

ROAP0000.272.4.2020

REQUEST FOR QUOTATION

concerning:

Sequencing of entire genomes of 290 domestic cattle.

APPROVED BY:

Vice-Rector for Research and International Relations

prof. dr hab. Eng. Jarosław Bosy

Wrocław, February 2020

BASIC RULES APPLICABLE TO PROCEEDINGS

1. The provisions of the Act of 29 January 2004 on Public Procurement Law (consolidated text: Journal of Laws of 2019, item 1846, as amended) on the basis of the exclusion contained in Article 4d section 1 item 1 of the PPL Act shall not apply to the proceedings.
2. In matters not regulated by this Request for Quotation and to activities undertaken by the Ordering Party and Contractors, the provisions of the Civil Code and Rector's Ordinance No. 33/2017 shall apply.
3. The proceedings are conducted in Polish. All documents and statements during and after the proceedings may be submitted only in Polish or in a foreign language with a certified translation into Polish.
4. Information constituting a trade secret within the meaning of the provisions on combating unfair competition shall not be disclosed, if the contractor, not later than within the time limit for submission of offers, has stipulated that it cannot be disclosed and demonstrated that the reserved information constitutes a trade secret. In the event of a reservation, the Ordering Party requires the submission of evidence and information that confirms that this is a trade secret. The Ordering Party recommends that the information reserved as a "trade secret" should be submitted by the Contractor in a separate internal envelope marked "Business secret" or stapled, stapled separate from the other - non-confidential parts of the offer. The contractor may not stipulate the following information as trade secrets: name, address, price, deadline for the contract, warranty period and payment terms.
5. Variant offers are not allowed.
6. The Ordering Party does not allow submission of partial offers.

1. NAME AND ADDRESS OF THE ORDERING PARTY

The Ordering Party is : Wrocław University of Environmental and Life Sciences with its registered office at ul. C. K. Norwida 25, 50-375 Wrocław, NIP: 896-000-53-54, REGON: 000001867.

2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

- 2.1. The subject of the contract is: sequencing of entire genomes of 290 domestic cattle.
- 2.2. A detailed description of the subject of the contract is provided in Annex 2 (contract template) to this Request for Quotation

3. THE DEADLINE FOR COMPLETION OF THE CONTRACT

- 3.1 Deadline for order completion: up to 6 weeks from the conclusion of the contract.

4. LIST OF DECLARATIONS OR DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR TO CONFIRM THE FULFILMENT OF THE CONDITIONS FOR PARTICIPATION IN THE OFFER PROCEDURE

The offer must contain the following statements and documents:

- 4.1. A completed and signed **offer form** including the price including VAT tax expressed in PLN - the form template is attachment No. 1 to this question (original),
- 4.2. **A valid excerpt from the relevant register or from the central record of business information**, issued not earlier than 6 months before the deadline for submission of offers (original or copy certified as true to the original by a person authorized to represent the Contractor), If the Contractor has a seat or place of residence outside the territory of the Republic of Poland, instead of the above mentioned documents, shall submit information from a relevant register. In case of the absence of such register, another equivalent document issued by a competent judicial or administrative authority of the country in which the Contractor has the seat or place of residence is required.

- 4.3. **Possible power of attorney** if the documents are signed by a person representing the Contractor other than indicated in the entrepreneur's registration document, the offer should be accompanied by a power of attorney to: represent the Contractor in the contract award procedure / or / represent in the procedure and conclude the contract. The power of attorney must be presented in the original. It is also allowed to submit in the offer a copy of the power of attorney confirmed to be a true copy of the original.

5. CONTACT FORM

- 5.1. The proceedings shall be conducted in writing. The offer and its additions require a written form.
- 5.2. The Ordering Party allows the submission of applications, notifications and information by e-mail (address: beata.piasecka@upwr.edu.pl) and applications will be deemed to have been submitted on time if their content reached the addressee before the expiry of the deadline (it was received by the contracting authority not later than until the end of the day on which half of the deadline for submission of offers expires). Enquiries along with the Ordering Party's responses will be posted on the website www.upwr.edu.pl (website tab: enquiries).
- 5.3. The Ordering Party may provide explanations or leave inquiries without consideration if the question has been received after the deadline. The extension of the deadline for submitting offers does not affect the time limit for submitting the application referred to above.
The content of the enquiries together with the explanations to which the Ordering Party provides an answer, shall be posted by the Ordering Party, without disclosing their source, on the website: https://www.upwr.edu.pl/przetargi/41212/zapytania_ofertowe.html. Contractors are obliged to constantly monitor the above mentioned Ordering Party's website.
- 5.4. In justified cases, the Ordering Party may change the content of the request for quotation before the deadline for submission of offers. Information on such a change, including a change of dates, will be posted on the Ordering Party's website www.upwr.edu.pl.
- 5.5. All modifications, additions, arrangements and changes, including changes of dates, as well as enquiries of Contractors together with explanations become an integral part of the request and will be binding when submitting offers. All rights and obligations of the Contractors with respect to the previously set deadlines will be subject to a new deadline. As a result of the modification of the request for quotation, the Ordering Party may extend the deadline for submitting offers by the time necessary to make changes to the offers, if necessary, in addition, such information will be posted on the website of the Ordering Party https://www.upwr.edu.pl/przetargi/41212/zapytania_ofertowe.html.
- 5.6. Contact by email: beata.piasecka@upwr.edu.pl .

6. OFFER VALIDITY PERIOD

- 6.1. The contractor is bound by the offer for a period of 60 days. The offer validity period begins with the submission deadline.
- 6.2. The contractor may, on his own or at the request of the Ordering Party, extend the offer validity period, however, the Ordering Party may only once, at least 3 days before the end of the offer validity period, request the contractors to agree to extend this period for a specified period, but no longer than 60 days.

7. DESCRIPTION OF THE PREPARATION OF OFFERS

- 7.1. The offer and attachments must be submitted in writing.
- 7.2. If the Contractor intends to entrust subcontractors with the execution of part of the contract, he is obliged to indicate in the offer the part of the contract which he will entrust to subcontractors.
- 7.3. The offer must be made in Polish using a durable and legible technique.
- 7.4. The offer and attachments must be signed by the person (s) empowered to represent the Contractor, i.e. the person (s) empowered to make declarations of will on behalf of the Contractor. Any full power of other persons to sign the offer together with attachments must be attached to the offer. The power of attorney should be presented in the form of an original or a certified copy confirmed to be in conformity with with the original by a notary public.

- 7.5. If copies of the required documents are attached, it is necessary to certify their conformity with the original by the Contractor.
- 7.6. The contractor bears all costs related to the preparation and submission of the offer.
- 7.7. Offers should be submitted in paper version to the following address: Kancelaria Ogólna Uniwersytetu Przyrodniczego we Wrocławiu, ul. C. K. Norwida 25, 50-375 Wrocław pok. 144, I piętro
- 7.8. The envelope must be marked as follows:

**Kancelaria
Uniwersytetu Przyrodniczego we Wrocławiu
50-375 Wrocław, ul. C. K. Norwida 25 (pokój 144)**

Sekwencjonowanie całych genomów 290 osobników bydła domowego.

**Nr sprawy R0AP0000.272.4.2020, nie otwierać przed godz. dnia r.
(do not open before on)**

- 7.9. The offer submitted via e.g. mail or courier should be prepared and marked as above; the date of submitting the offer in this form shall be the date on which the Ordering Party confirms its receipt.
- 7.10. Consequences of submitting an offer not in accordance with the above description (e.g. treating the offer as ordinary correspondence) and failure to deliver it for the opening session at the place and time specified in the request for quotation, shall be borne by the Contractor. In the case of incorrect addressing or description of the envelope, the Ordering Party shall not be liable for incorrect shipment or its early opening.
- 7.11. The Contractor, upon request, will receive a written confirmation of submission of the offer together with the number it has been marked .
- 7.12. In order to make changes or corrections, **before the deadline for submitting offers**, the Contractor may:
 - a) withdraw the previously submitted offer and submit it after subsequent modification . In such a situation, the Contractor withdraws the offer before submitting the offer and submits a new one in its place after modification. Withdrawal of the submitted offer takes place by submitting to the Ordering Party a written notification signed by the authorized representative of the Contractor to the following address: Kancelaria UP, Wrocław, ul. Norwida 25, 50-375 Wrocław). In order to confirm the authority of persons to submit a declaration of withdrawal of the offer, the statement should be accompanied by relevant documents, e.g. the current National Court Register, a certificate of entry in the Central Register and Information on Economic Activity and a power of attorney if necessary,
or
 - b) submit only modified documents. Modified documents are submitted in the same way as the offer, i.e. in a sealed envelope marked "CHANGE". In case of several changes, the envelope of each change should be additionally marked with the words: "change No. ...". The envelope marked "CHANGE" will be opened first and after checking the Contractor's data and their compliance with the description on the submitted offer, the offer shall be considered and processed taking into account the introduced change.

8. EXAMINATION OF OFFERS

- 8.1. The Ordering Party shall examine whether the offers meet the formal requirements. Offers that do not meet these requirements shall be rejected and are not evaluated.
- 8.2. The commission evaluates offers that have not been rejected for formal reasons.
- 8.3. The evaluation of offers is based on the offer evaluation criteria provided in this request for quotation.
- 8.4. When evaluating offers, the Ordering Party may use external opinions and expertise.
- 8.5. In the course of the examination and evaluation of offers, the Ordering Party may request Contractors for explanations regarding the content of the submitted offers.

8.6. In the course of tender examination and evaluation, the Contracting Authority may invite the Economic Operators to complete the documents required in point 4, if they are not submitted or do not meet formal requirements.

9. REJECTION OF AN OFFER, EXCLUSION OF A CONTRACTOR

9.1. The Ordering Party shall reject the offer if:

- a) its content does not correspond to the content of this request for quotation,
- b) its submission constitutes an act of unfair competition within the meaning of the provisions on unfair competition,
- c) contains an abnormally low price in relation to the subject of the order,
- d) the Contractor has not submitted explanations regarding the content of the submitted offer on the Ordering Party's request,
- e) it is invalid on the basis of separate provisions,
- f) more than 1 offer has been submitted by one Contractor. In this case, both offers are rejected.

9.2. The contract award procedure shall exclude contractors who:

- 1) have not agreed to extend the offer validity period;
- 2) have submitted false information that affects or may affect the outcome of the proceedings;
- 3) being an entity in such an actual or legal relationship with the Ordering Party that may raise reasonable doubts as to the impartiality in choosing the supplier of the goods or service, in particular those related by marriage, kinship or affinity up to and including second degree, adoption, custody or guardianship.

9.3. The Ordering Party also notifies Contractors who have been excluded from the contract award procedure, providing factual and legal justification. An offer of an excluded contractor offer shall be deemed rejected.

10. PLACE AND DATE OF SUBMISSION OF OFFERS

10.1. The offer in paper form should be delivered to the following address: **ul. Norwida 25, 50-375 Wrocław** within a deadline of **14.02.2020, 10.00 am**.

10.3. The Ordering Party notifies immediately by e-mail the Contractors who submitted offers and posts information on the website www.upwr.edu.pl (tab - offer enquiries) about the selection of the best offer. In addition, the Ordering Party publishes on its website the Public Information Bulletin, information on the award of a contract in the field of science by way of a request for quotation, providing the name (company) or name of the entity with which it concluded the contract for performance of the contract, or information about the failure to award the contract.

10.4. An agreement will be concluded with the Contractor whose offer is considered the most advantageous in accordance with the contract template constituting Attachment No. 2 to the request for quotation.

10.5. The Contractor who submitted the most advantageous offer, shall be informed by the Ordering Party on the date and place of signing the contract.

If the contract is not signed within the deadline provided by the Ordering Party, Ordering Party reserves the right to withdraw from its signing. In the above situation, the Ordering Party has the right to sign a contract with the Contractor, whose offer has been evaluated as the next most advantageous one.

10.6. Offers received by the Ordering Party after the specified offer submission deadline shall be returned immediately without opening them.

11. DESCRIPTION OF THE PRICE CALCULATION

11.1. The gross offer price must be calculated as indicated in this request.

11.2. The offer price must include a quote for all expenses necessary to complete the subject of the contract (including in particular the amount of VAT) in full on the terms and conditions specified by the

Ordering Party in the request. The offer price must be quoted to two decimal places. . The offer price in the offer form should be provided in PLN together with the relevant VAT corresponding to the subject of the order with accuracy to two decimal places, applying the rule that the third digit after the decimal point from "5" upwards causes the second digit after the decimal point to be rounded up by 1. If the third digit after the decimal point is lower than "5" then the second digit after the decimal point does not change.

- 11.3. The Contractor's remuneration for the performance of the subject matter of the contract for the entire duration of the contract shall be the price for the order from the offer of the Contractor with whom the contract will be concluded, however, this price may be expressed - at the choice of the Contractor with whom the contract will be concluded, communicated at the latest at the stage of preparation/conclusion of the contract - in one of the following currencies, either in the Polish currency (PLN), or euro (EUR), or US dollars (USD). If the Economic Operator chooses a currency other than PLN, it is assumed that the price given in PLN in the Tender Form shall be converted into the currency indicated by the Economic Operator according to the average exchange rate of the National Bank of Poland as of the date of announcement of the enquiry on the Contracting Authority's website.
- 11.4. If the Contractor submits an offer, the selection of which would lead to the Ordering Party's tax obligation in accordance with the provisions of the VAT regulations in the scope of intra-community acquisition of goods and services, the Ordering Party, in order to evaluate such an offer, shall add the VAT which it would be obliged to pay in accordance with the applicable regulations to the price presented in the offer.

12. DESCRIPTION OF THE CRITERIA WHICH THE CONTRACTING PARTY WILL USE TO CHOOSE THE OFFER, INCLUDING THE RELEVANCE OF THOSE CRITERIA AND THE METHOD OF ASSESSING THE OFFERS

Offers that have not been rejected and which have been submitted by Contractors not subject to exclusion are subject to examination and evaluation (at a given stage of examination and evaluation of offers)

a. When selecting offers, the Employer will be guided by the following criteria for the evaluation of offers:

the price - 100% (C)

b. The method of calculating points for individual criteria:

1) under the "Price" criterion, the offers will be evaluated using the formula:

$$C = \frac{C_n}{C_o} \times 100\%$$

where:

C - the number of points under the "Price" criterion,

C_n - the lowest price among the evaluated offers, i.e. those not subject to rejection and submitted by Contractors who were not subject to exclusion at a given stage of examination and evaluation of offers.

C_o - the price of the evaluated offer

The gross price for the performance of the entire subject of the contract given in the offer form will be assessed under the "Price" criterion. In this criterion, the Contractor may obtain a maximum of 100 points.

c. The Ordering Party shall calculate points numerically to two decimal places, rounded up in accordance with mathematical rules.

d. If the best offer cannot be selected due to the fact that two or more offers present the same balance of price or cost and other offer evaluation criteria, the Ordering Party selects the offer with the lowest price or the lowest cost from among these offers, and if offers have been submitted for the same price or cost, the Ordering Party calls upon Contractors who submitted these offers to submit additional offers within the time limit specified by the Ordering Party.

- e. The offer that obtains the highest sum of points obtained in the above mentioned assessment criteria will be considered the most advantageous offer.
- f. The Ordering Party will calculate the points numerically up to two decimal places, rounding up in accordance with mathematical principles.

13. CANCELLATION OF PROCEEDINGS

13.1. The Ordering Party shall cancel this proceeding if:

- a) no offer has been submitted which cannot be rejected,
- b) the price of the most advantageous offer or offer with the lowest price exceeds the amount the Ordering Party intends to allocate to finance the contract.

13.2. The Ordering Party shall simultaneously notify all the Contractors of the cancellation of proceedings who:

- a) applied for the award of the contract - in the event of cancellation of proceedings before the expiry of the time limit for the submission of offers by placing information on the website of the Ordering Party
- b) submitted offers - in the event of annulment of the proceedings after the deadline for submission of offers
- providing factual justification.

13.3. In the event of cancellation of proceedings, Contractors shall not be entitled to a refund of participation costs
in particular refund of the cost of preparing the offer.

14. INFORMATION CLAUSE

In accordance with art. 13 section 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on data protection) (Official Journal of the EU L 119 of 05/04/2016, p. 1), hereinafter referred to as "GDPR", the Ordering Party, Wrocław University of Environmental and Life Sciences informs that:

- the administrator of your personal data is the Wrocław University of Environmental and Life Sciences, ul. C. K. Norwida 25, 50-375 Wrocław. It is represented by the Rector; he decides about the purposes and methods of processing personal data provided in connection with the implementation of public procurement procedures at the Wrocław University of Environmental and Life Sciences as the data administrator;
- the administrator has appointed a person who performs the tasks of a Personal Data Protection Inspector and can be contacted via the email address: iod@upwr.edu.pl; *
- Your personal data will be processed on the basis of art. 6 paragraph 1 GDPR in order to select a contractor in the procedure for the award of a given public contract No. ROAP0000.272.4.2020 conducted in the form of a request for quotation.
- pursuant to Article 6 (1) (b) GDPR, the processing of your personal data is necessary to perform the contract to which party is the person who is the data subject, or to take action at the request of the data subject before concluding the contract;
- the recipients of your personal data shall be persons or entities to whom documentation of proceedings pursuant art. 8 and art. 96 section 3 of the Act of 29 January 2004 - Public Procurement Law, hereinafter referred to as "PPL Act" - with respect to contracts concluded in accordance with the provisions of this Act; in addition, personal data may be transferred pursuant to the principles arising from the Act of September 6, 2001 on access to public information – is made available ;
- your personal data will be stored in accordance with:
 - a) art. 97 paragraph 1 of the Public Procurement Law, for a period of 4 years from the date of termination of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract - applies to contracts concluded under the Public Procurement Law;
 - b) the Act of July 14, 1983 on the national archive resource and archives;

- c) the Ordinance of the Minister of Culture and National Heritage of October 20, 2015 on classification and qualification of documentation, transfer of archival materials to state archives and disposal of non-archival documentation;
- d) the Ordinance of the Minister of the Interior and Administration of October 30, 2006 on the detailed procedure for handling electronic documents;
- e) The Act of 20 July 2018 - Law on Higher Education and Science;
- f) the project/grant guidelines (if applicable);
- your obligation to provide personal data directly related to you is a statutory requirement specified in the provisions of the Public Procurement Law, (applies only to proceedings conducted pursuant to this Act) related to participation in public procurement proceedings; the consequences of not providing specific data result from the Public Procurement Law - the consequence of not disclosing personal data for processing will be the rejection of the submitted offer or exclusion of the contractor from the public procurement procedure. In addition, the sharing of personal data, irrespective of the procedure being followed, is a condition for concluding the public procurement contract.
 - with regard to your personal data, decisions will not be taken in an automated manner, applying to art. 22 GDPR;
 - you have:
 - pursuant to art. 15 GDPR, the right to access your personal data regarding you;
 - pursuant to art. 16 GDPR, the right to rectify your personal data **
 - pursuant to art. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 paragraph 2 GDPR ***
 - the right to lodge a complaint with the President of the Office for Personal Data Protection, if you believe that the processing of your personal data is in breach of the provisions of the GDPR;
 - you are not entitled to:
 - in connection with art. 17 paragraph 3 l (b), (d) or (e) GDPR, the right to delete personal data;
 - the right to transfer personal data referred to in art. 20 GDPR;
 - pursuant to art. 21 GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is Art. 6 clause 1 (c) GDPR.

*

** Clarification: information in this respect is required if there is an obligation to appoint a personal data protection officer in relation to the given controller or processor.*

*** Clarification: exercising the right to rectification may not result in a change in the outcome of the public procurement procedure or a change in the provisions of the contract to the extent that is not in accordance with the Public Procurement Law and may not violate the integrity of the protocol and its annexes.*

**** Clarification: the right to limit processing does not apply to storage, to ensure the use of legal remedies or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State. "*

Attachments:

- Offer form - attachment No. 1
- Contract template – attachment No. 2

	Offer form
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Sequencing of entire genomes of 290 domestic cattle.

Contractor :

.....

Address

.....

Postal code city country

Telephone no. fax no. :

E-mail :

NIP (tax identification number) :

REGON (national business registry number) :

1. **We OFFER to perform the subject of the Order in accordance with the provided documentation.**

1. **We offer to execute the subject of the Order for the price¹:**

Net offer price PLN

VAT rate % VAT value PLN

Gross offer price PLN

¹ If the Contractor has its registered office or place of residence outside of Poland, and if the Contractor is not obliged to pay value added tax in Poland pursuant to separate regulations, the Contractor must indicate only the net price (i.e. not including value added tax) in the offer. In order to compare the offers, the Ordering Party will add the statutory value added tax to the net price referred to in the previous sentence.

2. **We declare that::**

- a) the order will be executed within the deadlines specified in the request for quotation and in the contract template,
- b) the price of our offer includes all the costs of the execution of the order,
- c) I/we have read the contents of the request for quotation, the attachments (including the contract template) and explanations and its modifications (if any), I/we make no reservations regarding them and I/we consider ourselves bound by the rules specified therein,
- d) we shall be deemed to be bound by this offer for a period of 60 days from the opening date (including that date)

3. **We declare that we offer the deadline for the service: up to 6 weeks from the conclusion of the contract.**

4. I declare that the following information contained in our offer constitutes a trade secret of the company:

..... Justification for the reservation of this information as a company secret is attached to our offer.

5. **We declare** that the order will be executed by ourselves/with the participation of subcontractors (specify the name of the subcontractor and the part of the order entrusted to the subcontractor - fill in if applicable):

.....

6. I / We declare ** that the selection of the offer will not lead to tax liability for the Employer / I declare that the selection of the offer will lead to tax liability on the part of the Ordering party for the following goods / services:, whose value excluding tax amounts to:
....., and the value of the tax is (NOTE!
The information concerns the so-called reverse VAT.)

** Delete the inappropriate. Fill out the dotted spaces only if you need to pay the reverse VAT.

ANY CORRESPONDENCE regarding this Procedure should be sent to the following address:

.....
.....
.....

The authorized contact person for the offer is:, tel./fax, email

.....

The OFFER is submitted on numbered pages.

I declare that I have fulfilled the information obligations provided for in art. 13 or art. 14 GDPR ² for natural persons from which I have obtained personal data directly or indirectly in order to apply for the award of a public contract in these proceedings. ³

In the offer we include :

- a)
- b)
- c)

....., date:

.....
(Contractor's legible signature or illegible signature
with Contractor's name stamp)

² Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 05/04/2016, p. 1).

³ In case the contractor does not provide personal data other than those directly related to him/her or there is an exemption from the obligation to provide information pursuant to Article 13 (4) or 14 (5) GDPR, the contractor shall not provide the content of the declaration (removal of the content of the declaration, e.g. by its deletion).

ROAP0000.272.4.2020

Attachment No. 2

CONTRACT template ROAP0000.272.4.2020

Concluded on 2020 in Wrocław between:
Wrocław University of Environmental and Life Sciences in,
ul. C. K. Norwida 25, 50-375 Wrocław
NIP: 896-000-53-54, Regon: 000001867
represented by:
hereinafter referred to as "the Ordering Party"
and

.....
NIP:, REGON:
represented by:
hereinafter referred to as "the Contractor"

Based on the Ordering Party's selection of the contractor's offer, in the public procurement procedure conducted in the form of a request for quotation, pursuant to art. 4d paragraph 1 item 1 of the Public Procurement Law, this contract is concluded with the following content:

ARTICLE 1

Subject of the contract

The subject of the contract is the sequencing of entire genomes of 290 animals of domestic cattle.

ARTICLE 2

Date of service provision

The Contractor shall complete the subject of the contract within 6 weeks of the conclusion of the contract.

ARTICLE 3

Obligations of the Contractor

1. Sequencing of 290 whole genomes (WGS, Whole Genome Sequencing) of domestic cattle (*Bos taurus*) belonging to different red breeds originating from countries such as Denmark, Germany, Latvia, Lithuania, the Netherlands, Norway, Poland and Sweden. Purified DNA will already be provided for sequencing. Sequencing parameters are: reading length 100 - 150 base pairs (bp), paired-end (PE) data and insert size (about 300 bp).
2. The results will be stored in a standard format for storing NGS (Next Generation Sequencing) data, which is the FASTQ format. In this format, each sequence (so-called reading) is described by four lines describing successively: (i) sequence identifier and information regarding the reading sequencing process itself, (ii) reading, (iii) separator and (iv) nucleotide quality. The average genomic coverage is expected to be approximately 12 x (coverage when aligned with the reference genome *Bos taurus* ARS-UCD1.2). Platform used - BGISEQ.
3. The results will be saved on a portable external drive and sent to Aarhus University.
4. Creation of libraries for sequencing
5. Sequencing of 290 entire genomes of domestic cattle. Sequencing parameters are:
 - a) length of readings 100 - 150 base pairs
 - b) sequencing in paired-end format
 - c) insertion length approximately 300 base pairs
 - d) sequencing platform - BGISEQ
 - e) mean genome coverage for each individual after alignment with the *Bos taurus* reference genome ARS-UCD1.2 - 12x
6. Transfer the results on a portable external drive, in the form of electronic data in FASTQ format to the address:



Narodowe Centrum
Badań i Rozwoju



UNIWERSYTET
PRZYRODNICZY
WE WROCŁAWIU



Aravindh Sampathkumar
Aarhus University
Dept. of Molecular Biology and Genetics, Center for Quantitative Genetics and Genomics
Blichers Allé 20, Postboks 50, 8830 Tjele
Denmark

ARTICLE 4 **Remuneration**

1. The Contractor undertakes to perform the subject of the contract in accordance with the offer form for the amount of remuneration:
net:PLN,
plus VAT due% in the amount of: PLN,
total gross remuneration:PLN,
being the maximum remuneration for the material scope determined in these proceedings.
2. Gross remuneration for the subject of the contract includes the total cost of the subject of the contract, including all fees and taxes – it applies to entities that are VAT payers, in accordance with the Law on tax on goods and services.
3. In the event of late payment of the invoice, the Ordering Party shall be obliged to pay statutory interest to the Contractor.
4. The amount due for the service rendered shall be paid by the Ordering Party to the Contractor's bank account indicated in the invoice within 30 days from the date of delivery of the correctly issued invoice to the Ordering Party, but not earlier than after receipt of the service.
5. The amount of VAT must be in accordance with the regulations in force on the date of performance of the subject of the contract.
6. The invoice must contain information such as: contract number, order number on the basis of which the delivery was made. In the absence of annotation on the invoice of the contract number, the Contractor undertakes to provide in the form of a separate document attached to the invoice, which will contain information about the contract number.
7. Contractors have the option of submitting invoices electronically. The Ordering Party has an account on the PEF portal. Employer's data: Type of PEF address: NIP; PEF address number: 8960005354.
8. The Ordering Party declares that he will pay using the split payment mechanism.
9. If the Contractor chooses the Polish currency (PLN), the price for the subject of the contract from the Contractor's offer shall be entered into the contract. If a foreign currency (EUR or USD) is selected, the contract shall include an amount expressed in a foreign currency, which shall be the quotient of the price quoted in the offer (PLN) and the average exchange rate of the National Bank of Poland for the foreign currency (EUR or USD respectively) as of the date of submission of the offer. The amount of the Contractor's agreed remuneration shall constitute the maximum amount of payment for the performance of this contract. In the case when the contractual remuneration is expressed in a selected foreign currency, it shall be understood as the amount obtained after conversion into the selected foreign currency resulting from the price quoted in PLN in the offer form.
10. The Ordering Party shall allow the Contractor to change the Contractor's contractual remuneration in the content of the contract if the change of the rate of exchange will be higher than 15% in relation to the NBP rate on the day of submitting the offer.

ARTICLE 5 **Contractual penalties**

1. The Contractor shall pay the Ordering Party a contractual penalty in the event of :
 - a) delay in the performance of the contract in the amount of 0.1% of the gross remuneration specified in Article 4. for each day of delay,
 - b) withdrawal from the contract by the Ordering Party for reasons charged to the Contractor and withdrawal of the Contractor for reasons beyond the control of the Ordering Party in the amount of 5% of the remuneration specified in Article 4.

ARTICLE 6 **Contract termination and withdrawal**

1. The contract expires as a result of the Parties' performance of their obligations.
2. In the event when the Contractor breaches the provisions of the contract and fails to remedy the breach within 7 days of receipt of a written notice from the Ordering Party, the Ordering Party may withdraw from the contract.
3. The Ordering Party has the right to withdraw from the contract in particular in the following cases:
 - a) if, for reasons attributable to the Contractor, the Contractor has not commenced the service or has interrupted its performance and has not resumed the service, despite being requested by the Ordering Party for more than 15 days,
 - b) if there is a substantial change in circumstances such that performance of the contract is not in the public interest, which could not have been foreseen when the contract was concluded, the Ordering Party may withdraw from the contract within 15 days of becoming aware of such circumstances. In the case referred to above, the Contractor may demand only the remuneration due for the performance of a part of the contract,
 - (c) for reasons set out in the Civil Code.
4. If the Contractor performs the services covered by the contract in a manner inconsistent with the regulations or the contract, the principles of good practice and despite a call from the Ordering Party to cease such activities within the prescribed period of 7 days, he has not stopped.
5. The Contractor performs the subject of the contract contrary to the provisions of the offer and this contract.

ARTICLE 7

Changes to the provisions of the contract

1. The Ordering Party shall allow for amendments to the contract in relation to the content of the offer on the basis of which the Contractor was selected and shall specify the conditions for such amendments by allowing for the possibility of amendments to the contract in the form of a written annex concerning in particular:
 - 1) it is allowed to change the contract completion date in the following situations:
 - a) for reasons not attributable to the Contractor,
 - b) for reasons attributable to the Ordering Party,
 - c) due to force majeure,
 - 2) changes resulting from changes in the generally applicable legal regulations in the scope affecting the performance of the contract subject matter,
 - 3) it is allowed to change the provisions of the contract in relation to the content of the Contractor's offer in terms of and the quality or other parameters of the materials offered in the offer, such a change must be caused by:
 - a) the unavailability of materials or equipment on the market resulting from cessation of production or withdrawal from the market;
 - b) the appearance on the market of a newer generation of materials or equipment which makes it possible to save the costs of performing the contract or the costs of operating the contract;
 - c) appearance on the market of materials or equipment with better parameters than indicated in the offer - provided that the amendments indicated in points (a) to (c) above do not increase the offer price.
2. The conditions for making the amendments referred to in paragraph 1:
 - 1) initiating changes at the request of the Contractor or the Ordering Party,
 - 2) justification of the change by proper performance of the subject of the contract,
 - 3) written form under pain of nullity in the form of an annex to the contract,
 - 4) the changes shall not increase the Contractor's remuneration, with reservation to the provisions of art.4 paragraph 10.
3. In the case of a statutory change in the VAT rate, the remuneration due to the Contractor shall be automatically adjusted by the amount of VAT resulting from the VAT rate in force at the time when the tax obligation arises. In such a case, the amount of remuneration due to the Contractor shall be calculated each time taking into account the current VAT rate applicable on the date of issuing the invoice (tax liability).
4. Any amendment to the contract made in breach of the above principles shall be annulled.
5. The Ordering Party allows for the amendment of the contract as a result of changes in generally applicable law affecting the contract.

ARTICLE 8

Other provisions

1. Any matters not covered by this contract shall be governed by the Civil Code.
2. Any disputes that may arise in connection with the performance of the contract, which cannot be resolved amicably, shall be settled by the court competent for the registered office of the Ordering Party.
3. The Contractor undertakes to repair the damage caused to the Data Administrator as a result of a breach of personal data due to the Contractor's fault. In particular, he undertakes to cover the costs of the trial and legal representation incurred by the Administrator, as well as compensation for the person affected by the infringement.
4. The Contractor declares that he has fulfilled the information obligations provided for in Article 13. or art. 14. GDPR towards natural persons from whom he obtained personal data directly or indirectly in order to apply for the award of a public contract in the procedure No. R0AP0000.272.4.2020 and during the implementation of this contract.
5. The Ordering Party undertakes to process personal data provided to him by the Contractor in accordance with applicable regulations and only in connection with the procedure in the form of a request for quotation and the performance of the contract.
6. The contract has been drawn up in three identical copies (two copies for the Ordering Party, one copy for the Contractor).

ORDERING PARTY

CONTRACTOR

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Attachments to the contract:

1. The offer form