.
3. The rules of the Procedure are set forth in this RFT.
4. The Procedure will be conducted in Polish.

III. Subject matter of the contract

1. The subject matter of the contract is the System intended to facilitate the use and the provision of Services within the National Educational Network ("OSE Network"): Instructional, Support and Technical Assistance Services – to be rendered under the terms and in the manner set forth in the Agreement Heads of Terms ("AHT") – enclosed in RFT Exhibit 4, and in the Detailed Contract Specification ("DCS") – enclosed in RFT Exhibit 3.
2. Subject to section 3 below, the contract will be implemented in two stages:
 - a) Stage 1 – the Contractor will Implement the System as necessary to handle 2,400 schools and 20 Gbps of Internet traffic, with full control (SSL decryption and encryption) of the encrypted traffic going through the Hardware; and provide the Instructional services;
 - b) Stage 2 – the Contractor will expand the System as necessary to handle 4,400 schools in total and 36 Gbps of Internet traffic, with full control (SSL decryption and encryption) of the encrypted traffic going through the Hardware;
 - c) The Contractor shall provide Support and the Technical Assistance Services throughout the entire effective term of the Agreement.
3. During the effective term of the Agreement, the Awarding Entity shall request the Contractor in writing to implement Stage 2.
4. OSE Network is a public telecommunications network used to provide public telecommunications services to educational institutions. The OSE Network operator is NASK, in accordance with the Polish Act (27 October 2017) on the National Educational Network (Polish Journal of Laws: Dz. U. 2017. 2184).
5. Common Procurement Vocabulary (CPV) code for the subject matter of the contract:
 - 32000000-3 - Radio, television, communication, telecommunication and related equipment
 - 32500000-8 - Telecommunication equipment and supplies
 - 32520000-4 - Telecommunication cables and equipment
 - 32524000-2 - Telecommunication system

- 72253200-5 System support services
 - 72000000-5 IT services: consulting, software development, Internet and support
 - 72611000-6 Technical support services
 - 72253200-5 System support services
6. **Contract completion date** 12 months from the date of System Acceptance confirmed with an acceptance report, including:
- Stage 1 – to be implemented within 24 days of Agreement execution;
- Stage 2 – to be implemented within 24 days of the Contractor receiving the System expansion request, according to Article 2. 3 of AHT (RFT Exhibit 4);
- The Contractor will provide Support and Technical Assistance Services throughout the entire effective term of the Agreement;
- Precise dates for the execution of the Contractor's obligations at each Stage are specified in DCS.
7. **The Awarding Entity informs that the maximum contract budget will be PLN 901,590.00, including VAT.**
8. The Awarding Entity does not require the Contractor to perform the contract milestones personally. The Awarding Entity allows subcontractors to be used during the performance of the contract.
9. "Subcontractor" means a subcontractor hired under a subcontract agreement, and "subcontract agreement" means a written agreement concluded for a remuneration payable for certain services which this contract involves, by and between the Contractor selected by the Awarding Entity and a third party (the subcontractor).
10. The Contractor is required to specify parts of the contract in the Tender Form (RFT Exhibit 1) that are expected to be subcontracted, including details of the subcontractor companies.

IV. Eligibility criteria and the assessment thereof, exclusion criteria, declarations and documents certifying the meeting of eligibility criteria and non-applicable exclusion criteria:

1. **The Awarding Entity does not pose any participation criteria.**
2. **The Awarding Entity will exclude the Contractor from the Procedure, if:**
 - 1) **a liquidation procedure has been started for the Contractor;** a court approved a creditor composition in a restructuring procedure that involves repayment from the Contractor's assets; a court ordered liquidation of the Contractor's assets based on Article 332. 1 of the Act (15 May 2015) "Restructuring Law" (Polish Official Journal: Dz.U. 2017. 1508); or the Contractor has declared bankruptcy, except when the Contractor made a creditor composition approved by a non-appealable court decision (unless such composition involves repayment by liquidation of the bankruptcy estate, save for the type of liquidation provided for in article 366. 1 of the Act (28 February 2003) "Insolvency Law" (Polish Official Journal: Dz. U. 2017.2344).
3. To prove that exclusion criteria do not apply to the Contract, according to Chapter IV.2.(1), the Contractor will submit the following documents:
 - 1) **Official copy of a commercial register (KRS/CEIDG)** insofar as separate regulations require such registrations.
 - 2) **Documents to be submitted by foreign entities:**
 - a. If the Contractor has its registered office or domicile outside the territory of the Republic of Poland, then instead of the documents referred to in the above point, the Contractor will submit a document or documents issued in the country of such registered office or domicile, each certifying respectively that there has been no liquidation procedure started or bankruptcy announced, issued not earlier than within 6 months before the tender submission deadline.

- b. If in the country of the Contractor's registered office or domicile no such documents referred to above in (a) can be issued, they will be replaced with a document containing a declaration made by the Contractor (including specification of person/s authorised to represent the Contractor) before a notary, a relevant court or public administration body, or before a relevant professional/economic self-government body, applicable to the Contractor's registered office/domicile. Such document must be issued at most within 6 months prior to the tender submission deadline.

4. The Contractor is not required to submit the declarations or the documents referred to above in section 3 insofar as the Awarding Entity is able to obtain them from free-of-charge and generally-accessible databases, in particular the public registers mentioned in the Polish Act (17 February 20) on digitization of operations of public service providers (Polish Official Journal: Dz. U. 2017. 570 as amended).

If the Contractor does not submit a declaration or a document referred to above together with the Tender, then the Contractor will specify it in section 9 of the Tender and include information about the database source.

5. The fulfilment of the above criteria will be assessed on "pass or fail" basis.
6. Contractors can apply jointly for the contract.
 - 1) In such case, none of the applying Contractors can fall under the exclusion criteria referred to in Chapter IV.2.(1);
 - 2) In the case of contractors applying jointly for the contract, the document referred to in Chapter IV.3.(1) will be submitted by each of the contractors separately.

V. Statements and documents confirming the meeting of the Awarding Entity's requirements

In order to confirm that the submitted tenders meet the requirements specified by the Awarding Entity, the Contractor shall include with its tender the "Contract Compliance Declaration" form in accordance with the template constituting Exhibit 6 to RFT which will confirm (on preliminary basis) the compliance of the proposed solution with the technical requirements specified in RFT Exhibit 3 (DCS).

VI. Tender preparation

1. The Contractor can submit one tender only. If the Contractor submits more than one tender, all tenders of the Contractor will be rejected.
2. The Contractor will submit a tender compliant with the RFT requirements. The contents of the tender must conform to the RFT contents.
3. The Awarding Entity does not allow partial tenders or variants.
4. A tender must contain the following:
 - 1) **Tender Form**, filled in and signed – based on the form attached in RFT Exhibit 1.
 - 2) **Price Form**, filled in and signed – based on the form attached in RFT Exhibit 2.
 - 3) **Contract Compliance Declaration**, filled in and signed – based on the form attached in RFT Exhibit 6, which will confirm (on a preliminary basis) the compliance of the proposed solution with the technical requirements specified in RFT Exhibit 3 (DCS).
 - 4) **Official copy of a commercial register (KRS/CEIDG)** insofar as separate regulations require such registrations or else the Contractor needs to provide the declaration as referred to in RFT Chapter IV.4, in section 9 of the Tender Form.
5. If part of the tender is reserved as a **trade secret**, the Contractor will need to enclose relevant explanations to the tender in order to demonstrate that the reserved information is considered trade

secret as referred to in unfair competition regulations. The Contractor cannot reserve as such the information referred to in RFT Chapter VII.7.

6. **A tender must be made in writing, or else shall be null and void.**
7. The **tender and its attachments** (including later changes and, if any, the tender cancellation notice addressed to the Awarding Entity) will be **signed by the person authorised to represent the Contractor**, according to the method of legal representation specified in the official register or another document applicable to a given legal form of the Contractor's enterprise, or by its duly authorised representative.
8. If the person(s) signing the tender is authorised based on a power of attorney, the PoA document must be drawn up specifically and expressly for this purpose. The original document or the notarised copy of the **tender signatory's PoA** will be enclosed to the tender, unless such signatory authorisation results from other documents already submitted by the Contractor.
9. In the case of **contractors applying jointly**, they will appoint an attorney to represent them in this Procedure or both in this Procedure and at the execution of the final agreement. The original document or the notarised copy of such PoA will be enclosed to the tender.
10. **The tender and its attachments will be made in Polish.** Every foreign language document found in the tender will be submitted together with its translation into Polish. In the case of any doubts, the Polish version shall prevail.
11. The Contractor pays all costs related to tender preparation and submission.

VII. Tender submission place and time

1. The tender together with all declarations and documents will be submitted to the Awarding Entity's registered office based in Warsaw.

Place:	Naukowa i Akademicka Sieć Komputerowa – Państwowy Instytut Badawczy ul. Kolska 12, 01-045 Warsaw, Poland
Deadline:	byAugust 2018 noon.

2. The Awarding Entity may extend the time limit for submissions. If applicable, such information will be published at the website where this RFT was published.
3. The Contractor will place its tender in an opaque and securely sealed envelope. The envelope will be addressed and marked as follows:

**Naukowa i Akademicka Sieć Komputerowa - Państwowy Instytut Badawczy
ul. Kolska 12, 01-045 Warsaw, Poland**

Tender for Contract:

"Lease of Hardware with Software, necessary for providing security services for OSE"

Do Not Open before August 2018, noon.

Procedure ref. ZZ.2131.218.2018.TKI[OSE2018]

plus details of Contractor/Contractors jointly applying for the contract

4. The Contractor can change and/or cancel its tender but only before the submission deadline set forth by the Awarding Entity. Such change or cancellation must be made in writing, or else it shall be null and void. The tender change or cancellation notice must be packed and address like the tender itself. However, the envelope must also contain the word "**CHANGE**" or "**CANCELLATION**". The tender change or cancellation notice must be accompanied by relevant documents to prove that the notice was signed by the Contractor's authorised representative.
5. A tender received by the Awarding Entity after the submission deadline will not be processed and will be promptly returned to the Contractor.
6. The Awarding Entity will open and assess submitted tenders after the submission deadline. The Awarding Entity will not open the tenders publicly.
7. Once opened, the notice about the submitted tenders will be published at the website where this RFT was published, including names and addresses of Contractor(s) who submitted tender(s) timely and the proposed total prices.

VIII. Contractor communication

1. In this Procedure, all Contractor tenders and their attachments, tender changes, tender cancellation notices must be **submitted in writing, and all power-of-attorney documents must be submitted as original or notarised copies.**
2. The Awarding Entity's requests and other declarations, requests, notices and information exchanged between the Awarding Entity and the Contractor will be transmitted via electronic means of communication, with one party to promptly confirm receipt to the other party at the latter's request.
3. The Awarding Entity requires that the entire correspondence concerning this Procedure be made in Polish.
4. The person authorized to contact the Contractor is: **Tomasz Kiełbus, email: zakupy.ose@nask.pl.**
5. The Contractor can request the Awarding Entity to explain RFT contents by submitting such request to the address specified in section 4 above.
6. The Awarding Entity is required to provide explanation provided that the Contractor's RFT explanation request reaches the Awarding Entity by the end of the half-way point before the submission deadline. If the Awarding Entity receives such RFT explanation request after the time referred to above or the request concerns explanations already provided, the Awarding Entity will be able to either provide such explanations or ignore such request.
7. The Awarding Entity will publish its explanation and questions (without details of the requester) at the website where this RFT was published.
8. The Awarding Entity may modify the RFT contents prior to the tender submission deadline. If applicable, such information will be published at the website where this RFT was published.
9. The Awarding Entity will extend the submission deadline by such period as necessary to implement changes to tenders, to the extent required by the modifications.

IX. Price calculation

1. The Contractor will calculate the total price specified in section 3 of Tender Form (RFT Exhibit 1) based on the Price Form (RFT Exhibit 2). In the Price Form the Awarding Entity has specified limits: total price

percentage of Stage 1 and Stage 2 – 65% and 35%, respectively. A tender will be rejected if the total price percentage is different than that specified by the Awarding Entity.

2. The Awarding Entity stipulates that the **planned contract budget is the maximum total (incl. VAT) remuneration for the Contractor in exchange for the Services which are the subject matter of this contract.**
3. All prices will be given in PLN, down to two decimal places.
4. **For the total price and each unit price specified in the Price Form,** the Contractor will include all costs as necessary for the proper and full completion of the contract as well as all fees and taxes under legal regulations.
5. If the Awarding Entity receives a tender which, if selected, causes tax liabilities due from the Employer under VAT regulations, then in order to evaluate the tender the Awarding Entity will add VAT otherwise due from it under such regulations to the price stated in such tender. When submitting the tender the Contractor will notify the Awarding Entity whether its selection will lead to tax liabilities for the Awarding Entity, including the name (type) of goods or services that, if supplied, will cause tax liabilities to be due from the Awarding Entity, and their value net of VAT.
6. All settlements between the Awarding Entity and the Contractor will be conducted in PLN.

X. Tender analysis, scoring, Contractor exclusion and tender rejection

1. The Awarding Entity may request Contractors to explain their tenders and attachments. Once submitted, no negotiations of the tender are allowed between the Awarding Entity and the Contractor, and no changes can be made (except as provided in section 6 below).
2. The Awarding Entity may request the Contractor to provide explanations (including further evidence) concerning price formula, if the proposed price or its key components appear grossly underestimated considering the contract and cause the Awarding Entity to doubt whether the contract could be completed in compliance with the Awarding Entity's or statutory requirements. The burden of proving whether the tender is free of gross underestimations will be on the Contractor.
3. The Awarding Entity may request the Contractor once to supplement or rectify defective statements and documents.
4. If the Contractor did not submit the required power-of-attorney documents or if they are defective, the Awarding Entity will request the Contractor to submit them, unless the Contractor's tender would need to be rejected or the procedure cancelled after their submission.
5. As regards the requests referred to in sections 1, 2 and 4 above, the Awarding Entity reserves the right to make multiple requests to the Contractor.
6. The Awarding Entity will rectify the following errors in the tender:
 - 1) obvious spelling errors;
 - 2) obvious calculation errors, including financial effects of such corrections;
 - 3) other errors causing non-conformance of the tender with RFT but not any major changes to the tender contents;– the Awarding Entity will promptly notify the Contractor whose tender was corrected.
7. The Awarding Entity will exclude any Contractor who cannot prove that there are no grounds for exclusion referred to in RFT Chapter IV.2. If a Contractor is excluded, its tender will be rejected.
8. The Awarding Entity will reject a Contractor's tender, if:
 - 1) its contents do not reflect the RFT, except as stated in section 6.3 above;
 - 2) its submission leads to unfair competition, as defined in the unfair competition regulations;
 - 3) the tender specifies a price that is grossly underestimated considering the contract;

- 4) the tender is submitted by the excluded Contractor;
- 5) the tender contains errors in price calculation;
- 6) the Contractor does not provide consent to the correction referred to in section 6.3 above by the date indicated by the Awarding Entity in its notice;
- 7) the tender is invalid according to separate regulations;
- 8) The Contractor does not extend the effective period of the tender as referred to in RFT Chapter XIII.2;
- 9) The Contractor changes the total price percentage of Stages 1 and 2 as indicated in the Price Form table (RFT Exhibit 2);
- 10) the Contractor does not submit the security deposit referred to in RFT Chapter XII.
- 11) the total price exceeds the value specified in RFT Chapter III.7.
- 12) The Contractor does not start the tests referred to in RFT Chapter XI.5 by the date specified by the Awarding Entity.

XI. Tender scoring criteria

1. The Awarding Entity will select the most advantageous tender based on **total price**:

Ref.	Criteria name	Weight (%)
1	Total price	100

The Awarding Entity will assign points for the tender scoring criteria, with 1% equal to 1 point.

2. The **total price** score is calculated as follows:

$$\frac{\text{Total price of the cheapest tender}}{\text{Total price of the given tender}} \times 100 = \text{points}$$

The maximum number of points a tender can receive is 100.

3. The score for the above criteria will be calculated down to two decimal places.
4. The Awarding Entity will score tenders according to their compliance with the above after conducting the tests referred to in section 5 below.
5. All Contractors:
 - 1) who were not excluded,
 - 2) whose tenders were not rejected (also after the Contractor confirming on preliminary basis that the proposed solution complies with the technical requirements specified in RFT Exhibit 3 (DCS) – based on the **Contract Compliance Declaration** in the form of RFT Exhibit 6),
 - 3) whose tenders have prices fitting the planned maximum budget for the contract (RFT Chapter III.7),

will be invited to participate in tests. Within a time limit to be indicated by the Awarding Entity (not shorter than 7 days after the distribution of invitations), the Contractor must deliver a test environment. The test environment must comply with the System requirements specified in DCS (RFT Exhibit 3) and will be configured in line with the Awarding Entity's guidelines specified in the test scenario (RFT Exhibit 5).

System configuration guidelines can also be provided together with the Awarding Entity's request referred to above.

The Contractor is required to participate in the tests. After the tests, the Awarding Entity will provide the Contractor with a test report.

6. The tests referred to in section 5 above will cover all Contractors referred to in section 5 at the same time.
7. If the tested solution returns results other than positive, the Awarding Entity will reject the Contractor's tender as noncompliant with the technical requirements of RFT Exhibit 3 (DCS) or the test scenario of RFT Exhibit 5, based RFT Chapter X.8.(1).
8. Next, the Awarding Entity will score the tenders of the Contractors whose test results were positive according to section 5 above, in accordance with tender scoring criteria referred to in section 1 above, i.e. **"total tender price"**.
9. **The best tender will be the one meeting all of the following conditions:**
 - a) meets all requirements specified in RFT;
 - b) is not rejected;
 - c) receives positive test results (section 5 above);
 - d) receives the highest number of points for the above tender criteria;
10. If the contracting procedure involves only one criterion (tender price) and no single most advantageous tender can be selected because two or more equally priced tender were submitted, the Awarding Entity will request such Contractors to submit supplemental tenders by a date to be indicated by the Awarding Entity. In the supplemental tenders, the Contractors will not be able to propose higher prices than already offered in their original tenders.
11. The Awarding Entity will publish information about the most advantageous tender selected at the website where this RFT was published.
12. The Awarding Entity will award the contract to the Contractor that meets all RFT requirements and receives the highest number of points.

XII. Security deposit requirements.

1. The tender must be secured with a deposit of PLN 20,000.00.
2. The security deposit must be submitted prior to the tender submission deadline. The deposit will be valid throughout the entire effective period of the tender.
3. The deposit can be submitted in one or various forms:
 - a) cash;
 - b) bank guarantee;
 - c) insurer's guarantee.
4. A deposit made in cash will be transferred to the Awarding Entity' bank account: 28 1750 0009 0000 0000 0094 9997. The cash deposit needs to be credited to the above account by the tender submission deadline.
5. The Awarding Entity will store the cash deposit on a bank account.
6. If the security deposit has the form of guarantee, such guarantee will cover all events causing the Contractor's deposit to be forfeit as referred to in Chapter XII.13.
7. The guarantee will contain an unconditional and irrevocable obligation for the issuer to pay the deposited sum to the Awarding Entity.
8. In the case of a foreign language guarantee, the Awarding Entity will require that its translation into Polish is submitted as well.
9. For a cash deposit, it is recommended to enclose bank transfer confirmation with the tender.

10. For a non-cash deposit, an original document will need to be attached to the tender.
11. The Awarding Entity will return the security deposit:
 - a) to all Contractors – immediately as soon as the most advantageous tender is selected or the contracting procedure invalidated (except for the Contractor whose tender was selected as the most advantageous one);
 - b) to the Contractor whose tender was selected as the most advantageous one – immediately as soon as the agreement is concluded and the related performance security (if required) established, unless the security deposit made in this Procedure will be credited to such agreement performance security;
 - c) immediately upon a written request from the Contractor who cancelled its tender prior to the tender submission deadline.
12. The Awarding Entity will return the cash deposit, including interest accrued under the related account agreement concerning the account used to store it, less any account charges and bank fees for money transfers to the account indicated by the Contractor. In its tender, the Contractor will indicate the bank account number where the security deposit is to be returned.
13. The Awarding Entity can retain the security deposit if the Contractor whose tender was selected:
 - a) cancels the tender after the tender submission deadline;
 - b) refuses to sign a public procurement agreement under terms as specified in the tender;
 - c) fails to submit the required agreement performance security;
 - d) the conclusion of the public procurement agreement becomes impossible for reasons attributable to the Contractor.

XIII. Tender effective period:

1. The tender will be effective for the Contractor for a period of 60 days. The tender becomes effective with the tender submission deadline.
2. By its own initiative or at the Awarding Entity's request, the Contractor may extend the effective period of the tender prior to the tender submission deadline.
3. Refusal to give consent as referred to in section 2 above will not cause forfeiture of the security deposit.
4. The effective period of the tender can be extended only with simultaneous extension of the validity of the security deposit or (if not possible) submission of a new deposit covering such extended effective period of the tender. If the effective period of the tender is extended after the most advantageous tender was selected, then such requirement to submit the new security deposit or extend its validity will apply only to the Contractor whose tender was selected as the most advantageous one.

XIV. Formalities prior to the conclusion of the agreement:

1. If the selected Contractor refuses to sign the agreement with the Awarding Entity or fails to establish the required agreement performance security, the Awarding Entity will be able to sign the agreement with the next Contractor who received the next highest score in the Procedure.
2. The Contractor will establish the agreement performance security according to RFT Chapter XVII.

XV. Agreement Heads of Terms

The heads of terms are enclosed in RFT Exhibit 4.

XVI. Procedure cancellation

1. The Awarding Entity will cancel the procurement procedure, if:

- 1) no tenders are submitted other than cancellable ones;
 - 2) the Awarding Entity decides to cancel the Procedure due to its own interests;
 - 3) the Procedure grossly violates the rules set forth in RFT;
 - 4) this Procedure features an irreparable defect preventing the agreement from being concluded.
2. The Awarding Entity may cancel the Procedure, if the EU/Polish funding to be used to finance the entire contract or its part was not finally awarded to the Awarding Entity.
 3. The Awarding Entity will publish information about the cancelled Procedure at the website where this RFT was published.

XVII. Agreement performance security

1. The Contractor must submit an agreement performance security by the date of signing the agreement.
2. The security will be equivalent to **10%** of the Contractor's cumulative total remuneration (incl. VAT) as specified in the agreement.
3. The security will cover claims arising from non-performance or improper performance of the agreement, including contractual penalties/liquidated damages payable to the Awarding Entity, and claims for damage or loss of the Hardware and infrastructure as the Awarding Entity may make available to the Contractor for the purposes of the agreement.
4. The Contractor may choose the form of the security among the following:
 - 1) cash;
 - 2) bank guarantee;
 - 3) insurer's guarantee.
5. For cash security, the Contractor may agree to credit the security deposit from the Procedure towards the agreement performance security.
6. In the case of non-cash security established prior to the signing of the agreement, the Contractor will submit its document first for approval by the Awarding Entity.
7. The Awarding Entity will return the agreement performance security to the Contractor within 30 days of the date when the contract becomes duly executed in the opinion of the Awarding Entity.

XVIII. GDPR Article 13/14 notice for contract purposes

According to Article 13 or Article 14 of the 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, and repealing Directive 95/46/EC (General Data Protection Regulation, OJ L 119 of 04.05.2016, page 1), hereinafter "GDPR":

1. The controller of your personal data is Naukowa i Akademicka Sieć Komputerowa - Państwowy Instytut Badawczy, with its registered office in Warsaw, with the main place of business at: ul. Kolska 12, 01-045 Warsaw, registered with the District Court for Warsaw, 13th Commercial Division of the National Court Register, registration number (KRS): 0000012938, Polish business statistics number (REGON): 010464542, Polish tax number (NIP): 521-04-17-157 (hereinafter "NASK – PIB");
2. NASK – PIB appointed a data protection supervisor who can be contacted at: inspektorochronydanych@nask.pl;
3. Your personal data can be processed based on:
 - a) Article 6. 1.(c) of GDPR (processing necessary for compliance with a legal obligation to which the controller is subject), to the extent and for a period specified therein, for the following purpose:
 - to handle a public procurement award procedure based on the principles set forth in the Polish Act of 29 January 2004 "Public Procurement Law" (Polish Official Journal: Dz. U. 2017. 1579, and 2018), hereinafter "PPL";

or

- to handle a public procurement award procedure for a contract co-financed with the European Regional Development Fund (Operational Programme Digital Poland for 2014-2020, hereinafter "OPDP"), in particular to verify the eligibility of expenditures and ensure support, monitoring, evaluation, control, audit and reporting, and informational/promotional activity within the framework of OPDP.
- b) Article 6. 1.(b) of GDPR (processing necessary for the performance of an agreement to which the data subject is party or in order to take steps at the request of the data subject prior to entering into an agreement), to the extent necessary in order to conclude and perform the agreement with NASK – PIB – and the data will be processed throughout the procurement award procedure and during the performance of the agreement.
- c) Article 6. 1.(f) of GDPR (processing necessary for the purposes of the legitimate interests pursued by the controller or by a third party), for the following purposes:
 - to verify the proper performance of the agreement, to seek claims, and to process objections, complaints, objections and reported issues –the data will be processed throughout the effective period and during the performance of the agreement, the period of seeking claims under the agreement, or until officially time barred;
 - to conduct audit and controlling procedures –the data will be stored for five years after completing such audit or controlling procedures;
 - to archive the documentation related to agreement conclusion and performance –the data will be processed throughout the period required under the legal regulations applicable to NASK.
- 4. The recipients of your personal data can be:
 - a) individuals or entities to whom the Procedure documentation is made available, based on Article 8 and Article 96. 3 of PPL;
 - b) entities performing evaluations at the request of the Managing Institution, the Intermediary Institution or a beneficiary – your personal data can be made available also to specialist audit and controlling providers of such institution or such beneficiary under OPDP;
 - c) public units – in the events specified in the legal regulations, especially supervisory authorities and public control units;
 - d) entities processing such personal data on behalf of NASK – PIB by providing it with technical services, supporting NASK – PIB telecommunications network, NASK – PIB IT systems, providing it with IT tools, supplying audit services, legal assistance; and other personal data controllers (e.g. postal/courier service providers).
- 5. Upon a request from third parties, NASK – PIB will provide the personal data to the extent necessary for the legitimate interest of such third parties (e.g. court defence of third-party's interest protected under the law). NASK – PIB will provide the personal data also to courts and competent authorities upon their request, according to applicable legal regulations.
- 6. The personal data will not be transferred to a third country or to any international organisation.
- 7. No automated decision making (GDPR Article 22) will be applied to your personal data.
- 8. You are entitled to:
 - a) pursuant to GDPR Article 15: the right to request access as the data subject;
 - b) pursuant to GDPR Article 16: the right to request rectification of your personal data;
 - c) pursuant to GDPR Article 17: the right to request erasure of your personal data;
 - d) pursuant to GDPR Article 18: the right to request the controller to restrict the processing of your personal data, however except for the events referred to in Article 18. 2 of GDPR;
 - e) pursuant to GDPR Article 20: the right to request portability (transfer) of your personal data;
 - f) pursuant to GDPR Article 21: the right to object against the processing of your personal data.
- 9. You can lodge a complaint with the President of the Polish Data Protection Office (UODO) whenever you believe that the processing of your personal data violates GDPR regulations.
- 10. Your personal data were obtained directly from you as the data subject or from publicly accessible sources.

XIX. RFT Exhibits:

RFT Exhibit 1 – Tender Form (translation not available)

RFT Exhibit 2 – Price Form (translation not available)

RFT Exhibit 3 – Detailed Contract Specification

RFT Exhibit 4 – Agreement Heads of Terms

RFT Exhibit 5 – Test Scenario

RFT Exhibit 6 – Contract Compliance Declaration