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**THIS TRANSLATION IS UNOFFICIAL AND DOES NOT REPRESENT A LEGAL
BINDING TENDER DOCUMENTATION**

TENDER DOCUMENTATION

**SELECTION OF TENDERER TO DELIVER PROFESSIONAL CONSULTING
SERVICES AND ACCESS TO THE SOFTWARE FOR THE IMPLEMENTATION OF
COMPLEX MULTIOBJECT MULTIROUND ELECTRONIC AUCTION FOR
AWARDING RADIO FREQUENCIES IN THE 800 MHz, 900 MHz, 1800 MHz,
2100MHz AND 2600 MHz FREQUENCY BANDS**

C O N T E N T

GENERAL PART:

- INSTRUCTIONS TO TENDERERS FOR OFFER PREPARATION

SPECIAL PART:

- Offer (Form 1)
- Pro forma invoice (Form 2)
- Contract Sample (Form 3)
- Declaration of Suitability (Form 4)
- Authorization for the acquisition of personal data (Form 5)

- TECHNICAL SPECIFICATIONS

INSTRUCTIONS TO TENDERERS FOR OFFER PREPARATION

I. GENERAL

1. Information about the Contracting Authority

Post and Electronic Communications Agency of the Republic of Slovenia, Stegne 7, 1000 Ljubljana, Slovenia

2. Type of Procedure

The Contracting Authority will conduct open procedure in accordance with the Article 25 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 12/2013 – UPB5; hereinafter: ZJN-2).

3. Subject of the Public Procurement

Subject of the Public Procurement is to choose the Tenderer to deliver professional consulting services and access to the software for the implementation of complex multiobject multiround electronic auction for awarding radio frequencies in the 800 MHz, 900 MHz, 1800 MHz, 2100 MHz and 2600 MHz frequency bands.

The subject of this procedure is described in detail in the Technical Specifications, which are part of this Tender Documentation.

4. The Right to participate

Any legal or natural person who is registered for the activity that is the subject of this Public Procurement and who provides consulting services in the field of mobile industries and/or regulatory affairs and has all the required permission to perform this Procurement can participate in this Procurement procedure.

Tenderers may submit only one bid.

4.1. Foreign Tenderers

Tenderers located in a foreign country have to fulfil the same conditions as Tenderers based in the Republic of Slovenia.

Tenderers who are not established in Slovenia, shall submit proof of suitability referred to in point 12. of the Chapter II of this Instructions.

Where the country in which the Tenderer is established does not issue documents required by paragraph 12.1., 12.2. and 12.3. of the Chapter II of this Instructions, the Contracting Authority may accept a declaration under oath by witnesses or a declaration under oath by the Tenderer's legal representative. Such declaration shall be made before a competent judicial or administrative authority, a notary or a competent professional or legal entity in the country where the Tenderer is established.

4.2. Acting with Subcontractors

The Tenderer may itself carry out the public Procurement in full or performed by Subcontractors. In the case of the Contract with Subcontractors, **the Tenderer shall indicate all Subcontractors (name, full address, registration number, VAT number and bank account) and part of the Contract, which will be performed by a single Subcontractor (item, quantity, value, location and time of execution of these works).** The above Information shall be provided by the Tenderer in their own form.

The Tenderer is aware that direct payments to Subcontractors by the Contracting Authority are in accordance with the seventh paragraph of Article 71 of the ZJN-2. For the implementation of direct payments the Tenderer shall attach to his invoice invoices or situations of Subcontractors, which had previously been approved by the Tenderer.

The Tenderer shall in his Offer authorize the Contracting Authority to make direct payments to the Subcontractor on the basis of the invoice, while the Subcontractor is obliged to give his consent for direct payments.

The Tenderer performing the Contract with one or more Subcontractors, shall have at the conclusion of the Contract with the Contracting Authority or during the implementation of the Contract, Contracts with Subcontractors. The Subcontractor shall provide the Contracting Authority a copy of the Contract he entered into with his customer (Tenderer), within five days of signing this Contract. The Contracting Authority shall immediately upon receipt of the copy of the Contract determine whether the Tenderer's authorization of the previous paragraph and the Subcontractor agreement in the previous paragraph has been submitted. If there is no authorization or consent, the Tenderer or Subcontractor shall be immediately invited to submit the document within five days of receipt of the notice.

If the Subcontractor is replaced after the conclusion of the Contract with the successful Tenderer, or if Tenderer enters into a Contract with a new Subcontractor, the selected Tenderer shall within 5 days after the change submit to the Contracting Authority:

- A statement that all undisputed obligations to the original Subcontractor have been settled, if the Subcontractor was replaced,
- Authorization for payment for the work undertaken or supplies directly to the new Subcontractor and
- Consent of the new Subcontractor for direct payment.

When a Tenderer intends to perform the Contract with the Subcontractor, the conditions referred to in point 12.1.3. of the Chapter II of this Instructions shall be fulfilled by the Subcontractor involved in the execution of the Contract.

4.3. Acting as a Joint Venture or a Consortium

A group of legal entities are allowed to submit the Offer as a Joint Venture or a Consortium. In doing so, the group selected shall submit a Partnership Agreement, from which it will clearly show the following:

- the appointment of the managing partner in the execution of the Contract,
- the Power of Attorney given to the managing partner to sign the Offer and Contract,
- a declaration that they are familiar with the Instructions to Tenderers for Offer preparation, conditions and selection criteria and that they entirely agree to them,
- a declaration that they are aware of the payment terms and the statement that they will assume unlimited joint and several liability to the Contracting Authority.

In the case of Joint Venture or a Consortium, each Tenderer individually shall fulfil the conditions set out in point 12.1. and in point 12.2. of the Chapter II of this Instructions, other conditions may be fulfilled jointly.

4.4. Capacities of other legal entities

The Tenderer may, where appropriate and for a particular Contract, rely on the capacities of other legal entities, regardless of the legal nature of the links which it has with them. In this case it shall prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the Contract. An agreement to that effect signed between such entities may be considered as such proof. If the Tenderer fails to provide the required proof, the Contracting Authority may exclude his Offer.

5. Additional Information for Tenderers

Information about the content of Tender documents can only be requested in writing through the Procurement portal¹. Information will be submitted through the Procurement portal.

If the Tenderer in connection with the Tender documents, or in connection with the preparation of the Offer requests any further clarification, it shall apply up to and including on **22nd April 2013**.

The Contracting Authority is obliged to provide additional explanations relating to the Tender documents through the Procurement portal no later than six days prior to the deadline for submission of Offers, provided that the request was issued on time.

6. Amendments of Tender documents

The Contracting Authority reserves the right to amend or supplement the Tender documents. In the event that the Contracting Authority shall modify or amend the Tender documents during the period for submission of Offers, this will be posted on the Procurement portal.

After the expiry of the time limit for the receipt of Offers the Contracting Authority may no longer amend the Tender documents.

In the event of the Contracting Authority shall modify or amend the Tender documents five or less days prior to the deadline for submission of Offers, the deadline for submission of Offers will be extended accordingly to the scope and content of changes.

With the postponement of the deadline for receipt of Offers, the rights and obligations of the Contracting Authority and the Tenderer bind to the new deadlines, which arise from the extended deadline for submission of Offers.

7. Confidentiality of data and process

Data justifiably classified by Tenderer as confidential, will be used only for the purpose of the Public Procurement and will not be accessible to anyone outside the authorized persons of the Contracting Authority responsible for the implementation of the public Procurement procedure. The Tenderer may mark the documents that contain personal information, but are not included in any public register or otherwise publicly available and other business

¹ <http://www.enarocanje.si>

information in accordance with Paragraph 39 and 40 of the Companies Act-1 as confidential information. In spite of this Contracting Authority points to take account of the principle of transparency in Public Procurement that data affecting the choice cannot be treated as confidential.

Contracting Authority will treat as confidential those documents in Offer documentation which will have large letters "CONFIDENTIAL" written in the upper right corner and under this sign the signature of the person signing the Offer. If only a certain piece of information in the document should be confidential this part should be underlined in red, in line along the right side should be written "CONFIDENTIAL". Contracting Authority is not responsible for the confidentiality of the data which will not be marked as stated above.

II. OFFER

1. Language of the Offer

The public Procurement procedure is conducted in the Slovene language.

The Offer shall be drafted in Slovene or English language.

All evidence of suitability shall be submitted in the Offer documentation with the original documents in its original language as well as its Slovene or English translation.

If the Contracting Authority, during the revision and evaluation of Offers, deems it necessary that the part of Offer documents, which is not submitted in the Slovene language, should be officially translated into the Slovene language, it may require the Tenderer to do so and set an appropriate time limit. The translation costs shall be borne by the Tenderer.

In the case of a dispute, the Offer or its official translation into the Slovene language shall apply and, where Tender documents, or a part thereof, are in a foreign language, the language concerned shall prevail.

2. Complete Offer

A complete Offer is an Offer that is received on time, is formally complete, admissible, properly prepared and appropriate.

When preparing the Offer and filling out forms, the Tenderer shall follow the instructions listed on each form.

Where the Contracting Authority establishes that an Offer is formally incomplete, it must admit and enable the amendment of such Offer in accordance. Where the tenderer fails to make appropriate amendments within the time limit set by the Contracting Authority, the Contracting Authority must eliminate such Offer.

The Offer shall include all the documents listed below:

- filled-in and signed Form 1: Offer;
- filled-in and signed Form 2: Pro forma Invoice;
- filled-in and signed Form 3: Contract Sample;
- evidence in accordance with Point 12 of Chapter II of this Instructions;
- filled-in and signed Form 4: Declaration of Suitability;

- filled-in and signed Form 5: Authorization for the acquisition of personal data (in case the Tenderer is established in Slovenia);
- List of Subcontractors stating the particulars referred to in point 4.2. of Chapter I of this Instructions (in case the Tenderer will participate with Subcontractors);
- Authorization for payment for the work undertaken directly to the Subcontractor (in case the Tenderer will participate with Subcontractors, see Section 4.2. of Chapter I of this Instructions);
- Consent for direct payments (in case the Tenderer will participate with Subcontractors, see Section 4.2. of Chapter I of this Instructions);
- Proof in point 4.4. of Chapter I of these Instructions (in the case of references to the capacity of another legal entity).

When preparing the Offer, the Tenderer shall take into account the prescribed order.

The Contracting Authority reserves the right to verify the correctness of all information. If the Contracting Authority will not be able to verify the data, they will not be taken into account.

3. Form of the Offer

The Offer must be submitted in one (1) original, one (1) copy and an electronic version on electronic media. In case of any discrepancies between the copies the original will prevail.

The Offer documentation must be typed or legibly written in indelible ink. Content of the forms, statements, papers and documents must not be changed.

All forms must be completed, signed and stamped.

The Offer documentation shall be signed by the Tenderer's legal representative or other person authorized to sign Offer of the estimated type, value and extent.

All sheets of the original Offer must be quilted with string, both ends of it at the last or first affixed with sealing wax or tape, attachment must be secured by rubber stamp or signature of the person signing an Offer. Form of binding is reasonably adapted from the Article 35 of the Law on Notaries (Official Gazette of RS, No. 2/2007-UPB3, 33/2007-ZSReg-B, 45/2008). Overview must be possible, without damage to sealing wax or tape. Binding with string is only necessary for the original, while it is preferred that a copy is bind so that it is possible to make any further copying easier.

4. Documents in the Offer

Validation of the Offer documents shall not exceed the deadline as defined by the specific provisions of the Tender documents. In those cases where the validation of documents is not specified, they should reflect the legal status of the Tenderer relevant on the day fixed for the submission of Offers.

5. Submission of Offers

The original and a copy of the Offers shall be inserted in two envelopes marked "Original" and "Copy". Both envelopes shall be inserted into one outer envelope marked: "PONUDBA ZA IZBIRO PONUDNIKA ZA IZVEDBO STROKOVNIH SVETOVALNIH STORITEV IN DOSTOPA DO PROGRAMSKE OPREME ZA IZVEDBO KOMPLEKSNE ELEKTRONSKE DRAŽBE, KI VKLJUČUJE VEČ PREDMETOV IN VEČ KROGOV, ZA PODELITEV

RADIJSKIH FREKVENC V 800 MHz, 900 MHz, 1800 MHz, 2100MHz IN 2600 MHz FREKVENČNIH PASOVIH – NE ODPIRAJ” and shall be delivered to the following address: Agencija za pošto in elektronske komunikacije Republike Slovenije, Stegne 7, 1000 Ljubljana.

(Meaning: “OFFER FOR THE SELECTION OF TENDERER TO DELIVER PROFESSIONAL CONSULTING SERVICES AND ACCESS TO THE SOFTWARE FOR THE IMPLEMENTATION OF COMPLEX MULTIOBJECT MULTIROUND ELECTRONIC AUCTION FOR AWARDED RADIO FREQUENCIES IN THE 800 MHz, 900 MHz, 1800 MHz, 2100MHz AND 2600 MHz FREQUENCY BANDS – DO NOT OPEN”).

The Tenderer shall write his full address onto the outer envelope. Envelope should be closed or sealed in a way that it is evident that it was not opened before the public opening.

Tenderer can deliver the Offer to Contracting Authority by post or hand it over personally at the Contracting Authority’s address.

6. Deadline for submission of the Offers

Deadline for the submission of the Offers is **6th May 2013 at 10:00 a.m. CET**. A timely Offer shall be an Offer that is received by the Contracting Authority before the specified Offer receipt date.

Where an Offer exceeds the time limit set for the receipt of Offers, such submissions shall be considered as too late. Such Offers shall be returned to tenderers after the completion of the opening procedure, unopened and marked as “too late”.

The Offer which was delivered to the post office before the deadline for submission of Offers, but arrives to the Contracting Authority after the deadline, is not a timely Offer and will be after the completion of the opening procedure returned to Tenderer unopened and marked as “prepozna” (*meaning: “too late”*).

7. Modifications and withdrawal of the Offer

The Tenderer may modify or withdraw his Offer by way of a written notice that shall be delivered to the above address prior to the deadline for the submission of Offers.

The Tenderer's notice of modification shall be prepared, sealed and submitted in the same manner as the Offer itself. It shall be marked as “SPREMEMBA PONUDBE ZA IZBIRO PONUDNIKA ZA IZVEDBO STROKOVNIH SVETOVALNIH STORITEV IN DOSTOPA DO PROGRAMSKE OPREME ZA IZVEDBO KOMPLEKSNE ELEKTRONSKE DRAŽBE, KI VKLJUČUJE VEČ PREDMETOV IN VEČ KROGOV, ZA PODELITEV RADIJSKIH FREKVENC V 800 MHz, 900 MHz, 1800 MHz, 2100MHz IN 2600 MHz FREKVENČNIH PASOVIH – NE ODPIRAJ” and it must be sent to the address of the Contracting Authority by registered mail or personally submitted to the reception office of the Contracting Authority.

(Meaning: “MODIFICATION OF THE OFFER FOR THE SELECTION OF TENDERER TO DELIVER PROFESSIONAL CONSULTING SERVICES AND ACCESS TO THE SOFTWARE FOR THE IMPLEMENTATION OF COMPLEX MULTIOBJECT MULTIROUND ELECTRONIC AUCTION FOR AWARDED RADIO FREQUENCIES IN THE 800 MHz, 900 MHz, 1800 MHz, 2100MHz AND 2600 MHz FREQUENCY BANDS – DO NOT OPEN”).

In the event that the Tenderer replaces its Offer with a new Offer, the previous Offer has to be withdrawn from the Procurement process. Withdrawal of Offer must reach the Contracting Authority before the deadline for submission of Offers and shall be given in writing. Written withdrawal of Offer shall be appropriately marked as "UMIK PONUDBE ZA IZVEDBO STROKOVNIH SVETOVALNIH STORITEV IN DOSTOPA DO PROGRAMSKE OPREME ZA IZVEDBO KOMPLEKSNE ELEKTRONSKE DRAŽBE, KI VKLJUČUJE VEČ PREDMETOV IN VEČ KROGOV, ZA PODELITEV RADIJSKIH FREKVENC V 800 MHz, 900 MHz, 1800 MHz, 2100MHz IN 2600 MHz FREKVENČNIH PASOVIH" and it must be sent to the address of the Contracting Authority by registered mail or personally submitted to the reception office of the Contracting Authority.

(Meaning: "WITHDRAWAL OF THE OFFER FOR THE SELECTION OF TENDERER TO DELIVER PROFESSIONAL CONSULTING SERVICES AND ACCESS TO THE SOFTWARE FOR THE IMPLEMENTATION OF COMPLEX MULTIOBJECT MULTIROUND ELECTRONIC AUCTION FOR AWARDDING RADIO FREQUENCIES IN THE 800 MHz, 900 MHz, 1800 MHz, 2100MHz AND 2600 MHz FREQUENCY BANDS").

Documentation relating to the change, supplement or replacement of the Offer must be prepared in accordance with Point 5 of this Chapter and addressed to the address of the Contracting Authority.

In case of a withdrawal, the Offer will be returned to the Tenderer unopened.

8. Correction of errors

The Offer shall contain no changes or additions other than those that are necessary to correct the Tenderer's mistakes. In this case, the corrections shall be initiated by the person or persons who are signers to the Tender.

9. Permissible amendments

Where the Contracting Authority establishes, either by itself or upon the proposal of Tenderer, that an Offer is formally incomplete, it can enable the amendment of such Offer. Where the Tenderer fails to make appropriate amendments within the time limit set by the Contracting Authority, the Contracting Authority must eliminate such Offer.

It is not allowed to change:

- Unit price, price of items, the total value of Offer and Offer in the context of criteria,
- Part of the Offer, which binds to the technical specifications of the subject of this public Procurement,
- Those elements of the Offer which affect or could affect the different classification of the Offer in relation to the rest of the Offers, which were submitted in the public Procurement procedure.

Despite of provisions of previous paragraph only the Contracting Authority can at the written consent of the Tenderer correct obvious calculation errors discovered during the review and evaluation of Offers. In doing so, the quantity and unit price must not be changed.

10. Indication of misleading information

Contracting Authority will submit a proposal to the National Review Commission for the initiation of violation procedure:

- in the event that the Contracting Authority will have reasonable doubts that the Tenderer submitted false statements or evidences in the Offer,
- if the Tenderer or Subcontractor has not submitted to the Contracting Authority authorization or consent within the prescribed time in accordance with paragraph 9 of Article 71 of ZJN-2.

11. Offer Costs

All costs associated with the preparation and submission of the Offer, including costs of materials brochures, catalogues, if requested by the Contracting Authority, shall be borne by the Tenderer. Contracting Authority shall in no event be liable for any damage that might result from these costs irrespective of the conduct of procedures in relation to the public Procurement and the final selection of the Tenderer.

12. QUALIFICATION CONDITIONS

The Tenderer must fulfil all conditions stated in this Tender documentation. In order to prove fulfilment of the conditions, the Tenderer shall submit evidences for each required condition. If the State in which the Tenderer has its headquarters does not issue such documents, the Tenderer may submit a declaration under oath by the witnesses or a declaration under oath by the Tenderer's legal representative. The declaration has to be submitted at competent judicial or administrative authority, notary or competent professional or legal entity in the country where the Tenderer is established.

All documents must be completed, signed by the Tenderer's legal representative or other person authorized to conclude Contracts and stamped. If the Tenderer would like to submit copies of documents and evidence, the copies must be certified by the notary. Documents must show the up to date status.

The Contracting Authority will consider the capability of providers based on the following conditions:

12.1. Tenderer's suitability

12.1.1. The Tenderer or its legal representatives in the case of legal persons have never been the subject of a conviction by final judgement of crimes listed in The Criminal Code (Official Gazette of the Republic of Slovenia, No. 50/2012; hereinafter: KZ-1):

- acceptance of bribe during the election (Article 157 of KZ-1)
- fraud (Article 211 of KZ-1);
- abuse of a position of monopoly (Article 225 of KZ-1);
- false bankruptcy (Article 226 of KZ-1);
- defrauding creditors (Article 227 of KZ-1);
- commercial fraud (Article 228 of KZ-1);
- fraud affecting the European Union (Article 229 of KZ-1);
- deception in obtaining loan or advantages (Article 230 of KZ-1);
- fraud in securities trading (Article 231 of KZ-1);
- deception of purchasers (Article 232 of KZ-1);
- unauthorised use of another's mark or model (Article 233 of KZ-1);
- unauthorised use of another's patent or topography (Article 234 of KZ-1);
- forgery or destruction of business documents (Article 235 of KZ-1);

- disclosure and unauthorised acquisition of trade secrets (Article 236 of KZ-1);
- abuse of information system (Article 237 of KZ-1);
- abuse of insider information (Article 238 of KZ-1);
- abuse of financial instruments market (Article 239 of KZ-1);
- abuse of position or trust in business activity (Article 240 of KZ-1);
- prohibited acceptance of gifts (Article 241 of KZ-1);
- prohibited giving of gifts (Article 242 of KZ-1);
- counterfeiting money (Article 243 of KZ-1);
- fabrication and use of counterfeit stamps of value or securities (Article 244 of KZ-1);
- money laundering (Article 245 of KZ-1);
- abuse of non-cash means of payment (Article 246 of KZ-1);
- use of counterfeit non-cash means of payment (Article 247 of KZ-1);
- fabrication, acquisition and disposal of instruments of forgery (Article 248 of KZ-1);
- tax evasion (Article 249 of KZ-1);
- smuggling (Article 250 of KZ-1);
- disclosure of classified information (Article 260 of KZ-1);
- acceptance of bribes (Article 261 of KZ-1);
- giving bribes (Article 262 of KZ-1);
- accepting benefits for illegal intermediation (Article 263 of KZ-1);
- giving of gifts for illegal intervention (Article 264 of KZ-1);
- criminal association (Article 294 of KZ-1).

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4) and Authorization for the acquisition of personal data (Form 5) or Proof of good conduct from the Criminal Records of natural or legal persons
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

12.1.2. The Tenderer is not on the day of submission of Offers disqualified from being awarded public Contracts due to the inclusion in the record of Tenderers with negative references in accordance with Article 77a of ZJN-2.

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4)
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

12.1.3. The Tenderer has on the date of submission of the Offer, in accordance with the regulations of the country in which he is established or regulations of the Contracting Authority no outstanding, unpaid obligations relating to the payment of social security contributions or in connection with the payment of taxes in the amount of 50 euros or more.

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4)
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

12.2. Tenderer's economic and financial suitability

12.2.1. The Tenderer shall not have any outstanding liabilities to Subcontractors in previous public Procurement procedures.

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4)
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

12.3. Suitability to pursue professional activity

12.3.1. The Tenderer has a valid registration to do business, which is the subject of this procedure (consulting services in the field of mobile industries and /or regulatory affairs) pursuant to the regulations of the Member State of his establishment.

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4)
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

12.4. Technical and/or professional eligibility

12.4.1. The Tenderer has experience with development and execution of complex auctions involving multiple objects and multiple rounds in last 5 years.

Evidence:

Reference certificate that is signed by the organisation ordering the services.

Certificate must contain:

- project title;
- project budget;
- project duration (start date and end date of the project);
- contact person with his/her e-mail address and/or telephone number.

The Tenderer can submit several references.

(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services).

12.4.2. The Tenderer has been involved as partner or as leader in last 5 years in at least one complex auction project.

Evidence:

Reference certificate that is signed by the organisation ordering the services.

Certificate must contain:

- project title;
- project budget;
- project duration (start date and end date of the project);
- contact person with his/her e-mail address and/or telephone number.

The Tenderer can submit several references.

(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services).

12.4.3. Tenderer is capable to provide auction software for complex multiple objects and multiple rounds auctions.

Evidence:

Reference certificate that is signed by the organisation ordering the services.

Certificate must prove:

- capability to develop and to provide software for complex multiple objects and multiple rounds auctions;
- successful application of this software;
- contact person with his/her e-mail address and/or telephone number.

The Tenderer can submit several references.

(When in doubt, APEK can check the proof by contacting the organisation ordering the services).

12.4.4. The Tenderer is expected to have knowledge and experience in the areas of auction, spectrum regulation and wireless communication markets.

Evidence:

Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:

- project title;
- project budget;
- project duration (start date and end date of the project);
- contact person with his/her e-mail address and/or telephone number.

The Tenderer can submit several references.

(When in doubt, APEK can check the proof by contacting the organisation ordering the services).

12.4.5. A Tenderer must have sufficient technical and professional ability and/or knowledge to perform the Contract and to provide the Consultancy Services over the full term of the Contract. Such sufficient technical and professional ability and/or knowledge is proved by described:

- Average annual manpower of both staff and managerial staff over the past five years;
- Educational and professional qualifications (managerial);
- Educational and professional qualifications (personnel);
- Technical ability to perform the Contract;
- Measures for ensuring quality.

Evidence:

To substantiate the knowledge and experience requirements the Tenderer must provide:

- Details of the average annual numbers of both staff and managerial staff over the previous 5 years. CVs for the key personnel with knowledge and experience in similar projects. CVs for at least three of additional supporting personnel must be provided;
- Details of the organisation's technical ability to perform the Contract, including details of skills, efficiency, experience and reliability relevant to the Contract;
- Details of the organisation's measures to ensure quality such as Quality Management systems and Quality and security certificates. This statement should include a full description of the measures currently or proposed to be put in place in relation to staff absences, equipment or software failure; and the nature and level of supervision which will be provided to ensure that a high quality service will be delivered.

It is not necessarily to prove each condition item in Point 12.4. of this Chapter with separate certificate. One certificate could cover multiple conditions.

13. Exclusion of Offers

Contracting Authority will eliminate:

- Offers that are not received on time;
- Offers which do not fulfil all the requirements of point 2 and 12 of the Chapter II of this instructions.

14. Offer price

The Tenderer shall indicate in the Offer the final price in EUR. Final price should include all costs, discounts and rebates. Offer price must have the level and value of VAT shown separately.

The price shall be fixed for the duration of the Contract.

15. Selection criteria

The criterion for selecting the best Offer is the most economically advantageous Offer.

Offers will be evaluated by the number of points achieved based on the following criteria:

1. Price offered (without VAT) = 30 points

- a. Total price offered for all services before the start of the auction;
- b. Average daily rate of Tenderer's staff for services during the auction;

2. References provided by Tenderers = 45 + 15 points;

- a. References confirming that the Tenderer has successfully completed complex auction projects ordered by Authorities acting as auctioneer (involved as partner or as leader) =45 points;
- b. References confirming that the Tenderer has successfully completed complex auction projects ordered by Bidders in such a complex auction (involved as partner or as leader) = 15 points;

3. Project understanding = 10 points.

15.1. Total Price Offered

15.1.1. Fixed price

The Contracting Authority expects that Tenderers will calculate a Total Price for all consultancy services Offered by the Tenderer, which contains the following components:

- 1) Total Price of Pre-Auction Consultancy Services (Chapter 2.2.1), Auction rules (Chapter 2.2.2) and Auction Software (Chapter 2.2.3), assuming
 - a. 2 auction workshops (see Section 10 of Chapter 2.2.1 of the Technical Description)
 - b. 2 mock auctions for APEK staff and 2 mock auctions for each prospective bidder separately (see Section 11 of Chapter 2.2.1 of the Technical Description)
 - c. Price of software license for the complex multi-round auction format CCA (possible discount for SMRA, which will not be taken into account during evaluation process),
- 2) Total Price of Post Auction Consulting services (Final auction report, auction results analysis, documentation and archive of auction procedure)

15.1.2. Consultation day Rate

Tenderer should provide daily rate for Senior and Junior Consultant. Daily rate should include traveling costs and accommodation costs.

Contracting Authority will take into account 30 days value for Senior Consultant and 30 days value for Junior Consultant.

15.1.3. Calculation of valuation points for the Total Price

Number of points for this criterion is calculated (in accordance with the formula below) as ratio between the lowest price Offered and evaluated bid price. The result will be multiplied with 30 and will be rounded to one decimal place. The Tenderer that Offers the lowest price gets 30 points.

$$P = (P_L/P_X) \times 30$$

P = Number of points for criteria »Price Offered«

P_L = Lowest price Offered (compared with all Tenderers whose bids are evaluated)

P_X = Price that is being evaluated

P_{Fix} = Total fixed price Offered

P_{RC} = Calculated total rate of consultation

P_{DRSC} = daily rate of Senior Tenderer's Consultant

P_{DRJC} = daily rate of Junior Tenderer's Consultant

The Price evaluated is calculated as sum of Offered fixed price, 30 daily rate of Senior Tenderer's Consultant and 30 daily rate of Junior Tenderer's Consultant.

$$P_{RC} = 30 \times P_{DRSC} + 30 \times P_{DRJC}$$

$$P_X = P_{Fix} + P_{RC}$$

Price for 30 daily rate of Senior Tenderer's Consultant and 30 daily rate of Junior Tenderer's Consultant shall not exceed 45 % of fixed price.

$$P_{RC} < 45\% \times P_{Fix}$$

15.2. Calculation of Points for the References of bidders

15.2.1. References on Projects for Authorities acting as auctioneers

References to auction projects that were ordered by a European National Regulatory Authority will be awarded with:

Criteria	Documents to prove reference	Weight
The leader in last 5 years in complex spectrum auction project of European regulator for electronic communications as auctioneer.	Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain: <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	15

<p>Involvement as partner in last 5 years in complex spectrum auction project of European regulator for electronic communications as auctioneer, whose share has to be at least 20 % of the value of the whole project.</p>	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	5
<p>The leader in last 5 years in public 800 MHz auction projects of European regulator for electronic communications as auctioneer.</p>	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	12
<p>Involvement as partner in last 5 years in public 800 MHz auction projects of European regulator for electronic communications as auctioneer, whose share has to be at least 20 % of the value of the whole project.</p>	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	4
<p>The leader in public mobile services complex spectrum</p>	<p>Reference certificate on successfully completed projects signed by the</p>	9

<p>auction project of non-European regulator.</p>	<p>organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	
<p>Involvement as partner in public mobile services complex spectrum auction project of non-European regulator, whose share has to be at least 20 % of the value of the whole project.</p>	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	3

Maximum amount of points for this criterion is limited to 45.

Number of points for this criterion is calculated (in accordance with the formula below) as ratio between the highest number of points for references achieved (sum of all references multiplied by Weight of reference) and evaluated references of Tenderer. The result will be multiplied with 45 and will be rounded to one decimal place. The Tenderer that achieve the highest value for references gets 45 points.

$$RA = (RA_x / RA_{Max}) \times 45$$

RA = Number of points for criteria » References of bidders«

RA_i = Value of each reference is number of Documents to prove qualification for Criteria multiplied by Weight of reference

RA_x = Evaluated references of Tenderer is Sum of Values of reference for each reference)

RA_{Max} = Highest number of points achieved for references

15.2.2. References related to bidders (operators)

References that are related to bidders (operators) will be evaluated with:

Criteria	Documents to prove reference	Weight of reference
<p>The leader in complex spectrum auction project of European regulator for electronic communications as a bidder in last 5 years.</p>	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	6
<p>Involvement as partner in public 800 MHz auction projects of European regulator for electronic communication as a bidder in last 5 years, whose share has to be at least 20 % of the value of the whole project.</p>	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	2
<p>The leader in last 5 years in public 800 MHz auction projects of European regulator for electronic communication as a bidder.</p>	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the</p>	3

	organisation ordering the services.)	
Involvement as partner in last 5 years in public 800 MHz auction projects of European regulator for electronic communications as a bidder, whose share has to be at least 20 % of the value of the whole project.	<p>Reference certificate on successfully completed projects signed by the organisation ordering the services. Certificates must contain:</p> <ul style="list-style-type: none"> - project title; - project budget; - project duration (start date and end date of the project); - contact person with his/her e-mail address and/or telephone number. <p>The Tenderer can submit several references.</p> <p>(When in doubt, the Contracting Authority can check the proof by contacting the organisation ordering the services.)</p>	1

Maximum amount of points for this criterion is limited to 15.

Number of points for this criterion is calculated (in accordance with the formula below) as ratio between the highest number of points for references achieved (sum of all references multiplied by Weight of reference) and evaluated References related to bidders. The result will be multiplied with 15 and will be rounded to one decimal place. The Tenderer that achieved the highest value for references gets 15 points.

$$RB = (RB_x / RB_{Max}) \times 15$$

RB = Number of points for criteria » References of bidders«

RB_i = Value of each reference is number of Documents to prove qualification for Criteria multiplied by Weight of reference

RB_x = Evaluated references of bidder is Sum of Values of reference for each reference

RB_{Max} = Highest number of points archived for references

15.3. Project understanding

Tenderer has to provide the proposal of the auction performance by specifying the interrelation between consulting services and the potential of the auction software in relation to future frequency electronic auction which is subject of this tender. Subjects who will be evaluated are:

- Proposal of auction format for the complex auction supported by reasoning = **2 points**
- The arrangement of project management = **2 points**
- Description of solutions for each task = **2 points**
- Composition of consultant-teams based for each task and duration of each task = **2 points**
- Outline possible issues that might arise during the whole auction procedure = **2 points.**

Proposal for each subject from list above will be awarded with 2 points. If there is no proposal there are no points. The proposals of auction performance with all subjects evaluated will be awarded with maximum 10 points (UP).

15.4. Determination of the Winning Tenderer

Total amount of points consists of: Price Offered, References on Projects for Authorities acting as auctioneers, References related to bidders and Project understanding.
Maximum number of points is 100.

$$T = P + RA + RB + UP$$

The Tenderer, complying with all conditions and with the highest total of points will be declared as winning Tenderer.

In case that two or more Offers reach the same total number of points, the Offers will be sorted in accordance with the following criteria:

1. APEK will select the Offer with the highest number of points in the category "References on Projects for Authorities acting as auctioneers".
2. In case that all respective Offers have the same number of points in the category "References on Projects for Authorities acting as auctioneers", APEK will chose the Offer with the highest number of points in the sub-category "References of Bidders".
3. In case that all respective Offers have the same number of points in the category "References of Bidders", APEK will chose the Offer with the highest number of points in the sub-category "Price Offered".

16. Abnormally low tender

If the Contracting Authority considers an Offer for a given Contract to be abnormally low or it is doubtful that the Contract could be executed, it shall verify if it is abnormally low.

The Contracting Authority will verify if an Offer is abnormally low, even if the value of the Offer is by more than 50% lower than the average value of timely Offers and for more than 20% lower than the following listed Offer, but only if he received at least four timely Offers.

Where the Contracting Authority verifies the completeness of all Offers, it verifies in accordance with the preceding sentence if the Offer is abnormally low in relation to the complete Offers. Before rejecting such Offer, the Contracting Authority shall in accordance with the Article 49 of ZJN-2 request in writing the details of the predetermined constituent elements of the Offer which it considers relevant to the execution of the Contract or to the classification of Offers.

17. Submission of owner structure data

The Tenderer to whom the Contract is awarded shall, at the Contracting Authority's request submit the data stated below in the process of awarding the public Procurement procedure or executing the Contract:

- Information regarding the Tenderer's founders, partners, including silent partners, shareholders, limited partners or other owners and information about the shares of such persons;
- Information on entities, which are according to the provisions of the law governing companies are considered to be associated with the Tenderer.

18. Offer validity

The Offer must remain valid for a period of 180 days after the deadline for submission of Offers.

In exceptional circumstances the Contracting Authority may require the Tenderer to extend the period of validity of the Offer for a further period. The request and response of the Tenderer must be given in writing or by fax. Tenderer may refuse the request. The Tenderer, who agrees to that request will not be required or permitted to change the Offer otherwise.

19. Variant Offers

Variant Offers will not be taken into consideration.

20. Rejection of all Offers

The Contracting Authority may reject all Offers. Where the Contracting authority has rejected all Offers, it must immediately send written notification to tenderers of its decision and provide the reasons for having rejected all Offers, or of its decision to initiate a new procedure, and notify its supervisory authority.

III. PUBLIC OPENING OF OFFERS

The public opening of all timely received and properly marked Offers will be led by a designated impartial Commission (hereinafter: Commission). The opening will take place at the Post and Electronic Communications Agency of the Republic of Slovenia, Stegne 7, 1000 Ljubljana, Slovenia, in the conference room on **6th May 2013 at 10:15 a.m. CET.**

At the public opening of Offers only legal representative of the Tenderer or his representative, who is obliged to give the Commission a written Power of Attorney to represent the Tenderer, may participate. The authorized representatives of Tenderers who do not submit to the Commission the power to engage the public opening of Offers and other present cannot give comments

At the public opening the Commission reads the name of Tenderer and the Offer price and possible discounts.

Minutes of the Offer opening session shall be taken. Offers shall be opened in order of receipt.

At the end of the public opening the minutes will be signed by the President and members of the Commission and legal representatives or authorized representatives of Tenderers. By signing the legal representative or authorized representative of the Tenderer certifies that he agrees with the method of the opening session. If anyone of the above does not want to sign, this is entered in the record as well as reasons for refusing to sign.

Minutes of the Offer opening will be sent to all Tenderers who have submitted Offers within three working days after the public opening of Offers.

IV. EVALUATION OF OFFERS

The Contracting Authority will prior to the awarding of the Contract at the latest, examine the existence and content of data provided in the Offer.

Every Offer which is correct in accordance with the Point 2 of Chapter II of those Instructions and meets all deadline, conditions and specifications set out in the Tender documents is considered complete. If the Offer is not complete or substantially correct it will be rejected. The regularity of Offer do not affect non-essential typographical errors. Every Offer that in any way, and contrary to the Tender documents significantly alter any rights and obligations of the Tenderer is considered incorrect.

V. THE CONTRACT

The Contracting Authority will sign with the successful Tenderer a Contract in accordance with the provisions of the model Contract of Form 3.

The Contract must be signed within 10 days of receipt of Contracting Authority's call to the signing of the Contract.

VI. REVIEW PROCEDURE

Legal protection of Tenderers in the public Procurement procedure is provided in accordance with the provisions of the Law on legal protection in public Procurement procedures (Official Gazette of the Republic of Slovenia, No. 43/11; hereinafter: ZPVPJN), following the procedure and in the manner provided by law.

Request for legal protection in public Procurement procedures may be filed at any stage of the Procurement process against any act of Contracting Authority, unless ZJN-2 or ZPVPJN provides otherwise. Request for legal protection may be filed by legitimized active person, as defined by the Article 14 of ZPVPJN.

The request for review must include:

1. Name and address of the applicant (hereinafter referred to as applicant) and the contact person,
2. Name of the Contracting Authority,
3. Code of the public Procurement,
4. Object of the public Procurement,
5. Alleged violation,
6. Facts and evidence to prove the violation,
7. Power of Attorney for pre-audit and review process, if the applicant performs with the Agent,
8. An indication of whether the specific Procurement procedure is co-financed from European funds and from which Fund.

The applicant must submit to the request for review proof of payment of fees in the amount of € 1,500.00.

Fee has to be paid to the sub-account opened at the Bank of Slovenia for the purpose of the fees for pre-audit and audit process Number 01100-1000358802 - enforcement budget. In doing so, the applicant must sign in the order for payment the following information: 11 16110-7111290-XXXXXXLL (X means publication Number of a Contract notice and L means an indication year).

The request for review shall be filed in writing directly to the Contracting Authority by registered mail or recommended as a receipt. The applicant must send a copy for review at the same time to the Ministry responsible for finance.

Application for review relating to the content of the publication, invitation to Tender or Tender documents, except in the case of the fourth paragraph of Article 25 of ZPVPJN, must be filed within eight working days from the day of:

- Publication of the Contract notice or
- Notification of additional information, information on incomplete procedure or adjustment, if that notice to amend or supplement the requirements or criteria for selecting the best Tenderer in the Tender documents or previously published a Contract notice, or
- Receipt of the invitation to Tender.

If the Contracting Authority finds that the application for review was not timely filed or not filed by legitimized active person from the Article 14 of ZPVPJN, that the applicant in accordance with the second paragraph of Article 15 of ZPVPJN did not provide proof of payment of fee or that has not been paid the appropriate fee, the application will be in no later than three working days of receipt rejected.

TENDERER

OFFER

1. Subject of the Public Contract: **SELECTION OF TENDERER TO DELIVER PROFESSIONAL CONSULTING SERVICES AND ACCESS TO THE SOFTWARE FOR THE IMPLEMENTATION OF COMPLEX MULTIOBJECT MULTIROUND ELECTRONIC AUCTION FOR AWARING RADIO FREQUENCIES IN THE 800 MHz, 900 MHz, 1800 MHz, 2100MHz AND 2600 MHz FREQUENCY BANDS**

2.1 Offer price in EUR without VAT:

2.2 Offer price in EUR including VAT:

3. Offer validity until

4. Tenderer's Data

4.1 Company name:

4.2 Legal representative:

4.3 VAT ID:

4.4 Registration Number:

4.5 International bank account Number:

4.6 Address:

4.7 Telephone Number:

4.8 Fax Number:

4.9 Contact person:

4.10 E-mail:

4.11 Person responsible for signing the Contract:

Date: _____

Stamp and signature

TENDERER

PRO FORMA INVOICE

SUBJECT OF THE PUBLIC CONTRACT: SELECTION OF TENDERER TO DELIVER PROFESSIONAL CONSULTING SERVICES AND ACCESS TO THE SOFTWARE FOR THE IMPLEMENTATION OF COMPLEX ELECTRONIC MULTIOBJECT MULTIROUND AUCTION FOR AWARDING RADIO FREQUENCIES IN THE 800 MHZ, 900 MHZ, 1800 MHZ, 2100MHZ AND 2600 MHZ FREQUENCY BANDS

No.	Description of supply/service	Unit	Quantity	Price per Unit without VAT:	VAT (%)	Price without VAT:
1.	Pre-Auction Consultancy Services (Chapter 2.2.1), Auction rules (Chapter 2.2.2) and Auction Software (Chapter 2.2.3), assuming	Pre-Auction Consultancy Services, Auction Software and License	1			
	a) 2 auction workshops (see Section 10 of Chapter 2.2.1 of the Technical Description)	Workshop	1			
	b) 2 mock auctions for Contracting Authority's staff and 2 mock auctions for each prospective bidder separately (see Section 11 of Chapter 2.2.1 of the Technical Description)	Mock auction	1			
	c) Price of software license for the complex multi-round auction format CCA (possible discount for SMRA).	Piece	1			
2.	Post Auction Consulting services (Final auction report,	Post Auction Consulting services	1			



	auction results analysis, documentation and archive of auction procedure).					
3.	Consulting services of Senior Consultant	Day	30			
4.	Consulting services of Junior Consultant	Day	30			
				<i>Total price without VAT :</i>		
				<i>The amount of VAT:</i>		
				<i>Total price in EUR including VAT:</i>		

Date: _____

Stamp and signature

DRAFT CONTRACT

Post and Electronic Communication Agency of the Republic of Slovenia, Stegne 7, 1000 Ljubljana, Registration No. 1332899, VAT ID SI10482369, represented by the director Franc Dolenc (hereinafter: "the Contracting authority")

and

....., Company
Registration No., VAT ID, represented by
..... (hereinafter: "the Provider"),

hereby enter into

CONTRACT No.: _____

INTRODUCTORY PROVISIONS

Article 1

(1) The Contracting authority and the Provider establish that:

- the Contracting authority carried out the procedure to award a public Contract for "*Selection of tenderer to deliver professional consulting services and access to the software for the implementation of complex electronic multiobject multiround auction for awarding radio frequencies in the 800 MHz, 900 MHz, 1800 MHz, 2100 MHz and 2600 MHz frequency bands*" on the Public Procurement Portal under publication No. on and in the EU Official Journal under publication No. on pursuant to Article 25 of the Public Procurement Act (Official Gazette of the Republic of Slovenia No. 12/2013 – UPB5; hereinafter: ZJN-2);
- based on the public Procurement referred to in the first paragraph and the Offers received, the Contracting authority selected the Provider as the most favourable tenderer for the award of the Contract referred to in the first paragraph under Public Contract Award Notice No. dated _____,
- the Provider has the necessary professional and technical competences for providing the Service as defined by this Contract.

(2) The subject of this Contract shall be financed based on the provisional twelfths of the Contracting Authority's approved Budget for year 2012 or based on the Budget of Contracting Authority for the relevant year that forms the basis for the implementation of activities. The funds have been allocated to account No. 4020.

Article 2

Under this Contract the Parties shall define the general and specific conditions of the provision of the Service.

SUBJECT OF THE CONTRACT

Article 3

(1) The subject of this Contract shall be the provision of professional consulting services and access to the software for the implementation of complex electronic multiobject multiround auction for awarding radio frequencies in the 800 MHz, 900 MHz, 1800 MHz, 2100 MHz and 2600 MHz frequency bands.

(2) The Offer and complete Tender documentation shall form an integral part of this Contract.

Article 4

(1) The Contracting authority may, under this Contract, order additional services to the Provider that were not included in the initial Contract award but have become necessary for the provision of the Service due to unforeseeable circumstances, or when such activities cannot be technically or economically separated from the main Service without causing difficulties to the Contracting authority, or in the event of services which the Contracting authority could award separately from the initial Contract award but has decided not to do so due to their critical role in the subsequent phases of the implementation of this Contract and the successful provision of the Service defined by this Contract.

(2) In cases stated above, the Contracting authority shall implement a negotiated procedure without prior publication of a Contract notice and add an Annex to this Contract or sign a new Contract with the Provider pursuant to Item 1 of the fifth paragraph of Article 29 of the ZJN-2.

OBLIGATIONS OF THE CONTRACTING AUTHORITY AND THE PROVIDER

Article 5

The Contracting authority undertakes to:

- make available to the Provider all necessary information, data and documents available to the Contracting authority and related to the provision of the Service under this Contract,
- cooperate with the Provider's authorised representative,
- submit its requests to the Provider in due time to enable the normal implementation of Contractual services,
- ensure the human, informational and financing resources required for the implementation of services,
- give the Provider all the support necessary for the provision of services according to the requirements of this Contract,
- inform the Provider of any and all changes and new conditions that could affect the provision of the Contractual services,
- review the Provider's report and the specifications of tasks completed according to the technical requirements of the Tender documentation after each completed phase,
- pay for services within the agreed deadlines.

Article 6

The Provider confirms that it has familiarised itself with the subject of this Contract as defined in the technical specifications that are an integral part of this Contract before submitting its Offer and signing this Contract and undertakes to:

- perform the services in compliance with all the applicable regulations of the Republic of Slovenia and the European Union governing the subject of this Contract and according to professional standards,
- perform the services under this Contract in a professional and perfectly manner, at a high level of quality and in accordance with good business practices,
- ensure the highest quality of services regardless of the time and location of their implementation,
- perform the services in the most economical manner within the Contracting Authority's specifications,
- use advanced information technologies and methods in the implementation of the services,
- provide all necessary algorithms for the conduct of auction and access to computer hardware and software, including intellectual property rights, as well as all related materials and equipment,
- provide a detailed security plan for the prevention of violations of auction rules and unfair competition,
- cooperate with the Contracting authority's staff and other advisors employed by the Contracting authority,
- Offer advice in setting up auctions according to the Contracting authority's technical requirements, which form an integral part of this Contract,
- conduct auction according to the Client's technical requirements, which form and integral part of this Contract,
- Offer assistance to the Contracting authority's following a completed auction,
- support the Contracting authority's in the event of any disputes relating to the subject of this Contract,
- provide assistance in support and related services connected to the subject of this Contract
- fulfil all foreseen obligations in due time and in the required manner,
- notify the Contracting authority in written form of any circumstances that could make the correct and high-quality provision of the services difficult or impossible,
- notify the Contracting authority in written form of any new circumstances that could affect the substance or time aspects of the provision of the services,
- enable the Contracting authority to conduct appropriate supervision,
- draw up a report with specifications of completed tasks according to the technical requirements of the Tender documentation after each completed phase,
- observe and implement the Contracting authority 's requests as defined in the Tender documentation pursuant to Article 1 of this Contract, comply with its Offer dated _____, on the basis of which the Provider was selected, and act in accordance with the provisions of this Contact for its entire duration,
- issue invoices for the services performed in accordance with the prices stated in its Offer following the completion of such services and upon the Contracting authority 's approval of its report.

Article 7

(1) If the Contracting authority orders a service that in the Provider's opinion would be in contravention of regulations or cause disproportionate damage to the Contracting authority or

a third party, the Provider may decline to perform such a service, without infringing the terms of this Contract, if the Provider submits valid argumentation for such a refusal and prove the existence and present facts in support of its refusal. If the request does not allow for the professionally optimal provision of services or requires solutions contrary to professional rules, the Provider shall notify the Contracting authority of this fact and propose a more suitable solution; however, if the Contracting authority insists on its request, the Provider shall be obligated to fulfil its task according to the Contracting authority's request.

(2) The Provider's unsubstantiated refusal to perform a requested task or a deviation from the requested method of implementation shall be deemed a breach of obligations assumed under this Contract, due to which the Contracting authority may terminate this Contract, provided that the Contracting authority has previously notified the Provider of the infringements in writing.

Article 8

The Contracting authority's requests and specifications shall be subject to change, amendment and supplementation by mutual arrangement during the term of the Contract, in which case the Provider shall not in any way be entitled to a reimbursement of any costs that modified requests may cause.

COMPETENT AUTHORITIES

Article 9

(1) The administrator of the Contract for the Contracting Authority shall be Janja Slatnar.

(2) The administrator of the Contract for the Provider _____, who shall also be responsible for the provision of services under this Contract.

CONTRACT VALUE

Article 10

(1) The Provider shall charge the following prices for the services defined in Article 1 of this Contract:

1. Sum total of all counselling services prior to the implementation of the auction, the preparation of detailed auction rules and the provision of software for the conduct of the auction: EUR _____
2. Sum total of all counselling services following the auction (auction analysis, final auction report, documentation and archiving of the auction procedure): EUR _____
3. Price of a counselling day of a Senior Advisor: EUR _____
4. Price of a counselling day of a Junior Advisor: EUR _____

based on the Provider's Offer no. _____.

(2) The Parties agree that this price shall include all of the Provider's costs. The price referred to in the previous paragraph shall include all duties, taxes and costs. The stated prices are DDP (Incoterms 2010).

(3) The price shall be fixed for the entire duration of this Contract.

TERMS OF PAYMENT

Article 11

The Provider shall issue invoices for services performed under this Contract to the Contracting Authority following the completion of each phase based on a report approved by the Contracting Authority and in accordance with the Offer prices as follows:

- Phase One: the Provider shall issue an invoice following the publication of the decision to implement the public call for tenders for awarding the relevant radio frequencies in the Official Gazette of the Republic of Slovenia, presumably on 2 September 2013.
- Phase Two: the Provider shall issue an invoice on the first day of the auction, presumably on 31 January 2014. In the event that the auction lasts longer than three months, the Provider shall issue an invoice at the completion of each 3-months period;
- Phase Three: the Provider shall issue an invoice upon the issuing of the decisions on awarding the relevant radio frequencies, presumably on 1 June 2014, at the latest.
- Phase Four: the Provider shall issue an invoice for services performed during the period from the issuing of the decision on awarding the relevant radio frequencies until 31 December 2014.

Article 12

(1) The Contracting Authority shall pay each issued invoice previously confirmed by the Contracting Authority's Contract Administrator within 30 days of the official date of receipt of the invoice into the following bank account of the Provider: IBAN _____ held at (name and BIC of the bank) _____.

(2) If the deadline for payment is non-working day, it is considered that the deadline for payment is the first subsequent working day.

Article 13

In the event the Contracting Authority fails to pay the invoice in due time, the Provider shall be entitled to charge penalty interest for late payment from the due date to the date of payment of the invoice.

PROVIDER'S GUARANTEES AND WARRANTY OBLIGATIONS

Article 14

(1) The Provider guarantees to provide high quality services in accordance with applicable regulations and standards and the requests specified by the Contracting authority.

(2) In the event the Provider fails to provide a specific service under this Contract, the Contracting authority may order such services from other providers at the Provider's expense.



FORCE MAJEURE

Article 15

(1) Force majeure shall mean any unforeseen and unexpected event arising independently from the Parties' intentions that could not have been foreseen on the day of the conclusion of this Contract and which in any way affects the fulfilment of Contract obligations.

(2) The Provider undertakes to inform the Contracting authority of any case of force majeure within three days of such an event.

(3) Neither of the Parties shall be held responsible for failure to fulfil any of their obligations due to reasons beyond their control.

BUSINESS SECRET

Article 16

(1) The Parties agree that all data received through the implementation of this Contract shall constitute a business secret and undertake to duly protect such data and use it exclusively for the implementation of this Contract.

(2) The Contracting authority also undertakes to protect all of the Provider's business information received under this Contract.

(3) The Provider undertakes not to publish or use in any manner the Contracting authority's business secrets or confidential information to which the Provider was allowed access during or after the term of this Contract if such materials are designated as confidential or for internal use only, without obtaining prior explicit written approval from the Contracting authority.

(4) The Contracting authority shall be entitled to hold the Provider responsible for the full sum of all damages incurred by the publication or use of the Contracting authority's business secrets or confidential information.

CONTRACTUAL PENALTY

Article 17

(1) In the event that the provider fails to meet the time limit for the implementation of services for reasons that are not caused by the Contracting authority and which cannot be reasonably justified, the Provider shall be obligated to pay 0.5% of the Contractual sum total for each day of the delay, up to a maximum of 10% of the sum total stated in Items 1 and 2 of the first paragraph of Article 10 of this Contract.

(2) If a delay or error during the implementation hinders the purpose of this Contractual relationship, the Contracting authority shall be entitled to terminate this Contract and request damages.

ANTI-CORRUPTION CLAUSE

Article 18

If it is determined that during the course of the public tender on the basis of which this Contract was signed or during the implementation of this Contract anyone acting in the name or for the benefit of the one of the Parties Offered, promised or awarded any undue advantage to a representative, authorised person or agent of the Contracting authority or another public sector body or organisation in order to be awarded the Contract, receive special conditions or omit due supervision over the Contractual obligations, or any other action or omission incurring damage to any public sector body or organisation, or allowing undue benefits to any representative or agent of a public sector body or organisation, the other Party or its representative, authorised person or agent, this Contract shall be deemed null and void.

DISPUTE RESOLUTION

Article 19

(1) In case of any dispute relating this Contract, the Contracting Parties shall seek a consensual solution.

(2) If such solution is not found, the dispute shall be resolved by the competent court in Ljubljana.

FINAL PROVISIONS

Article 20

(1) This Contract shall enter into force on the date it is signed by the last of the two Parties.

(2) The Contract may be changed or amended with a written annex agreed upon and signed by both Parties. If any of the provisions of this Contract is held to be invalid or later becomes so, the remaining provisions of this Contract shall not in any way be affected. An invalid provision shall be replaced with a valid provision that fulfils the intent of the provision rendered invalid as closely as possible.

Article 21

(1) Either of the Parties may withdraw from this Contract due to a breach of Contractual obligations by the other Party if the breach continues after a written notice. In the event of withdrawal, the parties shall settle all mutual obligations under this Contract and any damages incurred.

(2) Either Party may withdraw from the Contract provided that the Party chooses an appropriate time to withdraw in consideration of the other Party and in view of the reasons for the withdrawal, and settles all costs incurred by such withdrawal.

Article 22

Mutual rights and obligations not explicitly defined by this Contract shall be governed by the provisions of the law regulating obligational relationships and other applicable provisions regulating mutual obligations under this Contract.



Article 23

(1) This Contract shall be entered into force for the period starting from the date it is signed until the date of the issuing of decisions on awarding the relevant radio frequencies, or 31 December 2014, at the latest.

(2) This Contract has been drawn up in four (4) identical copies, of which two (2) copies shall be handed to the Client and two (2) to the Provider.

PROVIDER:

CLIENT

Date:

Date:

APEK

Franc Dolenc
Director

Annexes:

- Offer, dated, including a preliminary cost estimate,
- Tender documentation No. dated

TENDERER

FORM-4

DECLARATION

This Declaration is an evidence of compliance with those conditions set out in point 12 of the Chapter II of this Instructions, for which the Contracting Authority has indicated that submission of this Declaration is sufficient.

Tenderer shall circle as appropriate if he meets the condition or not.

No.	Under criminal and material responsibility we declare that:	Circle appropriate	as
1.	The Tenderer or its legal representatives in the case of legal persons have never been the subject of a conviction by final judgement of crimes listed in the first paragraph of Article 42 of the ZJN-2: acceptance of bribe during the election; fraud; abuse of a position of monopoly; false bankruptcy; defrauding creditors; commercial fraud; fraud affecting the European Union; deception in obtaining loan or advantages; fraud in securities trading; deception of purchasers; unauthorised use of another's mark or model; unauthorised use of another's patent or topography; forgery or destruction of business documents; disclosure and unauthorised acquisition of trade secrets; abuse of information system; abuse of insider information; abuse of financial instruments market; abuse of position or trust in business activity; prohibited acceptance of gifts; prohibited giving of gifts; counterfeiting money; fabrication and use of counterfeit stamps of value or securities; money laundering; abuse of non-cash means of payment; use of counterfeit non-cash means of payment; fabrication, acquisition and disposal of instruments of forgery; tax evasion; smuggling; disclosure of classified information; acceptance of bribes; giving bribes; accepting benefits for illegal intermediation; giving of gifts for illegal intervention; criminal association.	YES	NO
2.	The Tenderer is not on the day of submission of Offer disqualified from being awarded public Contracts due to the inclusion in the record of Tenderers with negative references in accordance with Article 77.a of ZJN-2.	YES	NO
3.	The Tenderer has on the date of submission of the Offer, in accordance with the regulations of the country in which he is established or regulations of the Contracting Authority no outstanding, unpaid obligations relating to the payment of social security contributions or in connection with the payment of taxes in the amount of 50 euros or more.	YES	NO
4.	The Tenderer has no any outstanding liabilities to Subcontractors in previous public Procurement procedures.	YES	NO
5.	The Tenderer has a valid registration to do business, which is the subject of this procedure (consulting services in the field of	YES	NO

	mobile industries and /or regulatory affairs) pursuant to the regulations of the Member State of his establishment.		
6.	The Tenderer accepts all the conditions of this Tender Documentation.	YES	NO
7.	The information given in this Offer is accurate and not misleading.	YES	NO

Tenderer shall complete:

A. The activity can be done on the basis of entry in the Court or Business Register, under entry number _____ or based on the entry in the Tax Office of the Republic of Slovenia unit in _____, number _____ or an entry in the register _____ number _____ in accordance with the law of the country.

B. To carry out activities covered by this Contract, we have on the basis of _____ (law) obtain an authorization, number _____ issued at _____ on _____.

We are members of the following organizations: _____ (write only if the legal entity must conduct its business for the member of a particular organization, chambers of commerce, associations, etc. ..).

C. To carry out activities covered by this Contract we do not need special permission and can perform activity on the basis of entry in the Court or Business Register or based on the entry in the Tax Office of the Republic of Slovenia.

Under criminal and material responsibility we declare that all the above information is true and accurate.

This Declaration is an integral part of the Offer, which we are applying for a Public Contract "SELECTION OF TENDERER TO DELIVER PROFESSIONAL CONSULTING SERVICES AND ACCESS TO THE SOFTWARE FOR THE IMPLEMENTATION OF COMPLEX MULTIOBJECT MULTIROUND ELECTRONIC AUCTION FOR AWARING RADIO FREQUENCIES IN THE 800 MHz, 900 MHz, 1800 MHz, 2100MHz AND 2600 MHz FREQUENCY BANDS".

Public Contract was published on the Procurement portal, publication date, publication number and in the Official Journal of the EU, publication date, publication number

Date: _____

Stamp and signature





FORM 5

Authorization for the acquisition of personal data (must be submitted only in case the Tenderer is established in Slovenia) and is therefore not translated.

1 TECHNICAL SPECIFICATIONS

1.1 INTRODUCTION

The purpose of this Invitation to Tender is to enable APEK to procure independent, expert Consultancy Services for

- the development of an optimal auction design for the award of radio frequencies in the 800 MHz, 900 MHz, 1800 MHz and 2600 MHz bands, as well as the available frequencies in the 2100 MHz (TDD) band in one simultaneous auction early 2014 (Pre-Auction Consultancy Services, Section 2.1.1;
- Consultation support for the Consultation of the Draft Tender Document, containing all information about the planned auction, including a Consultation Report and the necessary adjustments to the suggested design;
- the provision of Consultancy Services associated with the effective and efficient implementation and execution of this auction,
- post-auction support and
- access to web based auction software for the operation of this auction as an electronic auction over the public Internet.

APEK decided to conclude a *multi-frequency* auction in one of the standard formats for all available frequencies in the 900 MHz, 1800 MHz bands, as well as the yet unassigned frequencies of the 800 MHz, 2,1 GHZ (TDD) and 2,6GHz bands (hereinafter: Big bang auction).

Tenderers should note that APEK is going to initiate a consultation process on 22 March 2013 on, amongst other things, the basic methodology for assignment of spectrum rights of use for all frequencies of the 800 MHz, 900 MHz, 1800 MHz and 2600 MHz, as well as the unassigned frequencies in the 2100 MHz bands and the auction format and associated details and processes for the assignment of those rights of use.² Tenderers will take note of the matters that are currently the subject of consultation.

Furthermore, special rollout obligations will be imposed on 800 MHz licensees, which will be determined during the process of developing the auction design.

The tenderer will have to provide a complete (“turnkey”) solution for the auction according to the decisions taken by APEK, partly as a result of consultation processes and other activities undertaken by APEK.

2 SPECIFIC REQUIREMENTS

2.1 CONSULTANCY SERVICES

This section details the specific requirements of the Invitation to Tender in the substance. The requirements described in this section are without prejudice to mandatory requirements set out in other sections of the Contract Documents.

² In this regard, tenderers are referred to APEK’s Document: Consultation document.

2.2 REQUIREMENTS

By issuing the Invitation to Tender, APEK is seeking to procure independent, expert Consultancy Services, for and on behalf of APEK, in relation to a turnkey solution for the upcoming multiband auction “Big Bang Auction”:

2.2.1 Pre-Auction Consultancy Services (Preparation of the frequency auction)

1. The successful consultant/tenderer shall provide a comprehensive study in which the successful consultant/tenderer analyses possible auction formats and recommends an auction format for a simultaneous award of spectrum rights of use in the 800 MHz, 900 MHz, 1800 MHz and 2600 MHz, as well as the unassigned frequencies in the 2100 MHz (TDD) bands. This study will in detail explain the proposed auction format and will contain comparisons with other possible auction formats, along with supporting reasoning for the proposed auction format in relation to other possible auction formats.
2. Based on the consultant’s analysis and the consultant’s recommendations, APEK will decide what auction format shall be used for the upcoming auction.
3. APEK requests support in developing the actual auction design, including the structure of the qualification phase, bidding rules, pricing rule, determination of winning bids and all other required specifications. The resulting detailed auction design will have to be provided in written form, including detailed explanations of all relevant elements. The successful tenderer/consultant must incorporate APEK’s legal obligation to act non-discriminatory, fair, transparent, proportionate and to promote competition (such as to minimise the potential for anti-competitive behaviour). This document will constitute a substantial part of the Draft Tender Documentation, which will - amongst other topics - also include a full description of the auction objects and procedural aspects. This Draft Tender Documentation will be consulted with the interested public to make sure that all relevant contributions to APEK’s plans can be incorporated in the final Tender Documentation.
4. The successful tenderer/consultant shall provide consultation support to APEK with regard to the results of the public consultation of the Draft Tender Document. This support shall consist of a systematic analysis of the responses to the Draft Tender Documentation and reasoned suggestions for adjustments of the Tender Documentation, as well as a revision of the Draft Tender Documentation, which will be produced in cooperation with APEK.
5. The successful tenderer/consultant will customize/develop the auction software needed for the physical auction process. This phase of the project will consist of the customization/development of computer software and the specification of any necessary computer hardware or other equipment for the implementation and verification of the auction design selected by APEK, together with documentation and necessary instructions and assistance of use of this software.
6. The auction software should have the functionality to generate an accurate full audit trail report that is suitable for publication by APEK and would be independently verifiable. While APEK would not require the intellectual property of such computer software to be assigned to it outright, it will require the Consultant to provide the software (and related licenses to use the software) to APEK and appropriate third parties (the latter including prospective bidder/s and any party/s engaged by APEK to verify the results of the auction outcome);
7. The auction software should be designed to providing overall information security, including, but not limited, to the process of bidder authentication, data security, fraud protection, backup/retrieve procedures etc.

8. The tenderer/consultant shall provide an auction logistics plan and detailed time schedule which should:
 - ensure that all computer software and hardware to be used in auction implementation is suitable and secure in terms of its reliability, the physical robustness of the Information Technology (IT) system, its redundancy and back-up systems;
 - ensure that the method chosen for bidders to communicate bids is secure, efficient and is not subject to tampering or other interference;
 - seek to ensure that the potential for anti-competitive behaviour (such as, but not limited to, collusion and gaming) is - as far as possible - excluded before and during the auction; and
 - ensure that the computer software to be used in the auction implementation allows to generate an accurate audit process and that such data reports, if required by APEK, is suitable for publication;
9. The successful tenderer/consultant shall provide the validation of the software implementation of auction algorithms, auction rules and other computer software.
10. The successful tenderer/consultant shall organize workshops on the essentials of the auction design separate for APEK staff and for bidders and other interested stakeholders.
11. The successful tenderer/consultant shall organize one or more live mock auction/s separate for APEK staff and for each prospective bidder, for the benefit of prospective bidders.
12. The successful tenderer/consultant shall provide assistance to APEK throughout the auction implementation process (including but not limited to addressing any queries raised in relation to the implementation of the auction software system).

2.2.2 Auction rules

1. Before the auction, it is necessary to specify auction rules for which the auction software has to be adapted. Examples of auction rules may be rules on submitting bids, switching (changing one's bid from one lot to another lot), minimum bid sum and rules on deposit.
2. The auction is planned where several available frequencies are to be auctioned at the same time, and where, for instance, it is decided that the bidders should be able to compose combinations of frequencies for each auction round themselves, it must be possible to adapt the software to handle this. It is therefore important that the auction software should be adaptable to a wide range of auction rules, making it possible for APEK to conduct different types of auctions based on the premise that the best suited type of auction should be adopted for each individual chosen auction type.

2.2.3 Auction software

1. The auction software must be capable of submitting and dealing with bids to provide an outcome of the auction process on objective and transparent terms adjusted to the exact auction design and other details, as decided during the pre-auction process.
2. The successful tenderer/consultant shall be responsible for providing all of the necessary auction implementation algorithms, computer software and hardware, intellectual property licenses and any other material and equipment required for it to meet the requirements specified in this tender. The successful tenderer will be required to work alongside APEK staff and its other advisers.
3. The successful tenderer/consultant shall provide a detailed security plan as well as a detailed plan how to avoid violations of auction rules and unfair competition.
4. It is important to note that APEK does not intend to run auction server software on its own IT infrastructure.

2.2.3.1 General description of the auction software

1. As a minimum, the software solution shall include hosting, operation, support, availability, security facilities (encryption, backup, access control, logging etc.) as well as uptime. In case fault repair is needed during an auction in progress, it must be possible to restart the auction process as soon as fault free continuation is proven. The auction process shall continue from the time when the last completed auction round took place.
2. The auction software shall store data exchanged throughout the auction process between bidders, the auction system and APEK actions in a database so as to enable detailed reviewing after completion of the auction process. Data shall be stored in a safe manner. The tenderer shall deliver a copy of the original database to APEK.
3. In addition, the auction software must be capable of distributing a common indication of time that may be accessed by APEK and all bidders and is synchronized with each bidding round.
4. Since a multi-round auction is planned to be used, the tool must ensure that the following is available to APEK after each auction round: The number of active bids, the size and placing of bids, and the names of the parties submitting the bids. It must also be possible to follow the bids received, both as a percentage increase and as a bid sum increase. The auction software must display the running auction process graphically. When the auction has been completed, the name of the winning bidders and the amount of the winning bids must be communicated electronically and on paper to APEK. It is important that integrity in relation to all parties involved be ensured from the start to the end. Integrity implies security that a message in its present form is identical to the content it had at the time of origination.
5. A web-based interface must be established for the information to be provided to bidders. The site shall contain the information that APEK decides to publish. Such information might be excess demand, a currently updated list of the highest bids and the number of active bids. APEK logo must be clearly displayed on the site.
6. As part of the Offer, the successful tenderer/consultant shall prepare a general description of the auction software.

2.2.3.2 Auction format

7. The auction software must be capable to fully handle the auction format, which has been chosen by APEK after the completion of the end of the pre-auction consulting process.

2.2.3.3 Web based software

8. The software must be Web based, and the successful tenderer/consultant shall provide a description of how bidders get access to the auction software, including a description of security aspects of this connection. That the auction software must be Web based means that the bidders can use the software as an Internet application reserved for registered bidders with special access to the software. The auction software must be easily accessible to the bidders.
9. The auction software must be able to function on a standard platform and shall be implemented on the IT infrastructure of the consultant. As a consequence, there must be no requirement to install major software applications, neither at APEK nor at bidders. It must be possible for APEK to connect to the auction software from at least three different computers.
10. In case APEK internal network should be out of operation for a period, the auction software must nevertheless be capable of working.

2.2.3.4 Interfaces

11. The data sets presented on the interfaces will have to be decided during the consultation period.
 - APEK interface - the successful tenderer/consultant must provide at least the following interfaces to APEK to control and/or monitor the auction process and for presentation of the auction results: auctioneer interface and observer interface. The implementation must allow APEK to connect from at least three different terminals (auctioneer interface and auction observer interfaces). It is however only a requirement to support one active connection (auctioneer interface) from one of the terminals at each instance in time. For redundancy purposes it must be possible to switch from observer interface to auctioneer interface on any observer terminal.
 - Bidder interface - There must be a secure communication interface to all bidders, the distributed information shall be sent simultaneously to all bidders. It must be possible to run the bidder interface on industry standard personal computer hardware and operating systems and/or standard web-browsers. It must be possible for the bidders to use the bidder interface over a standard internet connection over the public Internet. The successful tenderer/consultant must provide the bidders with the result of each auction round as a text file or another commonly used downloadable data format. The purpose of this is to allow bidders to post-process and analyse the auction data between each round.

2.2.3.5 Authentication and security

12. It is important that the auction software can ensure correct identification of APEK and the bidders (authenticity) and verify the correctness of information transmitted (integrity over the public internet)
13. The authentication solution must allow the bidder to connect from at least two different terminals. It is however only required to support one active connection from one of the terminals at each instance in time.
14. A strong encryption solution for protecting the secrecy of the bid over the public Internet must be supported.
15. The successful tenderer/consultant must describe in his Offer the authentication and security solution, to substantiate the fulfilment of the requirements detailed above.

2.2.3.6 Reliability requirements

16. The successful tenderer/consultant must provide an implementation of the auction system with functional redundancy. In the case of an infrastructure or software failure that falls within the successful tenderer's responsibility, it must be possible to reset the system to the system state after the last completed auction round. It must be possible for the auction process to restart from the point of the last completed auction round in reasonable time, after clarification of the reason for the incurred failure.
17. The successful tenderer/consultant must describe the IT infrastructure solution chosen to achieve the redundancy and restart requirements in the tender, to substantiate the fulfilment of the requirements detailed above.
18. Connections over the public Internet to the bidders that are outside the control of the successful tenderer/consultant are not within the scope of the reliability requirements. Also, any bidders' IT infrastructure problems are not within the scope of the reliability requirements, with the exception of reliability problems that can be traced back to the bidder interface functionality that is provided by the Consultant.

2.2.3.7 Traceability of auction process

19. The successful tenderer/consultant must store interactions during the auction process between the bidders, the system and the auctioneer in a database so that a complete, detailed audit trail can be ensured after the end of auction process. This information must be handed over to APEK and must be securely stored by the Consultant.
20. At least the following information must be stored:
 - The user identity, content and timestamp of all information that is sent from the bidders' interface.
 - The user identity, content and timestamp of all information that is received by the system from the bidders.
 - The user identity, content and timestamp of all information that is sent to the bidders' interface
 - The user identity, content and timestamp of all information that is entered into the system by the auctioneer.
21. Traces must allow independent audit of the whole auction procedures and action results.
22. It must be possible to provide the information above to APEK in the form of a standard text file. The tenderer must, on request from APEK, provide the original database file to APEK. APEK might also request the tenderer to provide a graphical presentation of the entire auction, with information on status for each round, bidders' actions in each round, standing high bids, etc.

2.2.3.8 Testing procedures for auction software

23. The successful tenderer/consultant should provide and organize testing auctions for APEK staff and accordingly the on-site instructions for use, prior to the final auction. It is also required that tenderer should provide the whole solution to pass security testing.

2.2.4 Conduct of Auction

24. The successful tenderer/consultant is requested to assist APEK in the conduct of the auction which would include, but is not limited to, the following:
 - Provision of all necessary preconditions for the successful Conduct of Auction
 - Technically carrying out the frequency auction, including handling of bids submitted and all other issues related to the successful Conduct of Auction
 - Presence of the successful tenderer/consultant's staff at APEK premises and assistance in all Auction related matters during the entire time of the Conduct of Auction;
 - Analysis of bids received to determine the results of each stage of the auction;
 - Securely notifying at the conclusion of each relevant stage of the auction the results to APEK and providing an audit trail report, by which APEK can verify the results of each stage of the auction. The audit trail report should be produced in such a form that it can be made publicly available and can be independently verifiable;
 - Reporting any suspected breach of the auction rules to APEK in a prompt and detailed manner and providing assistance to APEK in any actions which may be taken by it in relation to such breaches;
 - Documenting all log files and database of all actions during the Auction until the Conclusion of the Auction including the notification of the Auction results in the form of a final report to APEK and providing an audit trail report by which APEK can verify the results of each stage and the final result of the auction including the security report. The audit trail and the Final Report should be produced in such a form that it can be made publicly available and be independently verifiable;

2.2.5 Post-auction

25. The successful tenderer/consultant shall assist APEK in any post-auction review and verification process determined by APEK including supporting APEK in any litigation involving APEK on the subject matter of this Invitation to Tender and Contract.

2.2.6 Ancillary

26. The successful tenderer/consultant shall be prepared to assist APEK in any ancillary or related tasks connected to this tender as may be determined by APEK.

2.2.7 Additional requirements regarding Reports

27. The specific nature of each report required to be provided by the successful tenderer will be detailed in the Consultancy Agreement. In relation to these reports, the successful tenderer would be required to submit:

- All reports in both Microsoft Word and Adobe PDF formats using a template as agreed in advance with APEK;
- A back-up electronic copy of the final reports on an appropriate electronic storage device and

28. A printed and bound copy of each report.

29. The provision of the Consultancy Services has to be in English or Slovenian language and all deliverables **has to be** submitted in English or Slovenian language.

2.2.8 Content of Detailed proposal

Tenderers should clearly demonstrate their ability to perform each of the Specific Requirements:

1. Pre-Auction Consultancy Services (Preparation of the frequency auction)
2. Auction rules
3. Auction software
 - General description of the auction software
 - Auction format
 - Auction format
 - Web based software
 - Interfaces
 - Authentication and security
 - Reliability requirements
 - Traceability of auction process
 - Testing procedures for auction software
4. Conduct of Auction
5. Post-auction
6. Ancillary
7. Additional requirements regarding Reports

The submitted Offer shall indicate the suggested, principle approach of the Tenderer with regard to the auction format and the auction design as well as the confirmation by the Tenderer that all the software to be used in conjunction with the auction and its implementation will be licensed to APEK, so that APEK will have rights to use and, in turn, rights to sub-licence the use of this software in accordance with the Contract to third parties (the latter including prospective bidder/s and any party/s engaged by APEK exclusively for the purpose of verifying the results of the auction outcome).