

Lodz, dated 01.08.2023

The Royal College of Radiologists
63 Lincoln's Inn Fields
London WC2A 3JW
UK

INVITATION TO NEGOTIATE WITH A VIEW TO THE AWARD OF A PUBLIC CONTRACT

I. Ordering party – name, address and contact details.

National Centre for Radiation Protection in Health Care,
address: 6 Smugowa Street, 91- 433 Lodz;
VAT Id. No.: PL 726 254 28 75
Phone No.: +48 42 203 29 10;
e-mail address: kcor@kcor.gov.pl

II. Contractor – the entity to which the Ordering Party intends to award the contract.

The Royal College of Radiologists (RCR);
address: 63 Lincoln's Inn Fields, London WC2A 3JW;
Phone No.: 020 7405 1713
e-mail address: Yash_Chitale@rcr.ac.uk

III. Contract awarding procedures

1. The proceedings are conducted as a sole-source contract pursuant to Article 214 Section 1 item 1 letter b of the Act of 11 September 2011.-Public Procurement Law (Journal of Laws of 2022, item 1710, as amended). The procedure is aimed at awarding the public contract, as specified in detail in section IV after negotiations with one Contractor., i.e.The Royal College of Radiologists (RCR).
2. The public contract is not funded by the European Union.
3. The estimated value of the contract in question does not exceed the EU thresholds referred to in Article 3 of the Act – Public Procurement Law.
4. This invitation is available at:
<https://kcorwoz.bip.gov.pl/zamowienia-publiczne>.

IV. Description of the subject matter of the contract.

1. The subject of the contract is renewal of the subscription for online access (and via mobile application) to the publication „Imaging referral guidelines for physicians „ for health care units in the Republic of Poland and its constant, current update.
2. The negotiations will be conducted by telephone or using electronic means of communication (e-mail) between authorised employess of the Ordering party and representatives of the Contractor. The negotiations will be conducted from the time the Ordering Party publishes this invitation to negotiate at <https://josephine.proebiz.com>, until 16.08.2023, until 23:59 Centre European Summer Time (CEST).

V. Contract delivery date.

The public contract referred to in invitation to negotiate shall be completed by 14.09.2023.

VI. Scope of negotiations between the Ordering Party and the Contractor

Negotiations between the Ordering Party and the Contractor shall concern:

- 1) the detailed scope and method of access to the publication referred to in Part IV, paragraph 1,
- 2) price for contract completion,
- 3) contract delivery date,
- 4) material provisions of the public procurement contract, including rights and obligations of the Ordering Party related to access to the publication.

VII. Information on the way of communication between the Ordering Party and the Contractor:

The person authorized to contact the Contractor is: Mr. Dariusz Kluszczynski, phone no. +48 42 203 29 10; e-mail address: klud@kcor.gov.pl

VIII. Additional information:

1. The price for the performance of the contract will be expressed in British Pounds.
2. The Ordering Party does not provide for reimbursement of costs of participations in the proceedings.

IX. Contract for the award of a public contract

The public procurement contract shall be concluded in writing under pain of nullity.

X. Provisions concerning the processing of personal data.

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general Data Protection Regulation) [Official Journal of the EU L 119 of 04.05.2016, p.1], hereinafter "RODO", the Ordering party informs that:

- 1) the controller of personal data of the data subjects is the National Centre for Radiation Protection in Health Care, located in Lodz, 6 Smugowa Street, 91-433 Lodz; e-mail address: kcpr@kcpr.gov.pl;
- 2) the data subject, regarding the protection of his/her personal data, may contact the data protection officer appointed by the Controller at the e-mail address: iodo@kcpr.gov.pl or in writing to: 6 Smugowa Street, 91-433 Lodz;
- 3) personal data referred to in point 1 shall be processed in order to determine the persons authorized to represent the vContractor and the scope of their authorization, and in consequence to determine the possibility of entering into a vcontract and its validity, and furthermore in order to implement the rights and fulfil obligations vested – on the basis of the concluded contract – in the Administrator (the Ordering party) with regard to the Contractor, i.e. for purposes resulting from legitimate interests realized by the Administrator on the basis of art. 6 clause 1 letter f of RODO;
- 4) personal data referred to in point 1 will not be transferred to other entities except in cases provided for by generally applicable law;
- 5) personal data referred to in point 1 will be stored until the fulfilment of the legally justified interests of the Administrator constituting the basis for such processing, i.e. until the end of the contract, and after that time for the period required by law for the purpose of satisfying potential claims, however not longer than the period of their limitation;
- 6) the data subject referred to in point 1 has the right to demand access to the data, their rectification, erasure or restriction of processing, and the right to object to the processing, as well as the right to transfer the data, pursuant to the principles and in cases provided for by the provisions of RODO;
- 7) in case the data subject referred to in point 1 decides that the processing of his/her personal data violates the provisions of RODO, the data subject shall have right to lodge a complaint to the President of the Office for Personal Data Protection;
- 8) providing personal data by persons referred to in point 1 is voluntary, however, it is necessary to conclude and perform the public procurement contract. Failure to provide such data results in the impossibility to conclude a contract;
- 9) with regard to personal data referred to in point 1, no decisions of the Administrator shall be taken by automated means.

XI. Final provisions:

1. The Ordering party reserves the right to cancel the award procedure in the event that the negotiations conducted with the Contractor do not result in the Parties agreeing the provisions referred to in section VI within the time limit referred to in section IV item 3.
2. If the public procurement procedure is cancelled, the Contractor shall not be entitled to any claims against the Ordering party, including financial claims.
3. To the extent not regulated in this invitation to negotiate, the provisions of the Act of 11 September 2019 shall apply.- Public Procurement Law (uniform Journal of Laws of 2022, item 1710, as amended).
4. Should you have any questions regarding the content of this invitation to negotiate, please contact us by e-mail at: klud@kcor.gov.pl