**Invitation to bid:**

**Conducting four online focus group interviews (FGI) with drivers and couriers working through applications**

(number: PU/4-2024/DZP-p)

1. **The Ordering Party:** Marie Curie-Sklodowska University, Plac Marii Curie-Skłodowskiej 5, 20-031 Lublin

NIP: 712-010-36-92, REGON: 000001353

Orderer website: www.umcs.pl, e’mail address: zampubl@mail.umcs.pl

The website of the conducted proceedings on the Platform SmartPzp: https://pzp.umcs.pl

tel.: (81) 537 50 43, office hours: 7:15 ÷ 15:15 (Monday-Friday)

1. **Contract award mode:** the proceedings are conducted below the threshold for the application of the Act of September 11, 2019. Public Procurement Law(Dz. U. 2023 poz. 1605 with changes), in accordance with the applicable Regulations for the award of public contracts at the UMCS.
2. **Subject of the contract::**
3. The subject of the contract is to conduct four online focus group interviews (FGI) with drivers and couriers working through applications within the framework of the project "*Projected transposition of the Directive of the European Parliament and of the Council on improving working conditions in platform work into national law in Poland and Slovakia – impact on the work of drivers and couriers from Ukraine working through applications*."
4. The Ordering Party does not allow partial bids. The contractor shall submit a bid for the entire subject of the contract. The bid shall be submitted in accordance with the model bid form attached to the invitation.
5. A detailed description of the subject matter of the contract is contained in Annex No. 1 to the invitation.
6. **The procedure is carried out within the framework of the National Agency for Academic Exchange under contract number BPN/GIN/2023/1/00010/U/00001.**
7. Definition of the subject of the contract by CPV code: 79310000-0 - market research services.
8. **Authorized contact person:**

Formal issues: Konrad Luchowski, e-mail: konrad.luchowski@mail.umcs.pl, tel. (81) 537 50 43.

1. **The term of the contract:** 30 calendar days from the date of conclusion of the contract.
2. **Period of binding of the bid:** The period of binding the bid is 30 days from the deadline for submission of bids.
3. **Conditions for participation in the proceedings:** Contractors may apply for the award of the contract providing they:

1) Are not subject to exclusion on the basis of Article 108 (1) of the Law and Article 7 (1) of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws of 2023, item 1497, as amended), hereinafter referred to as the Sanctions Law.

2) Meet the conditions for participation in the proceedings in terms of:

1) Ability to act in business:

The Ordering Party does not specify conditions in this regard.

2) Entitlement to conduct a specific business or professional activity:

The Ordering Party does not specify conditions in this regard.

3) Economic or financial standing:

The Ordering Party does not stipulate conditions in this regard.

4) Technical or professional capacity:

The Ordering Party does not stipulate conditions in this regard.



**8 Description of bid preparation:**

1) The offer should be submitted in the form of a scan, in accordance with the model offer form attached to the Invitation.

2) The bid should be signed by the person(s) authorized to act on behalf of the Contractor. All attachments to the bid, being statements, power of attorney, should also be signed by an authorized representative of the Contractor.

3) The bid should include the net and gross price for the entire subject of the contract.

4) The price stated in the bid should include all costs and fees that will arise in connection with the execution of the contract and with the conditions and requirements set by the Ordering Party.

5) The costs of preparing and submitting the bid shall be borne by the Contractor.

6) The Contractor may, before the deadline for submission of bids, change or withdraw his bid.

**9. Place and Deadline for Bid Submission:**

The bid with all required documents should be submitted electronically to: [konrad.luchowski@mail.umcs.pl](mailto:konrad.luchowski@mail.umcs.pl) **by 19.03.2024 by 11:00** a.m. Bids submitted after the deadline will not be considered.

1. **Bid evaluation criteria.**

1) Bid evaluation criteria: price \* - 100%.

\* the total gross price quoted by the Contractor in the bid form will be evaluated.

In making the evaluation, the Employer will use the following formula:

C = (Cn /Co) x 100 points, where:

C - awarded points in the price criterion;

Cn - lowest bid price (gross) among all valid bids;

Co - price of the evaluated bid (gross).

The most advantageous offer, in this criterion, can receive a maximum of 100 points.

2) For the purpose of calculating points, the results of individual mathematical operations will be rounded to two decimal places or to a higher precision, if necessary.

3) The Ordering Party will award the contract to the Contractor whose bid meets all the requirements set forth in the Invitation and whose bid has been awarded the highest score based on the stated bid evaluation criteria.

**11. Clarification of the content of submitted bids, documents, statements/qualification of the bid:**

1. The Awarding Entity, in the course of examining and evaluating a bid, may request clarifications from Bidders regarding the content of submitted bids and the content of submitted statements and documents, as well as call for supplementary statements and documents.
2. The Bidder's offer, the content of which does not correspond to the content of the invitation will not be evaluated.

**11. Contract conclusion:**

The Ordering Party will conclude the contract according to the provisions of the contract presented by the Contractor whose bid was evaluated as the most favorable. The contract presented by the Contractor will be reviewed by the Team of Legal Advisors of UMCS.

**12. Cancellation of the procedure:**

The Ordering Party reserves the right not to award the contract, without any legal or financial consequences.

**13. Final Provisions:**

1) In matters not covered by the invitation, the applicable provisions of the Civil Code, the Public Procurement Law, to the extent applicable, the provisions of the Civil Code, any other provisions of law that may be applicable, and other provisions relevant to the subject matter of the contract shall apply.

2) Contractors are not entitled to legal remedies under the Public Procurement Law in the subject proceedings.

**Annexes:**

1) attachment no. 1 - description of the subject matter of the order

2) attachment no. 2 - offer form

3) attachment no. 3 - draft provisions of the agreement

4) attachment no. 4 - information clause from Article 13 of RODO

**PROREKTOR**

**prof. dr hab. Wiesław I. Gruszecki**

Lublin, dnia 05.03.2024r

*Attachment no. 1*

**DESCRIPTION OF THE SUBJECT OF THE CONTRACT**

**Conducting four online focus group interviews (FGI) with drivers and couriers working through applications**

(number: PU/4-2024/DZP-p)

1. To conduct 4 focus group interviews (FGI) among Ukrainian minority working for digital work platforms (2x drivers and 2x delivery-couriers of companies such as Bolt, Wolt, Uber Eats), in large cities in Poland and Slovakia (at least 6 months of experience in this profession) using 2 interview scenarios (1 for couriers, 1 for drivers) provided by the project team.

2 The research must be carried out in Poland (1FGI x couriers and 1FGI x drivers) and Slovakia (1FGI x couriers and 1FGI x drivers) in an online format (choice of communication software on the part of the Contractor).

3 Recruitment for focus groups in Poland (2FGI) and Slovakia (2FGI) (a minimum of 5 and a maximum of 6 people must participate in each focus group interview). Total recruitment for the study of 10-12 people in Poland and 10-12 people in Slovakia.

4. The approval of 2 focus group interviews (FGI) scenarios provided by the project teams.

5. The translation of 2 focus group interviews (FGI) scenarios into Ukrainian.

6. Recording 4 focus group interviews after obtaining consent of respondents for recording.

7. Length of one interview (FGI) up to 120 minutes.

8. The focus group interviews FGI (4) must be conducted within 30 days from the date of the contract.

*Attachment no. 2 - offer form*

**OFFER FORM**

**Contractor:** ………………………………………………………………………………………………………………………………………………………………………

*(company’s name and adrress)*

Represented by: ………………………………………………………………………………………………………………………………………………………

*(Name, position in the company, basis for representation)*

tel., address e-mail: ...................................................................................................................................................................

NIP: ……………………………………….. REGON: …………………………………………..

The contractor is: □ a micro □ a small □ a medium □ a large entrepreneur. \*

In response to the Invitation to Bid for::

**Conducting four online focus group interviews (FGI) with drivers and couriers working through applications**

(number: PU/4-2024/DZP-p), we submit this offer.

1. We declare that we have familiarized ourselves with the Invitation to bid and do not raise any objections to it, and have acquired the necessary information needed to properly execute the order.
2. We offer to execute the order in full material scope, in accordance with the description of the subject matter of the order for the price of:

**………………………………………. zł netto; ………………………………………. zł brutto**

1. We undertake to execute the order within the deadline specified in the Invitation to Bid.
2. We consider ourselves bound by this bid for a period of 30 days from the deadline for submission of bids.
3. We declare that we are not subject to exclusion from the subject proceeding on the basis of Article 7 paragraph 1 of the Act of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws of 2023, item 1497 as amended).
4. We will entrust the contract to Subcontractors in the following scope: .............................................................................\*\* (please also provide the names of the Subcontractor or Subcontractors, if already known).
5. We declare that we have fulfilled the information obligations provided in Article 13 or Article 14 of GDPR1 towards natural persons from whom we have directly or indirectly obtained personal data in order to apply for a public contract in the subject proceedings. 2)

*……………………………….. …………………………………………………..*

*(city, data) (signature, name stamp of person authorized*

*to submit statements of intent on behalf of the Contractor)*

1) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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).

2) If the Contractor does not provide personal data other than directly concerning him or her or there is an exemption from the application of the information obligation, pursuant to Article 13 (4) or Article 14 (5) of the GDPR, the content of the statement is not submitted by the Contractor (delete the content of the statement, for example, by deleting it).

*attachment no. 3 - draft provisions of the agreement*

**DRAFT PROVISIONS OF THE AGREEMENT**

**AGREEMENT NO. ............................**

concluded on .......................... in Lublin between:

**Maria Curie-Skłodowska University in Lublin**, pl. Marii Curie-Skłodowskiej 5, 20-031 Lublin, NIP: 712-010-36-92, REGON: 000001353, referred to in the text of the agreement as the "Ordering Party", represented by:

………………………………………………………..

With the countersignature of the Bursar of Maria Curie-Skłodowska University,

and: …………………...…………..…, hereinafter referred to in the body of the contract as "Contractor", represented by: .........................,

and collectively referred to as the "Parties"

This Agreement has been concluded as a result of the award of a public contract, following a procedure below the threshold for the application of the Public Procurement Law (Journal of Laws 2023, item 1605, as amended), in accordance with the applicable Regulations for the award of public contracts at Maria Curie-Sklodowska University in Lublin.

**§ 1**

**Subject of the contract**

1. The subject of the contract is conducting 4 online focus group interviews (FGI) with drivers and couriers working through applications within the project entitled "Projected transposition of the Directive of the European Parliament and of the Council on improving working conditions in platform work into national law in Poland and Slovakia – impact on the work of drivers and couriers from Ukraine working through applications", funded by the National Agency for Academic Exchange, contract number BPN/GIN/2023/1/00010/U/00001, in accordance with the specifications set out in the description of the subject of the order and the offer form, which are annexes to the contract.

2. A detailed description of the subject matter of the contract is provided in Appendix No. 1 to the Invitation - Description of the subject matter of the contract.

3. The bid form is provided in Appendix No. 2 to the Invitation - Bid Form.

**§ 2**

**Contract completion date**

The Contractor undertakes to perform the subject of the agreement specified in § 1 within the time limit compliant with the Contractor's declaration in the offer form, i.e. within 30 days from the date of conclusion of the agreement.

**§ 3**

**Persons coordinating performance of the contract**

1. On the part of the Ordering Party, the person authorised to coordinate the execution of the contract is:

.........................................................................................................................................................,

2. On the part of the Contractor, the person authorised to coordinate performance of the contract is:

................................................, tel. ................................................e-mail ..................................

**§4**

**Acceptance of the subject of the agreement**

1. Completion of the subject of the agreement shall be confirmed by an acceptance protocol signed by authorised representatives of the Parties within 5 days from the date of delivery of the subject of the agreement. The acceptance protocol shall include information regarding the date of delivery of the subject of the agreement.
2. Acceptance of the subject of the agreement shall be performed by an authorised representative of the Ordering Party. The person responsible for receiving the subject of the agreement (in terms of compliance of accounting evidence, i.e. invoices and receipts with the content of the agreement and in terms of compliance with the agreement and the description of the subject of the contract) and signing the acceptance protocol.
3. The Contractor shall be liable to the Ordering Party for any physical and legal defects of any materials supplied - the results of the order performed by the Contractor.
4. The Contractor shall ensure that the work covered by the contract is carried out with the utmost care.
5. The Ordering Party reserves the term of 5 days from the date of handing over the subject of the contract for checking the documentation of the performed service in terms of correctness of preparation, completeness and compliance with the "Description of the subject of the contract”.
6. If any irregularities are identified, the Ordering Party will notify the Contractor of any objections to the complete dataset. The Contractor shall remove the defects in the delivered data indicated by the Ordering Party within 5 days.

§ 5

**Contract Value**

1. The maximum value of the Contract amounts to: ..................... PLN (in words: ............... PLN), according to the price specified in the Contractor's offer (Annex No. 2 to the Contract).
2. (2) Settlement for the service will take place on the basis of four group interviews conducted and audio/video files provided.
3. (3) The price specified in paragraph 1 shall include all costs to be incurred by the Ordering Party regarding performance of the subject of the agreement.
4. The Contractor shall deliver a VAT invoice/ bill to the Ordering Party's registered office no later than within 7 days from the date of acceptance of the properly completed subject of the agreement by the Ordering Party, confirmed by signing the acceptance protocol.

**§ 6**

**Payment term and conditions**

1. Payment of the remuneration will be based on an invoice/invoice issued upon completion of the contract.
2. Payment will be made by transfer to the account indicated in the invoice/ bill within 30 days of receipt of a correctly issued invoice/ bill by the Ordering Party, with statutory interest in the event of default.
3. The date of payment shall be the date on which the Ordering Party's bank account is debited. The deadline shall be deemed to have been met if the Ordering Party's bank account is debited on the last day of the payment deadline at the latest.
4. The Contractor may not transfer the receivables arising from the contract to a third party without the written consent of the Ordering Party. The content of the documents relating to the transferred receivables (transfer agreements, loans, notices, statements, etc.) must not contradict the provisions of this contract.
5. The Contractor may not, without the written consent of the Ordering Party, entrust a third party with the performance of its obligations under this agreement.
6. The Contractor declares that, as at the date of the transfer order, the Contractor's bank account specified on the invoice is on the list of entities referred to in Article 96b(1) of the Value Added Tax Act (Journal of Laws 2023, item 1570, as amended), hereinafter referred to as the Value Added Tax Act.
7. In the event that the Contractor's bank account does not appear on the list of entities referred to in Article 96b(1) of the Act on Value Added Tax, the Ordering Partyshall be entitled to make payment to that bank account, provided that in that case he or she shall notify the Head of the Tax Office competent for the Contractor of payment to that account within 7 days of the transfer order.
8. In the event that the Ordering Party, through the fault of the Contractor, incurs loss due to the fact that on the date of the transfer order the Contractor's bank account specified in the invoice is not on the list of entities referred to in Article 96b(1) of the Act on Goods and Services Tax, the Contractor shall cover the loss incurred by the Ordering Party on this account in full amount.
9. The provisions of paragraph (8) shall remain in force despite the expiry or termination of the contract.

**§ 7**

**Contractual penalties**

1. The Contractor shall pay the Ordering Party a contractual penalty equal to 20% of the remuneration specified in § 5.1 of the agreement in the event of non-performance of the service within the period specified in § 2 or withdrawal from the agreement by the Ordering Party for reasons attributable to the Contractor and withdrawal from the agreement by the Contractor for reasons beyond the control of the Ordering Party. In particular, cases of non-performance of the contract shall be deemed to be:

1) non-delivery of the subject matter of the contract,

2) non-performance of the order in its entirety

1. In case of delay by the Contractor in relation to the deadline specified in § 2 of the agreement, in performing and delivering the ordered FGI results, the Contractor shall pay the Ordering Party a contractual penalty equal to 1% of the remuneration specified in § 5 item 1 of the agreement for each day of delay, but not more than for 10 working days of delay.
2. The total amount of contractual penalties shall not exceed 30% of the maximum contract value specified in § 5(1) of the agreement.
3. The Contractor agrees that the Ordering Party may deduct the contractual penalties from the amount due to the Contractor on the basis of a debit note issued by the Ordering Party.
4. The Ordering Party may seek compensation on general terms in excess of the contractual penalties reserved for it.

**§ 8**

**Withdrawal from the Contract**

1. The Ordering Party shall have the right to withdraw from the Contract if:
2. The Contractor performs the contract inconsistently with its terms and conditions, in particular it fails to maintain proper quality;
3. In the event of circumstances resulting in the performance of the contract not being in the public interest, in which case the Contractor shall be entitled to remuneration for the completed part of the contract.
4. The declaration of withdrawal shall be made in writing within 7 days from the date of occurrence of the circumstances justifying the withdrawal from the agreement.
5. The Parties shall provide for the possibility of terminating the contract at any time by agreement of the Parties.
6. Withdrawal from the contract shall not deprive the Ordering Party of its right to demand contractual penalties as specified in § 7.1 and § 7.2.

**§ 9**

**Amendments to the contract**

1. All amendments to the agreement must be made in writing - in the form of an annex - otherwise they shall be null and void.
2. The Ordering Party shall allow for amendments to the provisions of this agreement in relation to the contents of the bid on the basis of which the Contractor was selected, if there is a need to make significant amendments to the agreement as a result of circumstances that could not have been foreseen at the time the agreement was concluded.
3. Amendments may be initiated by the Ordering Party or the Contractor by means of a written form during the term of the agreement containing a description of the proposed amendments and their justification.

**§ 10**

**Copyright**

1. Under and pursuant to the agreement, the Contractor shall transfer to the Ordering Party the entirety of the economic copyrights and related rights to the subject matter of the order as defined in Article 50 of the Copyright Law, and in particular in the form of the database with the content specified in the description of the subject matter of the order. In particular, the following are separate fields of exploitation:

1) within the scope of recording and multiplication of the work - production of copies of the work by a specified technique, including printing, reprography, magnetic recording and digital technique;

2) within the scope of circulation of the original or copies on which the work was fixed - introduction into circulation, lending or rental of the original or copies;

3) within the scope of dissemination of a work in a manner other than specified in item 2 - public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making a work available to the public in such a way that everyone can have access to it in a place and at a time chosen by themselves.

The transfer of the rights referred to above by the Contractor to the Ordering Party shall take place upon the transfer of the subject matter of the contract to the Ordering Party by means of a protocol.

1. The Contractor shall not, without the prior written consent of the Ordering Party, disclose any specification, plan, survey design, contact database or information provided by or for the Ordering Party in connection with the Contract to any third party.
2. The Contractor shall not, without the prior written consent of the Ordering Party, use any of the documents or information referred to in paragraphs 1 and 2 for any purpose other than the performance of the Contract.

**§ 11**

**Final provisions**

1. In matters not covered by this Agreement, the provisions of the Act - Public Procurement Law and the provisions of the Civil Code, its implementing regulations and other provisions relevant to the subject matter of the Agreement shall apply.
2. Any disputes arising from the performance of the contract shall be resolved by the Parties amicably, as far as possible.
3. In the event that no agreement can be reached, disputes shall be resolved by the court having jurisdiction over the Ordering Party.
4. The provisions of the contract shall be of a severable nature, and the recognition of any of them as invalid shall not affect the binding force of the others.
5. This Agreement has been concluded in two counterparts, one copy for the Ordering Party and one copy for the Contractor.

Annexes to the contract:

Annex No. 1: Description of the subject matter of the contract

Annex No. 2: Contractor's offer

Annex No. 3: Specimen acceptance protocol

**ORDERING PARTY CONTRACTOR**

*Annex No. 3: Specimen acceptance protocol*

**Conducting four online focus group interviews (FGI) with drivers and couriers working through applications**

(number: PU/4-2024/DZP-p)

**ACCEPTANCE REPORT**

**SUPPLIER:**  **RECEIVER:**

…………………………………………………

………………………………………………… UMCS

………………………………………………... Pl. M. Curie-Skłodowskiej 5

……………………………………………..…. 20-031 Lublin

………………………………………………..

Collection date: .....................................

Contract number: ..................................

|  |  |  |
| --- | --- | --- |
| **No.** | **Data** | **Type of services provided** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

It is stated that the service has been duly performed in accordance with the description of the subject matter of the contract.

The recipient accepts the subject matter of the contract without reservation.

……………..…………………………… …………………………...

Signature of the Supplier Recipient's signature

*Annex no. 4*

**Article 13 GDPR information clause, for the purpose of the public procurement procedure**

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 referred to as "GDPR", we inform that:

1. The controller of your personal data is Maria Curie-Skłodowska University, Plac Marii Curie-Skłodowskiej 5, 20-031 Lublin, tel: zampubl@mail.umcs.pl;
2. The Data Protection Officer at the Maria Curie-Skłodowska University is Mr Paweł Kidyba, e-mail: iod@mail.umcs.pl\*;
3. Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose related to a public procurement procedure whose value does not exceed the value of PLN 130,000, i.e. the threshold for the application of the Act of 11 September 2019. Public Procurement Law (Journal of Laws 2023 item 1605 as amended) - hereinafter referred to as the PPL Act;
4. The recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available under the relevant provisions of the PPL Act;
5. Your personal data will be stored for a period of two years from 31 December of the year following the submission to the European Commission of the statement of expenditure in which the final expenditure for the completed Project is included;
6. The obligation for you to provide personal data concerning you directly is a statutory requirement stipulated in the provisions of the PPL Act, related to participation in the public procurement procedure; consequences of failure to provide certain data result from the PPL Act;;

7) Decisions will not be taken by automated means with regard to your personal data, in application of Article 22 GDPR;

8) You have:

1. pursuant to Article 15 GDPR, the right of access to personal data concerning you;
2. on the basis of Article 16 GDPR, the right to rectify your personal data \*\*;
3. pursuant to Article 18 GDPR, the right to request the controller to restrict the processing of your personal data, subject to the cases referred to in Article 18(2) GDPR \*\*\*;
4. the right to lodge a complaint with the President of the Office for the Protection of Personal Data if you consider that the processing of personal data concerning you violates the provisions of the GDPR;;

9) You do not have:

1. in relation to Article 17(3)(b), (d) or (e) GDPR the right to erasure of personal data;
2. the right to data portability referred to in Article 20 GDPR;
3. pursuant to Article 21 GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) GDPR..
4. In the event of the conclusion of a contract, the personal data of natural persons, in particular those representing and indicated for contact, related to the execution of the contract, obtained directly or indirectly, will be processed by the Parties to the contract for the purpose and period of its execution, as well as for the purposes related to the settlement of the contract, archival purposes and the establishment and assertion of possible claims for the period provided for by the law, on the basis of and in connection with the implementation of the obligations imposed on the controller by these provisions. The data will not be sold or shared with external entities, except as provided by law, nor will they be transferred to third countries or international organisations. They may be transferred to entities cooperating with the University on the basis of entrustment agreements concluded in accordance with Article 28 of the GDPR, inter alia in connection with IT support or correspondence handling. For the rest, the principles and handling of data are described above.
5. The Data Controller obliges you to inform all natural persons involved in the contract of the principles and manner of data processing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\* Clarification: this information is required if there is an obligation for the controller or processor to appoint a Data Protection Officer.*

*\*\* Clarification: the exercise of the right of rectification must not have the effect of altering the outcome of the public procurement procedure or of amending the provisions of the contract to an extent that is incompatible with the PPL Act and must not affect the integrity of the protocol and its annexes.*

*\*\*\* Clarification: the right to restrict processing does not apply in relation to storage, to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or on compelling grounds of public interest of the European Union or of a Member State.*