

Ożarów Mazowiecki, 16 May 2022

Request for proposals No. MRC-11_22 of 16 May 2022

1 General information

1.1 Contract: This request for proposals concerns a supply of goods required for the comprehensive making by VIGO System Spółka Akcyjna (a joint-stock company) with its registered office in Ożarów Mazowiecki of the project "Polish matrix for space applications active in infrared" under the Intelligent Development Operational Program 2014 - 2020 co-financed by the European Regional Development Fund.

1.2 Contracting Party: VIGO System Spółka Akcyjna with its registered office in Ożarów Mazowiecki, ul. Poznańska 129/133, 05-850 Ożarów Mazowiecki, entered into the Register of Entrepreneurs of the National Court Register kept by the Regional Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS No. 000011394, holding NIP (tax identification number): 5270207340, REGON (statistical number): 010265179, having share capital of PLN 729,000.00 (paid up in full).

2 Description of the subject of the contract

2.1 The subject of the Order is the delivery of goods needed for the implementation by the Ordering Party of the project named "Polish matrix for space applications active in infrared" under the Intelligent Development Operational Program 2014 - 2020 co-financed by the European Regional Development Fund request for contract number: **POIR.01.01.01-00-0185/20-00** of 24 May 2021 concluded with the National Center for Research and Development.

2.2 The subject of the order is the supply of:

PART I

- 5 pcs. PCB_cerproto
- 5 pcs. PCB_DECrioDautherboard v1
- 5 pcs. PCB_DECrioDautherboard v2
- 5 pcs. AT_proxy_board
- 5 pcs. PCB_zasilacz
- 5 pcs. PCB_interposer

PART II

- 5 pcs. Cer_proto
- 5 pcs. PCB_interposer
- 5 pcs. SKP.012.006.2 - upper housing 2.2mm
- 5 pcs. SKP.012.007.2 - lower housing 0.4mm

as specified in **appendix no. 1A and 1B** to this request for proposals.

2.3 The detailed description of the subject of the order will be provided to Contractors after signing a **non-disclosure agreement (NDA)**, as referred to in point 4.1 of this Request for Proposal. The data scope covered by the agreement is provided in appendix no. 1A and 1B to the Request for Proposal.

2.4 Whenever the description of the subject of the contract mentions any trademark, patent, type or specific origin, it should be assumed that the indicated trademarks, patents, types or origins determine the technical, operational and utility parameters, which means that the Contracting Party will accept tenders in this part of the subject of the contract with equivalent or better technical, operational and utility parameters. All indications of a particular type are given as examples for convenience.

2.5 The Ordering Party shall accept partial offers. The Order might submit his offer in part or parts described in attachment 1 to this request for proposals.

2.6 The Ordering Party shall not accept variants.

2.7 Time-limit for completion of the Contract:

- for the first part of the contract - **3 weeks from the date of signing the contract;**
- for the second part of the contract - **3 weeks from the date of signing the contract**

The time-limit for completion of the contract refers to handing over the goods to the Ordering Party at a place indicated by the supplier, in accordance with EXW Incoterms2020 delivery principle.

The Ordering Party shall accept application of different Incoterms2020 delivery principles. Offered conditions of the supply should be indicated in the proposal form, enclosed to this request for proposals as attachment 2, by indication of appropriate Incoterms2020 delivery principle. Lack of such indication shall be considered offering application of Incoterms2020 EXW principle.

3 Code based on the Common Procurement Vocabulary (CPV)

3.1 31712310-6 Collectively printed board

4 Conditions for participation and description of procedures aimed at evaluating the compliance with the aforementioned conditions

4.1 Due to the Contracting Party's business confidentiality protection, documentation containing the detailed description of the subject of the order will be provided to Contractors immediately after signing **non-disclosure agreement (NDA)** by Contractors, according to the template attached to this Request for Proposal **as appendix no. 7** (hereinafter: "NDA"). The Purchaser is able to provide documentation from the first day of proceedings. In order to receive the documentation,

Contractors shall send scan, or in electronic form using a safe electronic signature with valid certificate, or in traditional paper form to the Contracting Party's headquarters, of NDA signed by a person authorized to represent the company (document confirming the authorization shall be attached). The NDA shall be sent (email address indicated in point 4.2 below), at a term that enables the Contractor to prepare and submit the tender in accordance with the Request for Proposal. Documentation will be provided in an electronic form of sharing the access to resources placed on the Contracting Party's servers. The Contracting Party will immediately send back the agreement in the form of a scan of the signed agreement.

4.2 Signed non-disclosure agreement (NDA) shall be sent to an email address: **przetargi@vigo.com.pl** or address of seat of Contracting Party.

4.3 In the case of Contractors who have previously concluded a confidentiality agreement with the Ordering Part, paragraph 4.2 shall not apply. In this case, the documentation will be made available to the Contractor's upon written request be sent to an email address: **przetargi@vigo.com.pl**

4.4 The Contractor applying for the contract should submit a signed **tender form**, prepared in accordance with the specimen set out in **Appendix 2** to the Request for Proposal.

4.5 Regardless of the conditions indicated above, the Contractor:

4.5.1 should have qualifications necessary to carry out specific activities or actions if so required by the provisions of the law;

4.5.2 should have the necessary knowledge, experience as well as technical and human potential to perform the Order;

4.5.3 should be in an economic and financial situation ensuring the performance of the Contract;

4.5.4 should not be in arrears with payments of taxes, fees, or social insurance contributions.

4.6 The fulfillment of the conditions for participation will be evaluated on the basis of **statements** submitted by the contractor.

4.7 Contractors may run jointly for this contract. In such a case:

4.7.1 the involved entities shall appoint a representative for the contract award procedure or to represent the contractor in the procedure and to execute the contract agreement and the agreement on the joint and several liability for contract performance under the terms of Article 366 of the Polish Civil Code;

4.7.2 the involved entities, if their tender is chosen as the most advantageous one, shall submit to the Contracting Party, before signing the contract, a copy of the agreement governing the cooperation between these entities, certified as a true copy of the original;

4.7.3 none of the entities running jointly for the contract award may be subject to exclusion from the contract award procedure;

4.7.4 when assessing the tender submitted by Contractors jointly applying for the award of the contract, the Contracting Party will take into account the Contractor's joint qualifications to perform the activities/ actions falling within the scope of the contract, their total technical or professional potential to perform the contract, and their combined economic or financial situation.

5 Information about the scope of exclusion - related entities

5.1 The contract may not be granted to entities affiliated personally or financially with the Contracting Party.

5.2 Capital-based or personal relations shall be understood as mutual relations between the Contracting Party or the persons authorized to enter into commitments on behalf of the Contracting Party, or persons performing, on behalf of the Contracting Party, activities related to the preparation and implementation of the procedure for selecting the contractor and the Contractor, consisting in particular in:

5.2.1 participation in a company or partnership as a partner;

5.2.2 holding at least 10% of shares;

5.2.3 performing the function of a member of a supervisory or management body, a proxy, or an attorney-in-fact;

5.2.4 remaining in a marital relationship, in consanguinity or affinity in a straight line, kinship of the second degree or affinity of the second degree in the secondary line, or in an adoption, guardianship or custody relationship.

6 List of statements and documents to be provided by the Contractors and the requirements regarding documents submitted by the Contractors

6.1 In order to demonstrate that the Contractor meets the conditions for participation as described in item 4.2, the Contracting Party requires that a statement be submitted (in accordance with Appendix **No. 3 - Contractor's statement on fulfillment of conditions for participation in the contract award procedure**), that the Contractor:

6.1.1 possesses necessary to carry out specific activities or actions if so required by the provisions of the law;

6.1.2 should have the necessary knowledge, experience as well as technical and human potential to perform the Order;

6.1.3 should be in an economic and financial situation ensuring the performance of the Contract

6.1.4 is not in arrears with payments of taxes, fees, or social insurance contributions.

6.2 In order for the Contractor to demonstrate that there are no grounds for exclusion as indicated in item 5.2., the Contracting Party requires the **Contractor to submit a statement on the lack of personal or capital ties with the Contracting Party**, in accordance with **Appendix no. 4**. Each of the contractors running jointly for the contract must submit such a statement.

6.3 To confirm that the offered subject of the contract meets the requirements of the Contracting Party as indicated in the description of the subject of the contract (**Appendix 1**), the Contractor will submit, together with the tender, a **description of the offered subject of the contract**.

6.4 Requirements regarding the documents to be submitted by the Contractors:

6.4.1 The Contracting Party requires that the contractors applying for the contract submit, together with the tender (prepared in accordance with **Appendix 2** - specimen of the tender form), **valid document - coming from the registration authority indicating the persons authorized to represent the Contractor**;

6.4.2 the tender and all other documents must be signed. 'Signed' means provided with a legible handwritten signature consisting of at least the surname(s) of the person(s) authorized to represent the entity in accordance with the form of representation specified in the registration document or another document relevant for the Contractor or a signature with the personal stamp of the aforementioned person(s) or another signature that allows the identification of the signing individual. Any corrections in the tender should be made legibly and signed and dated by the person(s) signing the tender;

6.4.3 the signed offer form and the documents referred to in point 6.1.

and in point 6.2., must be submitted in the original form, and in the case of electronic submission of documents - in the form of scans in publicly available files, i.e. PDF or JPG (or in EXCEL in the case of a product description or other materials submitted for the procedure that do not require a signature). The offer in electronic form may be sent to the e-mail address indicated in point 9.4 (or through the channel indicated in point 9.5) in the standard form or with a secure electronic signature confirmed by a qualified certificate; for the avoidance of doubt, the Ordering Party allows the signing of statements and documents required and submitted in the course of the procedure by electronic means by signing them with a secure electronic signature verified with a valid qualified certificate;

6.4.4 the remaining required documents may be submitted in the original or a copy certified to be true to the original by the Contractor, and in the case of submitting documents electronically as a scan or in the form compliant with point 6.4.3;

6.4.5 in the case of signing documents or certifying copies of documents to be true to the original by persons not mentioned in the Contractor's registration document, an appropriate power of attorney should be attached to the offer. The power of attorney should be presented in the original or a copy certified to be true to the original by a notary public or by the issuer of the power of

attorney, and in the case of submitting documents electronically in the form of scans in PDF or JPG format; The power of attorney should be submitted in the form provided in the Inquiry; **The template of the power of attorney is attached as Annex 6 to the inquiry;**

6.4.6 the offer (App. No. 2) and other declarations with appendix (App. 3, 4, 5, 6), and tender descriptions must be submitted in Polish or English. An extract from the company register is allowed in one of the official European languages; In the case of submission in another language, the registration document should be submitted together with the translation.

6.4.7 The Contracting Party requires that, together with the tender, the Contractors applying for the contract submit and specifying at least its scope, the parties to the document and indicating the contractors of the Contractors applying for the contract (the power of attorney should be the original pages or a copy certified by a notary or by its issuer, and in the case of submitting documents electronically in the form of scans in PDF or JPG format);

6.4.8 in case of Contractors running jointly for the contract, the copies of documents relating to each contractor respectively shall be certified as true copies of originals by each contractor separately or by an attorney authorized to act on behalf of a given contractor;

6.4.9 contractors running jointly for the contract are jointly and severally responsible for the performance of the contract;

6.4.10 Contractors established or domiciled outside the territory of the Republic of Poland shall submit the appropriate document or documents issued in the country in which they are established or domiciled.

7 Criteria for tender evaluation, information on point or percentage weights and the description of the procedure of awarding points for meeting a tender evaluation criterion

7.1 Tenders will be evaluated according to the following criteria (each Part of the Subject of the Order according to the same criteria) :

7.1.1 **Total tender net price** – 100 points (100%);

7.2 The method of calculating the criterion value as regards **tender price**:

7.2.1 Points for the evaluated tender = the lowest net price for the performance of the subject of the Contract / net price of the evaluated tender x 100.

7.2.2 1% = 1 point.

7.2.3 The maximum score that can be obtained under this criterion is 100.

7.3 The selection of the most advantageous tender will be decided on the basis of the highest total number of points (max. of 100 points = 100%).

- 7.4 All calculations will be rounded to second decimal place (rounding from 5 up).
- 7.5 Other tenders will rank in subsequent places.
- 7.6 Each of the Parts of the subject matter of the contract specified in item 2.5 shall be evaluated according to the criteria specified in the above points. 7.1-7.5
- 7.7 If it is not possible to select the most advantageous offer due to the fact that two or more offers present the same balance of price the Ordering Party will call the Contractors who submitted these offers to submit, within the time limit specified by the Ordering Party, documents indicating environmental and climatic parameters, in order to select a more favorable offer in terms of environmental impact (in particular, lower energy consumption, water consumption, use of recycled materials).
- 7.8 Due to the division of the contract into parts, the Economic Operator may submit a tender for one or more parts of the contract.

8 Time-limit for submission of tenders

- 8.1 The tender should be submitted by: **23 May 2022**
- 8.2 The Contractor should be bound by the submitted tender for a period of at least **30 days**. The period during which the submitted tender is binding commences at the end of the time limit for submission of tenders.

9 Method of calculating the price and preparing the tender

- 9.1 Method of calculating the price:
- 9.1.1 The Contractor in the presented offer should offer the complete net price, including the total, total cost of the subject of the contract, including all price-generating elements (**all costs of any nature resulting from the implementation of the subject of the contract**).
- The amount of VAT (in the amount applicable on the day of submitting offers) and the net price should be clearly stated in the offer form.
- 9.1.2 The Contracting Party requires that the Contractor express the price of the offer in Polish zlotys - PLN or in EURO - EUR.
- 9.1.3 In the case of Contractors who, in accordance with point 9.1.2 above, express the price of the offer in EUR, for the purpose of selecting the offer, the Employer may convert the given amounts of a given currency at the average exchange rate announced by the National Bank of Poland on the day of opening the offers. In the absence of publication of the exchange rate by the National Bank of Poland on the day referred to above, the Ordering Party shall apply the last exchange rate announced by the National Bank of Poland before that day. The Contracting Party shall bear the foreign exchange risk.

9.1.4 The price of the offer for Contractors not having their registered office or place of residence on the territory of the Republic of Poland is the net price, expressed in PLN or EUR (not including the tax on goods and services in force in Poland), including all costs related to the performance of the contract, all fees, taxes (without VAT) and all other costs of any kind that may arise in connection with the implementation of the subject of the contract.

9.1.5 The price shall be expressed with two decimal places.

9.2 **The specimen of the tender form is attached hereto as Appendix 2.** The Contractor must submit the tender concerning the performance of the Contract using the specimen of the tender form.

9.3 The tender should contain the following attachments:

9.3.1 an excerpt from the Contractor's National Court Register / an excerpt from the CEIDG of the Contractor / other registration document appropriate for the Contractor, indicating persons authorized to represent the Contractor and incur liabilities;

9.3.2 power of attorney, if the offer is submitted by a representative - Appendix No. 6 to the Inquiry;

9.3.3 description of the offered subject of the contract;

9.3.4 a declaration of compliance with the conditions for participation in the procedure together with the documents required therein - Appendix 3 to the Inquiry;

9.3.5 declaration that there are no personal or capital ties between the Contractor and the Ordering Party - Appendix 4 to the Inquiry;

9.3.6 The Contracting Authority shall not require submission of subjective evidence if he can obtain such evidence by means of free and generally available databases, in particular public registers.

9.3.7 In the case of foreign bidders, the provisions of 9. 3. 6 apply mutatis mutandis to the records maintained in the country

9.4 The tender should be submitted: 1) in writing to the registered office of the Contracting Party: **VIGO System Spółka Akcyjna, ul. Poznańska 129/133, 05-850 Ożarów Mazowiecki**, and if the tender is sent by post, the date of delivery of the tender to the Contracting Party is decisive for compliance with the time limit for submission of tenders, or 2) electronically to the following e-mail address: **tenders@vigo.com.pl** with note that the maximum size of one email cannot exceed 25 MB., or 3) electronically to the following e-mail address: **tenders@vigo.com.pl** with a secure electronic signature confirmed by a qualified certificate with note that the maximum size of one email cannot exceed 25 MB, however, if the offer is sent electronically, referred to in point 2) and 3) in order to comply with the deadline for submitting offer, the decisive date is the date of registration of e-mails on the VIGO's servers, taking into account his time zone of the VIGO.

9.5 Additionally, the Ordering Party informs about **the possibility of submitting an offer via the module on the advertisement page on the website. <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> in the "OFFERS" -> "Create Offer" section. Submitting an offer requires creating an account and logging in.**

9.6 The opening and analysis of the submitted offers will take place on the day following the expiry of the deadline for submitting offers.

9.7 Contractors bear all their own costs related to the preparation and submission of the offer, regardless of the outcome of the procedure. The contracting authority shall in no case be liable for the costs incurred by the contractors in connection with the preparation and submission of the offer. The Contractors undertake not to raise any claims in this respect against the Ordering Party.

10 Review of the tenders

10.1 The Contractor may change or withdraw the tender before the time limit for submission of tenders.

10.2 During review and evaluation of tenders, the Contracting Party may:

10.2.1 require that the contractor provide explanations regarding the contents of the tender within the prescribed period;

10.2.2 require that the contractor rectify or supplement the shortcomings of the tender within the prescribed period;

10.2.3 correct obvious typographical or computational errors and other errors that do not significantly change the contents of the tender, notifying the contractor of such a correction.

10.3 The Contractor's failure to respond within the prescribed period, a response which does not dispel any doubts or failure to supplement shortcomings in the tender within the prescribed period is considered withdrawal of the tender by the contractor.

10.4 The Contracting Party will exclude a contractor that fails to meet the conditions for participation.

10.5 The Contracting Party will reject the tender if:

10.5.1 its contents do not correspond to the contents of the request for proposal;

10.5.2 it contains errors in calculation of the price which cannot be eliminated in accordance with item 10.2 above;

10.5.3 tenders which contain a flagrantly low price for the subject of the contract;

10.5.4 the contractor has submitted more than one tender.

10.6 Contracting Party informs that the selection of the contractor does not provide for an appeal procedure against this decision. Contractors will be informed about the selection of the offer by announcing this information on the website of the published notice..

10.7 The Contracting Party will only evaluate the tenders that have been received by the Contracting Party in the period from the date of publication of this request for proposal until the expiry of the time limit for submission of tenders specified in item 9.1 above. Tenders submitted after the expiry date shall not be reviewed.

11 Contact persons and asking a questions

11.1 Contractors may ask questions to clarify doubts regarding the terms of the procedure for awarding the Contract, in particular regarding the content of the Inquiry, including OPZ, **no later than 3 days before the deadline for submission of tenders.** the above-mentioned, the Ordering Party shall immediately publish the explanations in a manner appropriate to the publication of the Inquiry and provide this information to all contractors who have already submitted their offers.

11.2 The person responsible for contact with the Contractors is Ms Klaudia Jachimowicz tel: +48 883 359 143, kjachimowicz@vigo.com.pl; Questions should be submitted only through the module provided on the page of the advertisement in question, on the page www.bazakonkurencyjnosci.funduszeuropejskie.gov.pl in the "Questions" -> "Add a Question" Asking a question requires creating an account and logging in.

11.3 In order to remove doubts, the Ordering Party indicates that the person mentioned above is not authorized to make or receive declarations of will on behalf of the Ordering Party.

12 Information about selection of the most favorable tender

12.1 The Contracting Party reserves the right to commence negotiations with Contractors who properly submitted tenders in the course of the procedure. Negotiations aimed at improving the contract terms may pertain particularly to its price. Negotiations will be conducted in a manner that does not deteriorate the terms of the contract specified in the request for quotation, in a transparent manner and does not affect the access of all contractors to negotiations.

12.2 The Contracting Party will choose the most favorable tender out of the tenders correctly submitted in the course of the procedure.

12.3 The Contracting Party may close the Contract award procedure without choosing any tender.

12.4 The Contracting Party shall notify all contractors about the selection of the best offer (providing the name of the contractor's company, seat, offered price) or about closing the contract

award procedure without selecting any offer. The notification will be made in the manner provided for the publication of this request for quotation.

13 Execution of the contract between the Contracting Party and the contractor

13.1 The Contractor whose tender is chosen by the Contracting Party as the most advantageous one shall execute a contract agreement with the Contracting Party within 30 days of the announcement on the tender selection.

13.2 If the contractor whose tender is selected evades entering into the contract agreement by the date specified above, the Contracting Party choose the most advantageous tender out of the remaining ones.

13.3 The **specimen form** of the contract agreement between the Contracting Party and the contractor is attached hereto as **Appendix no. 5. The Contractor is obliged to attach to the contract the original of the granted power of attorney or a copy certified by a notary public. In the case of an electronic signature, the Ordering Party requires such a document to be sent to the seat of the Ordering Party before concluding the contract, unless it was previously issued in electronic form with certified signature.**

14 Conditions for a significant amendment to or modification of the executed contract

14.1 The Contracting Party provides for a possibility to amend or modify the executed contract in relation to the contents of the tender on the basis of which the Contractor has been selected, in the following cases:

14.1.1 The changes are not significant within the meaning of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020;

14.1.2 There will be a change in generally applicable laws to the extent that affects the performance of the Order, unless such change was known at the time the offer was made;

14.1.3 It is necessary to change the way of fulfilling the obligation, if such a change is necessary for the proper performance of the contract;

14.1.4 In the course of performance of the contract, there will be an objective need to prepare the product or perform the service, the performance of which will be agreed between the Parties, necessary (necessary) for the proper performance of the Order, which the Parties did not provide in the Description of the subject of the Order

14.1.5 it is necessary to change the date or scope of the contract in the event of circumstances or events preventing the performance of the contract within the prescribed period, which were beyond the control of both parties (i.e. force majeure and the state of the pandemic described in points 7 and 8 of the Agreement;

14.1.6 it is possible to use newer and more favorable technological or technical solutions for the Employer than those existing at the time of signing the contract. Solutions that meet the Employer's requirements to a greater extent from the point of view of maintenance costs, functionality, quality or utility should be regarded as more favorable for the Employer;

14.1.7 the change does not change the nature of the contract and the following conditions have been met cumulatively:

- (i) the need for the amendment or modification of the contract is due to circumstances that the Contracting Party, acting with due diligence, could not have foreseen,
- (ii) the value of the amendment or modification does not exceed 50% of the Contract value as initially specified in the contract agreement,

14.1.8 The Contractor to whom the Contracting Party has awarded the contract is to be replaced by a new contractor:

- (i) under contractual arrangements referred to in items in Contract;
- (ii) as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the existing Contractor or its undertaking, as long as the new contractor meets the conditions for participation, there are no grounds for exclusion of that contractor and it does not entail any other significant changes to the contract,
- (iii) As a result of the Purchaser's assumption of the Contractor's obligations towards its subcontractors,

14.1.9 the change does not change the nature of the contract and the total value of the changes is lower than the EU thresholds within the meaning of Art. 3 Public Procurement Law (Journal of Laws of 2019, item 2019 and Journal of Laws of 2020, item 288, as amended), and at the same time less than 10% of the order value originally specified in the contract,

14.1.10 in other cases permitted by the Guidelines on Eligibility of Expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the Years 2014-2020 in section 6.5.2 point 20.

15 Final provisions

15.1 The Contracting Party reserves the right to invalidate this request for proposal at any time without providing relevant grounds therefore.

15.2 The Contracting Party may at any time cancel, amend or modify the contents of this request for proposals for convenience. If the amendments or modifications affect the contents of the tenders submitted in the course of the procedure, the Contracting Party will extend the time limit for submission of tenders.

16. Statement and information clause under Art. 13 GDPR

According to Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection) (Journal of Laws UE L 119 of 04/05/2016, p. 1), hereinafter referred to as "GDPR", I would like to inform you that:

1. The administrator of your personal data is VIGO SYSTEM S.A. with headquarters in Ożarów Mazowiecki, the contact person regarding data processing is Ms Sylwia Wiśniewska-Filipiak, e-mail: ado@vigo.com.pl.
2. Your personal data will be processed on the basis of art. 6 sec. 1 lit. f GDPR in order to conduct a procurement procedure in the project "*Polish matrix for space applications active in infrared*" under the Intelligent Development Operational Program 2014 – 2020 co-financed by the European Regional Development Fund .
3. The recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made available on the basis of the concluded project financing agreement referred to in point 2.
4. Your personal data will be stored in accordance with the concluded co-financing agreement for the period necessary for the proper settlement of the project and due to legal provisions and the co-financing agreement regulating reporting, maintaining project durability and other generally applicable provisions of law aimed at preserving the rights and obligations of the Administrator and the data entrusting entity.
5. The obligation to provide your personal data directly concerning you is a requirement specified in the guidelines regarding the eligibility of expenditure under the above-mentioned project, necessary to participate in the procurement procedure.
6. With regard to your personal data, decisions will not be made in an automated manner, in accordance with art. 22 GDPR;
7. You have:
 - a) pursuant to art. 15 GDPR, the right to access personal data;
 - b) pursuant to art. 16 GDPR, the right to rectify personal data;
 - c) pursuant to art. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 sec. 2 GDPR;
 - d) the right to lodge a complaint to the President of the Personal Data Protection Office, if you feel that the processing of your personal data violates the provisions of the GDPR.
8. You are not entitled to:

- a) in connection with art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;w
- b) the right to transfer personal data referred to in art. 20 GDPR;
- c) pursuant to art. 21 GDPR, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is art. 6 sec. 1 lit. f GDPR.

17. Attachments

17.1 The following documents are attached to this request for proposals:

17.1.1 Appendix no. 1 – Description of the subject of the order;

17.1.2 Appendix no. 2 – Specimen of the proposal form;

17.1.3 Appendix no. 3 – Contractor’s statement on fulfillment of conditions for participation in the contract award procedure;

17.1.4 Appendix no. 4 – Contractor’s statement on the lack of personal and capital ties between the Contractor and the Contracting Party

17.1.5 Appendix no. 5 – specimen form of the contract agreement between the Contracting Party and the Contractor

17.1.6 Appendix no. 6 – template of the power of attorney

17.1.7 Appendix no. 7 - template Non-disclosure agreement (NDA)