



INVITATION TO TENDER DOCUMENT
Version 2, modified on 14.01.2025*

CONTRACT FOR THE SUPPLY OF SURVEY SERVICES: CAWI Survey on Environment and Climate Protection Using the Discrete Choice Experiment (DCE) Method in Poland, Romania, Croatia, and Bulgaria"

(OPEN PROCEDURE)

REF	1/EUKI/2025
Issue Date	10 th January 2025
Closing Date and Time for Receipt of Queries	17:00 hrs 24 th January 2025
Closing Date and Time for Receipt of Tenders	12:00 noon (CET) 30 th January 2025
Contracting Authority	Center for the Study of Democracy (CSD) on behalf of the project consortium, with its principal place of business at 5 Alexander Zhendov St., Sofia 1113, Bulgaria. E-mail: martin.vladimirov@csd.eu

DISCLAIMERS

The Contracting Authority reserves the right to discontinue the procurement process at any time.

***Information about changes in the tender**

1. Version 2, modified on 14.01.2025 - the change concerns the clarification of the age of respondents - changed to: respondents' age range: 18 to 65 years old

CHECKLIST FOR TENDER SUBMISSIONS

In order to allow the Contracting Authority to fully evaluate completed tender submissions, Tenderers are advised to ensure that their responses include all of the following information:

INFORMATION	
The completed and signed Form of Tender (Appendix 1)	
All other information required in connection with this competitive process	

This checklist has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this Invitation to Tender document and its appendices in full in order to provide a comprehensive and compliant response.

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1. INTRODUCTION

1.1 About the Contracting Authority

Center for the Study of Democracy (CSD), with its principal place of business at 5 Alexander Zhendov St., Sofia 1113, Bulgaria, is the leader of an international consortium that, jointly with IBS (Poland), Energy Policy Group (Romania), and the University of Zagreb (Croatia), implements the project "Fostering ambitious and effective NECPs in Central and Eastern Europe", funded by the European Climate Protection Initiative (EUKI). The project aims to impact energy and climate policies in Bulgaria, Croatia, Poland, and Romania. Its mission is to align these countries with the European Union's ambitious path to climate neutrality by 2050, addressing key challenges such as energy poverty, energy and climate security, and public acceptance of energy transitions. The project aims to drive a strategic shift towards sustainable energy systems, ensuring energy security and social justice and reducing dependency on non-renewable energy sources, thereby aligning Central and Eastern European countries with EU energy and climate goals.

1.2 About the Competition

The Contracting Authority is employing the open procedure to award this contract. In accordance with the provisions governing the conduct of the open procedure, any interested economic operator may tender for appointment as the successful tenderer. In the first instance, tenders received will be assessed against the grounds for exclusion and eligibility criteria contained in Sections 4 of this document. Tenders not eliminated under either the grounds for exclusion or the eligibility criteria will then be evaluated against the award criteria, rules and weightings contained in Section 6 of this document in order to identify the most economically advantageous tender.

1.3 Scope of the Contract

The subject of the contract is to carry out a CAWI survey in the area of environment and climate protection using the discrete choice experiment (DCE) method. The conditional choice method involves presenting respondents with a randomly selected set of options several times, in relation to which they state their preferences. The survey is to be conducted in Poland, Romania, Croatia and Bulgaria. The contract includes the conduct of the entire CAWI survey process.

1.4 Name and codes specified in the Common Procurement Vocabulary (CPV):

79300000-7 Market and economic research; surveys and statistics

1.5 Subcontracting

Subcontracting is not permitted under this procedure.

1.6 The right to award the contract to the next highest-ranked tenderer

In the event that, following the award of this contract, the successful tenderer cannot, for whatever reason, execute the contract to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer identified by this competitive process. This right shall only be availed of by the Contracting Authority during the tender validity period. This right shall be without prejudice to the right of the Contracting Authority to terminate the contract in accordance its terms and to commence a new competitive process.

2. REQUIREMENTS AND SPECIFICATIONS

2.1 Responsibilities of the Contracting Authority:

1. Delivering the questionnaire (the draft questionnaire can be found in Annex 2)
2. Translation of the questionnaire into 4 languages. The final script of the questionnaire in *.docx format will be provided by the Contracting Authority.

2.2 Responsibilities of the Contractor:

1. Survey administration: planning, coordination and organization of the study
2. Coding and scripting of the questionnaire in 4 languages, and placing it on the server,
3. Recruitment of respondents according to the following eligibility criteria:
 - respondents' age range: 18 to 65 years old; consideration of quotas (in terms of gender, age, education, macro-region, and place of residence: urban/rural areas) in line with the distribution of these characteristics in the population of the countries studied (Bulgaria, Romania, Croatia and Poland).

4. Conducting pilot study:

A quantitative and qualitative pilot will be carried out with samples according to the following breakdown:

- Poland: quantitative pilot: 100 surveys; qualitative pilot: 10 persons;
- Romania: quantitative pilot: 50 surveys; qualitative pilot: 5 persons;
- Bulgaria: quantitative pilot: 20 surveys; qualitative pilot: 5 persons
- Croatia: quantitative pilot: 15 surveys; qualitative pilot: 5 persons.

At the end of the pilot, the Contractor will revise the questionnaire according to the Contracting Authority guidelines until its final acceptance. The Contracting Authority retains the right to withdraw from the study after the pilot is implemented. In such a situation, the Contractor will only be paid for the pilot's implementation.

5. Conducting main study:

The completion of a total of **at least 9,250 effective** (i.e. fully completed and validated) CAWI surveys without errors or missing data, using professional CAWI survey software, according to the following breakdown:

- Part 1: Poland: 5000 surveys,
- Part 2: Romania: 2500 surveys,
- Part 3: Bulgaria: 1000 surveys,
- Part 4: Croatia: 750 surveys.

These figures do not include those taking part in the pilot survey that will precede the actual survey.

6. Quality control and data integrity management

- The Contractor will be obliged to identify and exclude non-responses, and to ensure that the number of valid responses meets the quantity agreed upon with the contracting authority.
- The Contractor will verify the uniqueness of the panelists and ensure that only unique panelists participate in the study.

- The Contractor is required to implement a systematic verification process to ensure the accuracy and logical consistency of responses collected from survey participants.
- The Contractor will guarantee the implementation of the survey and the delivery of the survey results in compliance with all the necessary security and personal data protection procedures, including but not limited to those contained in the Regulation of the European Parliament and of the Council (EU) 2016/679 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 Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016). The Contractor will ensure that all information is archived to enable the control of the fulfilment of the aforementioned requirement with regard to the study participants for a period of 5 years after the implementation of the study.

7. Deliverables

- The results from each part of the study will be compiled in a predefined *.csv format.
- The technical report will be provided for each of the countries and include a detailed description of the survey implementation, i.e.:
 - a detailed description of the sample implementation with a comparison to the quota assumptions,
 - information about the average time of filling in the questionnaire,
 - the number of people abandoning the survey, taking into account the paradata scope declared in the offer,
 - a description of all significant events that may affect the reliability of the data and interpretation of the results.
- All reports will be delivered in a standardized format, agreed upon with the contracting authority.

8. Timeline of key deliverables

This project is expected to commence in Q1 of 2025:

Award of the Contract:	February 2025
Contract commencement:	February 2025
Completion of Pilot Study of Part 1 (Poland)	within 30 days from the contract signing
Completion of Pilot Study of Part 1 (Romania)	within 30 days from the contract signing
Completion of Pilot Study of Part 1 (Bulgaria)	within 30 days from the contract signing
Completion of Pilot Study of Part 1 (Croatia)	within 30 days from the contract signing
Acceptance of the final version of the questionnaire after the pilot phase	within 40 days from the contract signing
Completion of the Survey - Part 1 (Poland)	within 75 days from the contract signing
Completion of the Survey - Part 2 (Romania)	within 75 days from the contract signing
Completion of the Survey - Part 3 (Bulgaria)	within 75 days from the contract signing
Completion of the Survey - Part 4 (Croatia)	within 75 days from the contract signing
The final version of database and technical report	within 90 days from the contract signing

3. INSTRUCTIONS TO TENDERERS

3.1 Compliance with Instructions to Tenderers

Tenderers are required to comply with these Instructions to Tenderers when preparing their tender submissions. By submitting a tender, each tenderer acknowledges and agrees to be bound fully by these Instructions to Tenderers. Non-compliance with these Instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these Instructions to Tenderers is final and binding.

3.2 Precedence of Invitation to Tender document

This Invitation to Tender document supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and the market; tenderers shall place no reliance on such previous documentation and correspondence.

3.3 Ambiguities, Discrepancies, Errors or Omissions in the Tender Document

If you consider that you are missing any documents or information, the absence of which would preclude you from submitting a comprehensive tender, or should you become aware of any ambiguity, discrepancy, error or omission in this Invitation to Tender document, please raise the matter by sending an e-mail to as soon as possible.

3.5 Queries

All queries regarding this competition should be submitted through the following e-mail address: ibs@ibs.org.pl The closing date for receipt of such queries is **17:00 hrs (CET) on 24th January 2025**.

3.6 Tender Submission

Tenders must be submitted to the following e-mail address: ibs@ibs.org.pl

The deadline date and time for receipt of tenders is 12:00 noon (CET) 30th January 2025.

3.7 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for receipt of tender submissions by giving notice to tenderers at any point up to deadline date contained in this Invitation to Tender document.

3.8 Notice of Addenda

The Contracting Authority reserves the right to update or alter the information contained in this document at any time, but not later than seven (7) days before the deadline date for the receipt of tender submissions. Any such notification will automatically become part of this Invitation to Tender document.

3.10 Modifications to Tenders (Prior to Deadline Date for Receipt of Tenders)

Modifications to tender submissions will be accepted in the form of supplementary information and/or addenda, before the deadline date for the receipt of tender submissions.

3.11 Cost of Preparation of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

3.12 Clarification of Abnormally Low Tenders

In the event that the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter, the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request or to address the Contracting Authority's concerns satisfactorily may, at the discretion of the Contracting Authority, result in the elimination of the tender in question.

3.13 Tender Validity Period

A tender validity period of six months, commencing on the deadline date for receipt of tender submissions, is required to allow sufficient time for tender assessment.

3.14 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only. All prices and rates quoted should be based on both VAT and VAT-inclusive costs, clearly identifying the applicable rate of VAT.

3.15 Payments

The contract will be concluded between the Contracting Authority and the successful tenderer, in a format agreed upon the parties. Invoices and payments for the execution of the work covered by this order will be split among the four consortium members as follows:

- Part 1: Poland: 5000 surveys; Purchaser/ bill to: Institute for Structural Research, Irysowa 18c, 02-550 Warsaw, Poland; Vat number: PL 701-00-06-63
- Part 2: Romania: 2500 surveys; Purchaser/ bill to: Energy Policy Group Association (Romania), Address: 159 Constantin Noica Street, Bucharest, district 6, 060052, Romania; national fiscal registration no: 32929376, EU VAT no. RO34719281
- Part 3: Bulgaria: 1000 surveys; Purchaser/ bill to: Center for the Study of Democracy, 5 Alexander Zhendov St., Sofia 1113, Bulgaria; Vat number: Not applicable (not VAT registered).
- Part 4: Croatia: 750 surveys; Purchaser/ bill to: University of Zagreb (Croatia), Faculty of Mechanical Engineering and Naval Architecture, Ivana Lučića 5, 10002 Zagreb, p.p. 102 Croatia; VAT number: HR22910368449

The contract with the selected Contractor will include provisions regarding the Contracting Authority's right to withdraw from the study after the pilot and the right to remuneration for implementing this phase.

3.15 Confidentiality

The distribution of this Invitation to Tender document is for the sole purpose of obtaining tender submissions as referred to therein. The distribution of this document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties.

In this regard, tenderers are asked to consider if any of the information they supplied in response to this Invitation to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this Invitation to Tender or in the course of any contract as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including European Procurement Directives. The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

3.16 Conflict of Interest

Any conflict of interest involving a tenderer must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority, or employees of the Contracting Authority or their relatives, must be fully disclosed in the tender submission. In the event that the tenderer becomes aware of the conflict of interest only after a tender submission has been made, the conflict of interest must be immediately disclosed to the Contracting Authority. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of any contract, depending upon when the conflict of interest is made known to the Contracting Authority.

3.17 National Legislation

Tenderers are advised that national legislation applies in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tenders. Moreover, tenderers are advised that Bulgarian laws will govern this competitive process. Both this competitive process and any resulting contract will be subject to the exclusive jurisdiction of the Bulgarian courts.

3.18 Determination of Responsiveness

After opening tender submissions, the Contracting Authority will determine whether each tender submission is substantially responsive to the requirements of this Invitation to Tender document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under any contract to be awarded, the tender shall be rejected.

3.19 Clarification of Tenders

To assist in the evaluation and associated comparison of tender submissions, the Contracting Authority may ask tenderers to clarify and supplement certain aspects of their tender submissions, including financial proposals. A request for such clarifications should not be construed as an indication of success in the competition.

3.24 Notification of Tender Evaluations

All tenderers will be informed in writing of the outcome of this tender competition following the completion of the evaluation of tender submissions.

4. ELIGIBILITY CRITERIA

4.1 Eligibility Criteria

The Contracting Authority is using the open procedure to award this contract. While any interested party may submit a tender, only those tenderers meeting the stated levels of legal and technical capacity will be considered for appointment as the successful tenderer.

1. Legal and regulatory capacity

Tenderers must prove that they are allowed to pursue legal and professional activity necessary to carry out the work subject to this call for tenders

- **Evidence to be provided:** confirmed by a declaration from the Tenderer – the tender must include a duly filled and signed *Part II Tenderer's statements* of the Offer Form. It should be signed by an authorised representative presenting the names of the tenderer.

2. Technical and professional capacity criteria and evidence

Tenderers must comply with the criteria listed below.

Criterion A1: The tenderer must prove experience and necessary knowledge and have at their disposal the appropriate technical potential and persons capable of performing the contract, incl. conducting a national survey on a representative sample of the population in Bulgaria, Croatia, Poland, and Romania, ensuring both appropriate sample size and geographical distribution

Evidence A1: The tenderer must provide references to at least 5 surveys using the CAWI method (carried out over the last 2 years, and if the period of activity is shorter, in this period), including:

- Each of these surveys was carried out with a sample size of no less than 1000 respondents,
- At least one of these studies was carried out using randomisation, which involves randomly assigning respondents to different groups and displaying various information to them.

Evidence A2: The tender must ensure access to its own panel of respondents across all four countries, including the following specifications: the size of the panel (number of active panellists) for each country, methods for verifying information about the panellists, and procedures for updating panellist information.

Criterion B1. The team delivering the service should include, as a minimum, one person who has at least 5-year experience in quantitative multi-country research, incl. studies carried out using randomisation.

Evidence B1: CV of the person indicated in **the offer form**, along with a list of completed projects.

4.2 Grounds for Exclusion

The grounds for exclusion that apply to this competition are set in Articles 57.1 and 57.6 of Directive 2014/24/EU). A tenderer's position under each of these grounds will be assessed by reference to the completed *Part II Tenderer's statements* of the Offer Form.

Entities with personal or capital relations with the Contracting Authority are also excluded from the possibility of contract execution. A capital or personal relationship shall mean a mutual relationship between the Awarding Entity or persons authorised to incur liabilities on behalf of the Awarding Entity, or persons performing activities on behalf of the Awarding Entity

For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder. Such a request may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder.** In the event that the supporting documentation demonstrates that any eligibility criterion is not complied with, the tenderer will be eliminated from this competition.

5. AWARD CRITERIA

5.1 Award Criteria

This contract will be awarded to the tenderer submitting the most economically advantageous tender, identified following the application of the award criteria and weightings detailed hereunder. It is emphasised that the Contracting Authority is not bound to accept the most economically advantageous tender or any tender received and reserves the right to accept or reject in whole or in part any or all Tenders received.

Tenders will be evaluated by the Awarding Authority on the basis of the following criteria, taking into account the following weights:

Tender evaluation criteria	Weight	Maximum number of points
(a) the total net price in EUR	73%	73
(b) the capabilities for contract execution	27%	27

Method of awarding points for meeting a given bid evaluation criterion:

a) Method of evaluation of the criterion "net price of contract execution (EUR)":

The offer with the lowest net price will receive 73 points; other offers will be scored linearly (to 2 decimal places) according to the following arithmetic formula:

$$\frac{\text{price of the cheapest offer}}{\text{price of the evaluated offer}} \times 73 \text{ points}$$

(b) Method of evaluation of the criterion "capabilities for contract execution".

For this criterion, the following will be assessed:

- 1) The capability to exclude non-responses, **max 9 points** (1,5 point for each indicated method)
- 2) Panel size in terms of active panelists in the four respective countries: **max 10 points**.

The Contractor who provides the largest panel size (total number of active panellists for all countries) will receive 10 points, and the other Contractors, will be scored linearly (to 2 decimal places) according to the following arithmetic formula:

$$\frac{\text{the total number of panellists included in the evaluated offer}}{\text{the highest total number of active panellists}} \times 10 \text{ points}$$

- 3) Paradata collection, **max 6 points** (1 point for each indicated 1 for each type of paradata)
- 4) Valid ISO certificate or another certification confirming strict fieldwork quality standards and professional codes of conduct as set out, for example, by the ESOMAR International Code of Marketing and Social Research Practice, the World Association for Public Opinion Research (WAPOR) and AIMRO (the Association of Irish Market Research Organisations) – **2 points**

Contractors will provide the above information to assess this criterion in the Offer Form.

The number of points scored will determine the selection of the offer. An offer for the execution of the contract may obtain a maximum of 100 points. The Contracting Authority will award the contract to the tenderer whose offer obtains the highest number of points.

Tenders must score a minimum of 70 points in total and score at least 60% of the points within the capabilities for contract execution criterion. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

5.1 Selection of the most advantageous offer:

The Contracting Authority, after evaluating the offers in terms of formalities and compliance with this Request for tender, will award the contract to the tenderer whose bid meets all the requirements listed above and obtains a total of the most points based on the bid evaluation criteria listed above.

The procedure may result in the selection of one Contractor.

An offer that does not meet the formal requirements specified in the Request for tenders shall be rejected.

The Contracting Authority reserves the right to negotiate the price with the Tenderers whose bids obtained the highest number of points or if the price offered by the Tenderer who submitted the most advantageous bid exceeds the amount allocated by the Contracting Authority for the execution of the contract.

If the tenderer whose bid has been selected refuses to sign the contract, the Contracting Authority reserves the right to submit a proposal to conclude the contract with the tenderer whose offer will be the most advantageous among the other offers submitted

5.2 Rejection

An offer will be rejected if:

- It was submitted after the deadline,
- It was filed in the wrong place,
- Its submission constitutes an act of unfair competition within the meaning of the provisions on combating unfair competition,
- The offer has not been accompanied by all the required documents provided for in the announcement, subject to the provisions of Section 5.3 concerning the possibility of calling on tenderers to supplement the offer and the required attachments,
- The price offered by a given tenderer exceeds the amount that the Contracting Authority intends to allocate to finance the contract, subject to the provisions of Section XII concerning the possibility of negotiations.

- It does not comply with the requirements set out in the Request for Tender.
- It is incompatible with current legislation.
- The tenderer does not meet the conditions for participation in the procedure,
- The offer contains an abnormally low price.

Tenderers shall have no claim against the Contracting Authority for the rejection of a tender.

5.3 Call on tenderers to supplement the offer

The Contracting Authority may call upon tenderers, who failed to submit statements or documents required by the Purchaser, referred to Sections 4 and 5 of this Tender Document, or who failed to submit powers of attorney, or who submitted statements and documents required by the Contracting Authority, referred to Sections 4 and 5 of this Tender Document, containing errors, clerical or accounting errors or failing to confirm the fulfilment of conditions for participation in the procedure by the tenderer, or who submitted faulty powers of attorney, to submit them within the designated time limit, unless, despite their submission, the tenderer's offer is subject to rejection or it would be necessary to invalidate the proceedings.

During the examination and evaluation of tenders, the Contracting Authority may demand explanations from Tenders regarding the contents of submitted offers, including statements or documents referred to Sections 4 and 5 of this Request for tenders, as well as submitted powers of attorney

The Contracting Authority shall reject the tender of the Tenderer who has not submitted explanations or if the evaluation of the explanations together with the evidence provided confirms that the tender contains information that is untrue or impossible to prove.

6. CONDITIONS FOR AMENDING THE CONTRACT

6.1 Conditions for amending the contract:

The Contracting Authority reserves the right to amend the contract concluded as a result of the Request for Tenders in the following cases:

- the occurrence of force majeure, preventing the execution of the subject matter of the contract within the time limits specified in the contract;
- changes in generally applicable legislation to the extent that they affect the performance of the contract;
- arising from discrepancies or ambiguities in the meaning of terms used in the contract which cannot be removed by other means, and the amendment will enable the discrepancies to be removed and the contract to be clarified in order for it to be interpreted unambiguously by the parties, while not changing the nature of the contract;

Any changes to the Agreement must be made in writing as an annexe; otherwise, they are null and void.

In addition, the Contracting Authority allows significant changes to the provisions of the contract in the following cases and scope:

- the manner in which the subject matter of the contract is to be performed due to the occurrence of circumstances that the Principal and the Contractor could not have foreseen despite exercising due diligence;
- remuneration in the event of a change in tax legislation, in particular a change in the rate of value-added tax;
- changes to the scope and manner of performance of the subject matter of the contract in the event of a change to the generally applicable provisions of law to the extent affecting the performance of the contract;
- changes to the rules of payment of the Contractor's remuneration, if the need to introduce the changes results from the provisions of other agreements related to the agreement relating to procedure and the need to introduce the changes, results from circumstances that could not have been foreseen at the moment of concluding the agreement,
- changes to the scope and manner of performance of the subject of the contract due to circumstances that could not have been foreseen at the time of concluding the contract,
- a change of the order execution date in the event of circumstances beyond the control of the parties, which make it impossible to execute the subject matter of the order by the agreed date,
- not lying on the side of the Contractor, when it was impossible to perform the contract or the Contractor was significantly hindered in its performance. The Contractor may make a reasoned request to the Contracting Authority to extend the deadline for the performance of the contract.
- if the need for the change is due to circumstances beyond the parties' control, which could not have been foreseen with due diligence at the time of the contract's conclusion and which prevent the proper execution of the contract's subject matter in accordance with its provisions.
- the occurrence of circumstances for which the Contracting Authority is responsible, particularly those caused by the financial situation, the ability to pay or organisational issues that were not foreseeable when the contract was concluded.

7. RESERVATIONS

1. The contract with the selected Contractor will include provisions on liquidated damages, in particular:
 - a) The Contracting Authority stipulates a contractual penalty of 1% of the total remuneration specified in the contract for each case of failure by the Contractor to perform the service in accordance with the provisions of the contract;
 - b) The contracting Authority stipulates a contractual penalty of 1% of the total remuneration specified in the contract for each day of delay in implementing the study in relation to the final deadline.
 - c) In the event of termination of the contract for reasons attributable to the Contractor, the Contracting Authority will charge a contractual penalty of 15% of the total remuneration set out in the contract;
 - d) The Contracting Authority reserves the right to deduct the accrued contractual penalties from the Contractor's remuneration.
2. The contract with the selected Contractor will include provisions for confidentiality
3. The Contractor undertakes, within the framework of the contractual remuneration, to transfer to the Contracting Authority the entirety of the author's economic rights and related rights, including the exclusive right to authorise the exercise of the dependent copyright, to the works that will be created as part of the execution of the subject contract under the conditions and fields specified in detail in the transfer protocol or a separate agreement.
4. By submitting an offer under the Request for tenders, you are deemed to have accepted its rules.
5. The Contracting Authority shall have the right to cancel part or all of the Request for tenders at any time during the proceedings without giving any reason.
6. The documentation relating to the tender procedure may be forwarded to the relevant Grantor for verification.
7. If the contract cannot be performed for the Contracting Authority in the required quantity indicated in the contract's subject, the Contracting Authority provides for a contractual penalty proportional to the amount of the contract not performed.
8. By submitting a tender, the tenderer simultaneously undertakes to perform the contract subject reliably and on time, in accordance with the project requirements.

ANNEXES

Annex1: Offer Form

Annex 2: Draft Survey Questionnaire