

Contracting Authority:

SWPS University
ul. Chodakowska 19/31, 03-815 Warszawa
Tax Identification Number (NIP): 118-01-97-245
Statistical Identification Number (REGON): 011947981
www.swps.pl

The contract is implemented as part of the *Neo-authoritarianisms in Europe and the liberal democratic response* project, number: 101060899.

REQUEST FOR PROPOSALS NO. 3/DBN/04/2024

1. Legal basis for the procedure:

- 1.1. The procedure shall be conducted on the basis of this Request for Proposals.
- 1.2. The Request for Proposals was announced by its publication in BIP (Bulletin of Public Information) of the SWPS University.

2. Description of the contract subject matter:

- 2.1. The subject matter of the contract shall be selecting the Contractor to provide the service involving:
 - **Survey using CAPI and CAWI methods.**
- 2.2. The main purpose of the service is to provide data on liberal, authoritarian and populist orientations, which enable the identification of mechanisms for accepting and rejecting specific liberal/authoritarian/populist frameworks.
- 2.3. The detailed description of the subject matter of the contract and requirements for the Contractor are included in Appendix no. 2 to the Request for Proposals – Description of the Subject Matter of the Contract.
- 2.4. The Contracting Authority will not accept proposals for lots or variant proposals.
- 2.5. The Contracting Authority allows the submission of joint proposals (by consortia of natural persons, legal persons and/or unincorporated entities).

3. Time and place of performance of the contract:

- 3.1. The contract subject matter shall be completed by **15 July 2024**.
- 3.2. At the same time, the Contracting Authority reserves the option to change the agreement implementation timeframe, including timing of performance of particular stages (as applicable) set in point 3.1.
- 3.3. The place of performance of the service: remote work using the tools available to the Contractor.

4. General conditions for participation in the procedure (access criteria) and the method of their verification:

4.1. The Offerors, who demonstrate that they meet all of the following conditions for participation in the procedure, may participate in the procedure:

CONDITION I:

The Offeror has the knowledge and experience necessary for the performance of the contract, including:

a) The Offeror has the technical capacity to conduct CAWI and/or CAPI surveys in seven countries in accordance with the requirements described above;

or

the Offeror will present letters of intent from subcontractors who complement the Offeror's technical capabilities with respect to the performance of the subject matter of the contract.

b) The Offeror and subcontractors have valid quality certificates in the CAWI surveys or in the CAWI and CAPI surveys, respectively (e.g. awarded by ESOMAR or its national equivalents, or another equivalent document).

c) The Offeror is able to demonstrate previous experience in conducting at least one international survey within the last year (i.e. the year preceding the date of publication of this Request for Proposals).

The fulfilment of Condition I shall be verified based on:

a) the Offeror's declaration in the proposal form or the list of subcontractors;

b) a copy of a document confirming the fulfilment of condition Ib;

c) title and short description of the eligible project (i.e. a few sentences), which includes information about survey countries, sample sizes and price, and references.

CONDITION II:

The Offeror has human and technical resources necessary for the performance of the contract:

A. The Offeror has access to panels above $\geq 10,000$ people in each of the countries participating in the survey.

The fulfilment of Condition II A shall be based on the panelbook or information on basic descriptive statistics (age, gender, education, region, including the number of respondents) for each panel (in tabular or graphical form). It is necessary to explicitly indicate panels to which the Offeror has direct access.

B. The Offeror has access to a network of survey takers in Poland, the Czech Republic and Hungary. The network of survey takers must participate in the Survey Taker Quality Control Programme or have established procedures for monitoring the work of survey takers used in each of the three countries.

The fulfilment of Condition II B shall be verified based on the Offeror's declaration in the proposal form including the name of the company, number of survey takers, name of the Survey Taker Quality Control Programme or description of the procedure for monitoring the work of survey takers used in each country.

CONDITION III:

Offerors having any capital or personal relationships with the Contracting Authority shall be excluded from the procedure. Capital or personal relationships shall be understood as relationships between the Contracting Authority or persons authorised to incur liabilities on behalf of the Contracting Authority, or persons carrying out activities on behalf of the Contracting Authority in relation to the implementation of the contractor selection procedure, and the Offeror, involving in particular:

a) participating in a company as a partner in a civil law partnership or partnership;

- b) holding at least 10% of shares, unless a lower threshold is set by legal regulations or by the Financing Institution;
- c) acting as a member of a supervisory or management body, proxy, attorney;
- d) marriage, kinship or affinity in a straight line, second degree affinity or second degree relationship in a lateral line or adoption, care or guardianship.

The fulfilment of Condition III shall be verified based on the Offeror's declaration on the lack of relationships between the Offeror and the Contracting Authority included in the Proposal Form. The evaluation of meeting the conditions for will be based on the fulfilling/non-fulfilling formula.

- 4.2.** The Contracting Authority reserves the right to verify information included in the proposal by requesting the Offerors to present documents confirming this information.
- 4.3.** In the course of the examination of proposals, the Contracting Authority may request clarification from the Offerors regarding the content of the proposals submitted or supplementing formal deficiencies, by setting an appropriate time limit for Offerors. If the proposal is not supplemented or full clarifications are not presented, the Contracting Authority shall be entitled to reject the proposal.

5. Persons authorised to contact the Offerors. Method of communicating with the Offerors. Clarification of the content of the Request for Proposals:

- 5.1.** The person authorised to contact the Offerors on behalf of the Contracting Authority shall be **Aleksandra Noga**, e-mail: dbn_zamowienia@swps.edu.pl.
- 5.2.** The Offerors shall be entitled to request clarification of the content of the Request for Proposals. For the purposes of correspondence with the Contracting Authority, the Offerors shall be authorised to use the electronic form. Requests shall be sent to e-mail address: dbn_zamowienia@swps.edu.pl.
 - a) The Contracting Authority shall provide clarifications to all interested parties by electronic way, provided that the request for clarification of the content of the Request for Proposals is received by the Contracting Authority no later than on **14 April 2024, by the end of the day**.
 - b) The Contracting Authority shall respond to the requests received no later than within 3 working days of the expiry of the time limit for submission of requests for clarification of the content of the Request for Proposals, by providing information in the same way as the Request for Proposals is submitted.
 - c) The Contracting Authority reserves the right to extend the time limit for submission of proposals by a period necessary for making amendments to the proposals. In case of changing the time limit for submission of proposals, the Contracting Authority shall provide a notification in the same way as the Request for Proposals is submitted.

6. Description of the method of drawing up and submitting the proposal:

- 6.1.** Each of the Offerors shall submit one proposal in accordance with the template attached as **Appendix no. 1 to the Request for Proposals (Proposal Form)** together with all declarations and attachments specified in the Proposal Form and this Request for Proposals.
- 6.2.** The Offeror may submit only one proposal for the whole contract. **Proposals for lots will not be taken into account.**
- 6.3.** The proposal shall be signed by a person/persons authorised to represent the Offeror in accordance with the form of representation specified in the national court register or another document relevant for the organisational form of the Offeror, or by a person authorised by the authorised person.
- 6.4.** The proposal may be submitted in the electronic form (document signed with a qualified electronic signature or a scan of the proposal with a handwritten signature) by sending to e-mail address specified in **point 6.5 letter a).**

6.5. Submission of proposals to e-mail address:

- a) The proposal shall be sent to e-mail address: dbn_zamowienia@swps.edu.pl, with a clear indication in the subject to the e-mail message “**PROPOSAL**” and the number of the Request for Proposal: **3/DBN/04/2024**. The Contracting Authority shall not be responsible for the loss of the proposal in case the proposal is not marked as required in this Request for Proposals.
- b) The Contracting Authority will accept files in PDF and JPG formats, including packed into a ZIP archive. The Proposals submitted in the form of a file in a format other than the one indicated, that the Contracting Authority will be unable to read, will not be taken into account.
- c) The size of the e-mail message with the proposal shall not exceed 25 MB.
- d) Failure to apply the rules for the method of sending the proposal specified in letters a)-c) above, resulting in ineffective submission of the proposal to the Contracting Authority within the required time limit, will result in the Proposal being left without consideration.

6.6. The Offeror may amend the proposal before the time limit for submission of proposals. The Offeror may withdraw the proposal before the Contracting Authority decides on the procedure.

6.7. Proposals submitted after the time limit set in **section 8** will not be verified by the Contracting Authority and will be rejected due to formal defects.

6.8. The proposal shall be drawn up in Polish, on the form attached to the Request for Proposals.

6.9. List of documents making up the proposal:

a) **Proposal Form** (Appendix no. 1 to the Request for Proposals) together with all appendices thereto (if applicable):

- list of the Offeror’s professional experience;
- list of persons who will be involved in performance of the contract;
- CVs of persons who will be involved in performance of the contract;
- declaration on the lack of relationships between the Offeror and the Contracting Authority.

b) Additionally, if applicable, **documents confirming the authorisation to sign the proposal of persons signing the proposals** shall be attached if such an authorisation does not arise from legal regulations or other registration documents.

6.10. The Offeror shall cover all the costs associated with the preparation of the proposal. The Contracting Authority does not provide for refund of the costs of participation in the procedure.

6.11. When submitting the proposal, the Offeror may stipulate that they do not allow for disclosure of information regarded as a business secret within the meaning of legal regulations on combating unfair competition to other participants of the procedure. To this end, the pages of the proposal constituting a business secret shall be identified and separated from the non-confidential part of the proposal.

6.12. The Contracting Authority shall retain the proposal. Documents and declaration submitted with the proposal shall not be returned.

6.13. Any amendments made by the Offeror shall be initialled by a person/persons signing the proposal.

6.14. Corrections must be legible.

7. Description of the method of calculating the price:

7.1. The price is a value expressed in monetary units that the Contracting Authority is obliged to pay to the Contractor together with any public and legal dues (i.e. it is the total amount, including the Contractor’s remuneration and public and legal dues payable, including VAT in the case of entities that are VAT payers).

7.2. The proposal price should be calculated and recorded in accordance with the Proposal Form.

7.3. The price presented in the Proposal Form must include all costs related to the performance of the subject matter of the contract.

7.4. The Offeror shall be obliged to provide information whether they are a VAT payer and whether they are a foreign entity within the meaning of the provisions on the import of services (Article 17 section 1 point 4 of the Act on tax on goods and services).

- 7.5. The Offeror, who will be settled based on a civil law contract outside of business activity, shall be obliged to include such an information in the Proposal Form.
- 7.6. In the case of natural persons, the price indicated in the proposal shall include the total cost of the Offeror's involvement, i.e. the gross remuneration amount together with all contributions to social insurance, the Labour Fund and the Guaranteed Employee Benefits Fund, which the Contracting Authority will be obliged to pay in connection with the Offeror's involvement. The types and amounts of contributions due shall depend on the legal status of the Offeror at the time of performance of the contract, in particular whether they are subject to compulsory social insurance on a basis other than the agreement for the performance of the contract and earn the minimum wage in a given year in relation thereto.
- 7.7. Settlements between the Contracting Authority and the Offeror shall be made in Polish currency (Polish zloty). The Contracting Authority does not provide for settlement in foreign currencies.

8. Time limit for submission of proposals:

Proposals shall be submitted by **18 April 2024**, 17.00 hours.

9. Opening and formal evaluation of proposals:

- 9.1. Proposals will be opened in a confidential manner.
- 9.2. The Contracting Authority shall evaluate the submitted proposals in terms of their formal compliance with the content of the Request for Proposals.
- 9.3. The proposal shall be rejected if:
- it has been submitted by an unauthorised person;
 - its content is incompatible with the content of this Request for Proposals or other applicable legal regulations;
 - its submission constitutes an act of unfair competition within the meaning of legal regulations on combating unfair competition;
 - it contains an abnormally low price;
 - the Offeror has not granted its consent to the Contracting Authority correcting an obvious typographic and/or calculation error in the content of the proposal;
 - the Offeror has not granted its consent to extend the proposal validity period in accordance with principles set out in section 1 of this Request for Proposals.
- 9.4. The Offerors shall not be entitled to any claims against the Contracting Authority due to the rejection of the proposal and the outcome of the procedure.
- 9.5. The Contracting Authority shall be authorised to correct obvious typographic or calculation error in the content of the proposal, immediately notifying the Offerors thereof. The Offeror may object to the corrections within 2 working days of the notification. In such a case, their offer shall be rejected.

10. Criteria for evaluation of proposals and selection of the best proposal:

- 10.1. Only proposals that are not rejected will be subject to evaluation in accordance with the criteria listed in point 10.3.
- 10.2. The Contracting Authority shall select the best proposal from among the proposals that pass the formal evaluation, taking into account the following proposal evaluation criteria:

CRITERION I: total contract price – **maximum of 50 points;**

CRITERION II: experience of persons assigned to implement the contract – **maximum of 15 points;**

CRITERION III: access to panels above $\geq 10,000$ people in each of the countries participating in the survey (points will be awarded for every 20,000 panel participants in each country) – **maximum of 25 points;**

CRITERION IV: ensuring, in the CAWI survey, a sample of new panel members who participated in surveys no more than twice – **maximum of 10 points**.

Maximum number of points (score) that can be obtained = 100 points.

Points (proposal score) shall be awarded on a scale from 1 to 100, in the following way:

the proposal with the lowest price shall be awarded 50 points;

the proposal with people assigned to perform the contract having the superior experience shall be awarded 15 points;

the proposal offering access to a highest number of panels above $\geq 10,000$ people in each of the countries participating in the survey shall be awarded 25 points;

the proposal ensuring, in the CAWI survey, a sample of new panel members who participated in surveys no more than twice shall be awarded 10 points.

The total number of points awarded to the proposal shall be calculated in accordance with the following formula:

TOTAL SCORE = points awarded to the proposal for CRITERION I + points awarded to the proposal for CRITERION II, points awarded to the proposal for CRITERION III, points awarded to the proposal for CRITERION IV.

Detailed description of evaluation criteria

Criterion I: total order price – weight of 50%

Points (the offeror's point value) are awarded on a scale from 1 to 50 in the following manner:

- the offeror with the lowest price receives 50 points,
- other offerors are scored according to the formula below (to two decimal places):

$$\text{Points} = \frac{\text{Lowest total offer price}}{\text{Total price of the offer evaluated}} \times 50\% \times 100$$

Criterion II: experience of individuals designated to carry out the order – weight of 15%

The offerors are provide at least one person who will personally participate in the execution of the order.

Additional points are to be awarded to demonstration that assigned and person meets the following requirements:

Requirements	Points
at least 3 years of experience in conducting CAPI and CAWI research	3
experience in conducting of a cross-country comparative survey in at least 3 countries	3
experience in conducting conjoint experiments (at least 3 projects)	3
in the last 3 years, has carried out a service that is the subject of the order for at least PLN 300,000,00 gross	3
experience in conducting political-social research on a representative group of the adult population for academic purpose (at least one study on this topic has been conducted)	3

Verification of meeting Criterion II will be based on the list of experiences of the individuals who will participate in the order included in the tender form, and copies of documents confirming proper performance of the service.

Criterion III: Access to panels in excess of $\geq 10,000$ individuals in each of the countries of study – weight of 25%
Offerors are awarded points for evidence of access to panels meeting the following requirements:

Requirements	Points per country (Czech Republic, Hungary and Poland)	Total number of points
evidence of access to a country panel with more than 10000 and less than 20000 individuals	1,43	10
evidence of access to a country panel with more than 20000 and less than 40000 individuals	2,14	15
evidence of access to a country panel with more than 40000 and less than 60000 individuals	2,86	20
evidence of access to a country panel with more than 60000 individuals	3,57	25

Verification of meeting Criterion III will be based on the official panelbook or basic descriptive statistics (age, gender, education, region, including number of respondents) for each panel (in tabular or graphic form). It is to be clearly indicated in submitted evidence to which of these panels an Offerer has direct access.

Criterion IV: ensuring in the CAWI survey a sample of new panelists who have participated in the survey no more than 2 times – weight of 10%

Offerors are awarded points for evidence of access to survey networks meeting the following requirements:

Requirements	Points per country (Czech Republic, Hungary and Poland)	Total number of points
ensuring in the CAWI survey a sample of new panelists who have participated in the survey no more than 2 times	2,14	10

The final score will be rounded to whole numbers.

Verification of meeting Criterion IV will be based of the Offeror's declaration of ability to provide in a CAWI survey a sample consisting of new panelists who have participated in surveys no more than 2 times.

- 10.3.** If the Contracting Authority is unable to select the best proposal because of two or more proposals obtaining the same score, the Contracting Authority shall call these Offerors to submit new price proposals within the specified time limit. Additional proposals must not contain a price higher than the price in the original proposal. Remaining terms and conditions of the proposal must remain unchanged.
- 10.4.** The Contracting Authority reserves the right to enter into negotiations regarding the offered price with Offerors whose proposals have successfully passed the formal evaluation. After receiving new price proposals, the Contracting Authority will re-evaluate the proposals based on the adopted proposal evaluation criteria.

11. Proposal validity period:

The proposal submitted must remain valid for 30 days. The proposal validity period shall commence on the expiry of the time limit for submission of proposals. In justified instances, the Contracting Authority may request the Offeror to grant their consent to extending the proposal validity period for another period, no more than 30 days.

12. Outcome of the procedure:

- 12.1. The proposal that will be awarded the highest number of points (score) will be considered the best.
- 12.2. The Contracting Authority shall be entitled to select the next best proposal in the event that the Offeror whose proposal has been selected as the best refuses to sign the agreement or if signing the agreement with such an Offeror is impossible for other reasons.
- 12.3. After selecting the best proposal, the Contracting Authority shall announce the outcome of the contract award procedure in BIP.
- 12.4. The Offeror, whose proposal has been considered the best, shall be obliged to conclude the agreement within the time limit set by the Contracting Authority.

13. Remaining provisions:

- 13.1. The Contracting Authority may change terms and conditions of this procedure in whole or in part before the expiry of the time limit for submission of proposals set in **section 8**. Information about changes shall also be published in BIP.
- 13.2. At the request of the Contracting Authority, the Offeror shall be obliged to submit additional documents confirming the fulfilment of the conditions for participation in the procedure referred to in **section 4** of this Request for Proposals.
- 13.3. The Contracting Authority reserves the right not to sign the agreement when the offered rate is abnormally low or when the proposed rate after negotiations with the Offeror is inconsistent with the remuneration level applicable at the Contracting Authority or when, after negotiations, it exceeds the amount assumed in the budget.
- 13.4. The Contracting Authority reserves the right to cancel the procedure without giving reasons or to close the procedure without selecting the best proposal.
- 13.5. In instances referred to in **points 13.1, 13.3, 13.4**, Offerors shall not be entitled to any claims against the Contracting Authority if it exercises any of the rights indicated in **points 13.1, 13.3, 13.4.4**. In this respect, the Offerors waive any claims they may be entitled to.
- 13.6. The Contracting Authority provides for the possibility of making amendments to the agreement concluded with the selected Contractor vs. the content of the proposal on the basis of which the Contractor has been selected. The parties will make amendments to the agreement if any of the circumstances specified below occurs (**in letters a)-k)** – if this affects the provisions of the agreement. Amendments must not violate applicable legal regulations. In particular, amendments due to the following shall be acceptable:
 - a) changes in VAT – resulting from amendments to legal regulations;
 - b) amendments resulting from the issuance of an individual tax ruling affecting the VAT rate;
 - c) amendments resulting from the application of an incorrect VAT rate;
 - d) amendments to any regulations, legislation and other documents affecting the performance of the agreement;
 - e) changes of the persons performing the contract – the Contracting Authority allows for the possibility of changing the persons performing the contract, provided that the Contractor obtains written acceptance from the Contracting Authority, while only candidates meeting the requirements of this Request for Proposals may be accepted. Changing the person performing the contract without the Contracting Authority's approval will result in a breach of the terms of the agreement, and thus entitle the Contracting Authority to withdraw from the agreement;
 - f) changes in the scope of persons performing the contract – at the request of the Contracting Authority, in the event of failure to fulfil the duties entrusted to them by the persons performing the contract or incorrect performance of the entrusted duties. The replacement must meet the requirements of this Request for Proposals;
 - g) changes in the time limit for the implementation of the agreement or the time limits for the implementation of individual works or stages in the schedule provided for in the agreement – if it impossible to perform the agreement within the time limit specified therein;

- h) changes to the contract performance timing for reasons taking into account the need for proper project implementation and achievement of the indicators assumed in the project;
- i) changes in the method of settling the agreement or making payments to the Contractor, if the originally adopted method for settling the agreement or making payments turns out to be ineffective from the point of view of the project implementation;
- j) changes related to performance of additional services if these changes become necessary, and a possible extension of the material scope of the contract implementation means that: (i) for economic or technical reasons it is impossible to change the Contractor; (ii) a change of the Contractor would cause significant inconvenience or a significant increase in the costs of the Contracting Authority, (iii) the value of the change does not exceed 50% of the contract value specified in the agreement.
- k) occurrence of circumstances on which the Contracting Authority and/or the Contractor had no influence and could not predict during the execution of the contract, and which significantly affect the mutual obligations of the Contracting Authority and the Contractor (hereinafter: Parties), in the event of a change in legal provisions relevant to the execution of the contract, economic and political changes and in the event of the so-called force majeure. For the purposes of the agreement, "force majeure" means external events beyond the Party's control, which could not have been foreseen and which could not have been avoided even if the Parties had exercised the greatest care, and which made it impossible to perform the obligations under the agreement, in particular such as war, terrorist attack, riot, earthquake, fire, explosion, strike, lockout, general shortage of means of transport, materials or labour or restrictions in the energy supply. The Party that encounters difficulties in the performance of the agreement as a result of force majeure is obliged to immediately notify the other Party of the occurrence and cessation of force majeure. Failure to notify or delay in notifying the other Party of the occurrence of force majeure will result in the Party being unable to effectively invoke force majeure as a reason for release from liability for non-performance or improper performance of the obligation. The Party that encounters difficulties in the performance of the agreement as a result of force majeure shall be obliged to take all possible actions provided by law in order to minimise the impact of force majeure on the performance of the agreement. The dates or time limits for fulfilling obligations under the agreement will be deferred or extended by the period of force majeure. Force majeure shall not include events resulting from non-performance or improper performance of the agreement, the occurrence of which could have been foreseen by the Party at the time of concluding the agreement or that could have been prevented by exercising due care;
- l) changes in the method of settling the agreement or making payments to the Contractor as a result of amending to the co-financing contract concluded by the Contracting Authority or the Guidelines indicated in **point 1.1** of this Request.

13.7. The Contracting Authority reserves the right not to sign the agreement or to withdraw from the performance of the agreement concluded with the selected Contractor, in whole or in part, in the event of circumstances that make the execution of the contract impossible or the conditions of the contract have changed.

13.8. The Contractor shall have no rights to remuneration for unused and unfulfilled contract part.

13.9. The settlement with the Contractor shall take place on a one-off basis, after works are completed by the Contractor and accepted by the Contracting Authority. Settlements will be made after signing the acceptance reports confirming the proper execution of the works.

13.10. For non-performance of the agreement by the Contractor, the Contracting Authority may impose on the Contractor contractual penalties stipulated in the agreement concluded with the Contractor.

13.11. The Contracting Authority notifies that it processes personal data obtained during the procedure, in particular: personal data disclosed in proposals, documents and declarations attached to the proposal and personal data disclosed in documents and declarations submitted during the execution of the contract.

13.12. The processing of personal data by the Contracting Authority is necessary for the purposes of the legitimate interests pursued by the Contracting Authority and to fulfil the legal obligation imposed on the controller. Therefore, when entering the procedure, the Contractor shall be obliged to consent to the processing of information containing personal data and to inform in writing and obtain the consent of each person whose personal data will be provided in the proposal, declarations and documents submitted in the procedure. To this

end, the Contractor will submit an appropriate written declaration (included in the Proposal Form).

13.13. In accordance with Article 13(1) and Article 13(2) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4.05.2016, p. 1), hereinafter: “GDPR,” the Contracting Authority would like to inform you that:

- a) The controller of personal data collected during this procedure for the purposes of selecting the Contractor to provide the service in relation to this Request for Proposal shall be the Contracting Authority: SWPS University, ul. Chodakowska 19/31, 03-815 Warszawa.
- b) Collected personal data of Contractors and other persons related to the procedure will be processed based on point (c) of Article 6(1) of the GDPR for purposes related to this procedure.
- c) Collected personal data will be stored, in accordance with the co-financing agreement, for the period of the procedure, during the term of performance of the agreement concluded as a result of the procedure, after the period of performance of the Agreement – for the period of the controller pursuing objectives related to legitimate interests of the controller that are related to the aforementioned agreement or obligations under the universally binding legal regulations.
- d) No automated decisions will be taken with respect to personal data collected, in accordance with Article 22 of the GDPR.
- e) The Contractor and other persons/entities appointed by the Contractor, providing their personal data to the Contracting Authority in relation to this Request for Proposal shall have:
 - the right of access to their personal information – based on Article 15 of the GDPR;
 - right to rectification of personal data pertaining to these persons – based on Article 16 of the GDPR;¹
 - right to request the controller to restrict the processing of personal data, with the exception of instances referred to in Article 18(2) of the GDPR² – based on Article 18 of the GDPR;
 - right to lodge a complaint with the President of the Office for the Protection of Personal Data, when the Contractor concludes that the processing of personal data pertaining to them breaches provisions of the GDPR.
- f) In relation to this procedure, the Contractor and other persons shall not be entitled to:
 - in relation to point (b), (d) or (e) of Article 17(3) of the GDPR – right to erasure of personal data;
 - right to personal data portability referred to in Article 20 of the GDPR;
 - based on Article 21 of the GDPR – right to object to processing of personal data, because personal data of Contractors and other persons appointed by the Contract are processed on the legal basis of point (c) of Article 21(6) of the GDPR.

Appendix no. 1 – Proposal Form

Appendix no. 2 – Description of the Contract Subject Matter

Appendix no. 3 – Key Provisions of the Agreement

Appendix no. 4 – Delivery and Acceptance Report Template

¹ **Explanation:** Exercising the right to rectification cannot result in changing the outcome of the public contract award procedure or a change of provisions of the agreement to the extent inconsistent with the Guidelines on the eligibility of expenditures under the European Regional Development Fund, European Social Fund and the Cohesion Fund for the years 2014-2020, and cannot violate integrity of the protocol or appendices thereto.

² **Explanation:** Right to restriction of processing shall not apply to storage in order to ensure the application of legal protection measures or to ensure protection of rights of another natural or legal person or in case of processing for reasons of important public interest of the European Union or of a Member State.