

REQUEST FOR OFFERS DA-05/U/ZO/MIIZ/2026

Comprehensive NGS sequencing service, including DNA library preparation and enrichment for targeted genomic regions in DNA samples from beetles of the Tenebrionidae family

Museum and Institute of Zoology of the Polish Academy of Sciences

ul. Twarda 51/55, 00-818 Warsaw, Poland

Telephone no. 22 629 32 21

Website: <https://miiz.waw.pl>

General Terms and Conditions

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I. INFORMATION ON THE ORDERING PARTY

1. The Ordering Party is: **Museum and Institute of Zoology of the Polish Academy of Sciences**
Address: **ul. Twarda 51/55, 00-818 Warsaw, Poland**
Website address: <https://miiz.waw.pl/pl/>
2. The procedure is conducted pursuant to the provisions of the Act for contracts according to Art. 11 section 5 point 1) of the Act.
3. The Contractor shall submit a tender with the application of the attached form, Appendix no. 1
4. The Ordering Party specifies the essential provisions of the contract in Appendix no. 2

II. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

Comprehensive service for DNA library preparation, targeted enrichment, and next-generation sequencing (NGS) of 192 DNA samples from beetles of the family Tenebrionidae.

A. Subject of the Contract

The subject of this contract is a comprehensive laboratory service involving DNA library preparation, enrichment of targeted genomic regions using hybridization-based target enrichment or an equivalent method, and next-generation sequencing (NGS) of a total of **192 extracted DNA samples** from beetles belonging to the family Tenebrionidae.

The service shall include:

1. Receipt of DNA samples and initial assessment of DNA quantity and quality.
2. Preparation of DNA libraries appropriate for the characteristics of the biological material.
3. Enrichment of libraries for targeted genomic regions using hybridization probes or an equivalent technology.
4. Paired-end sequencing (PE150).
5. Demultiplexing and basic quality control of sequencing reads.
6. Delivery of sequencing data in FASTQ format, together with quality control reports.

B. Characteristics of the Biological Material

1. The contract covers two categories of samples:

Sample category	Number of samples	Characteristics
Standard DNA	144	DNA extracted from relatively recently collected biological material

Museum DNA	48	DNA extracted from historical museum specimens, potentially highly degraded, with very low DNA concentrations and variable fragment lengths
Total	192	

2. Samples will be provided to the Contractor as extracted DNA, together with information enabling their unambiguous identification.
3. Due to the nature of historical museum material, DNA extracted from these specimens may exhibit substantial fragmentation and extremely low concentrations. In some cases, DNA concentration in the extract may fall below the quantification limit of standard analytical methods, despite the potential presence of genetic material suitable for library preparation and subsequent analyses.
4. The Contracting Authority does not establish a minimum DNA quantity or concentration as an absolute prerequisite for processing museum samples.
5. The Contractor shall have access to procedures suitable for preparing sequencing libraries from very small quantities of highly degraded DNA, including attempting library preparation from extracts in which DNA concentration is below the quantification limit.
6. The inability to quantify DNA, or failure to meet standard DNA quality criteria, shall not constitute sufficient grounds for automatically excluding a museum sample from processing.
7. Where technical limitations arise, the Contractor shall inform the Contracting Authority, and any decision regarding further processing or exclusion of the affected sample shall be made in consultation with the Contracting Authority.

C. Requirements for Targeted Genomic Regions

1. The objective of the contract is to generate sequencing data enabling the recovery of a defined set of nuclear protein-coding orthologous loci previously used in phylogenomic studies of beetles belonging to the family Tenebrionidae.
2. The target locus set was developed using transcriptomic data and methodological approaches described by Kanda (2017) and was subsequently employed in phylogenomic investigations of Tenebrionidae, including members of the tribe Dissonomini.
3. The targeted genomic regions are characterized by reference nucleotide sequences deposited in the Harvard Dataverse repository:

Kamiński, M. J., Rork, A. M., Drake, M. E., Replogle, C. R., Lumen, R., Wirth, C. C., Kanda, K., & Smith, A. D. (2024). *Supplementary data for the paper entitled: Dissonomini Medvedev, 1968: the eighth tribe of the subfamily Blaptinae (Coleoptera: Tenebrionidae)*. Harvard Dataverse.

Permanent DOI: <https://doi.org/10.7910/DVN/UVJ6VP>

4. The Contracting Authority will also provide the reference file *Tenebrionidae probeset sequences.fasta*, containing nucleotide sequences representing the target loci used in previous phylogenomic investigations.

5. The primary requirement is that the sequencing approach must enable the recovery of genomic regions homologous to the loci represented in the reference dataset, ensuring compatibility and comparability with previously generated phylogenomic data for Tenebrionidae.
6. Such compatibility shall mean that homologous regions corresponding to the same orthologous loci can be recovered and incorporated into combined phylogenomic analyses.
7. The following approaches are acceptable:
 - 1) Hybridization-based target enrichment using RNA probes.
 - 2) Hybridization-based target enrichment using DNA probes.
 - 3) Alternative genomic sequencing technologies, provided that their equivalence in recovering the required target loci can be demonstrated.
8. The Contracting Authority does not require the use of hybridization probes from any particular manufacturer or a specific library preparation platform.
9. The Contractor may use an existing hybridization capture panel or propose an alternative technological solution, provided that compatibility with the reference locus set and suitability for both standard and highly degraded museum DNA can be demonstrated.
10. A Contractor proposing an equivalent method shall provide a technical description and justification demonstrating its suitability for recovering the target loci from both categories of material.

D. Requirements for DNA Library Preparation

1. The Contractor shall apply DNA library preparation procedures appropriate for the characteristics of the biological material.
 - 1) **For standard DNA**, library preparation procedures shall be suitable for efficient enrichment and sequencing of the targeted genomic regions.
 - 2) **For museum DNA**, library preparation procedures shall be suitable for highly fragmented material containing extremely small quantities of DNA, including extracts with DNA concentrations below the quantification limit of standard analytical methods.
2. Library preparation shall include:
 - 1) Initial DNA quantification, where technically feasible.
 - 2) Assessment of input DNA quality, including evaluation of DNA fragment-size distributions for museum samples where technically feasible.
 - 3) Selection of an appropriate library preparation protocol.
 - 4) Application of sample-specific indices enabling unambiguous sample identification.
 - 5) Quality control of prepared libraries.
 - 6) Procedures minimizing the risk of contamination and incorrect assignment of sequencing reads.
3. For museum samples, library preparation may proceed even where the quantity or quality of input DNA does not allow successful recovery of the complete target locus set to be guaranteed.
4. Any significant technical difficulties that may prevent the processing of a sample shall be reported to the Contracting Authority before a decision is made to exclude that sample.

E. Sequencing Requirements

1. Sequencing shall be performed using **paired-end reads of 2 × 150 bp (PE150)**.
2. Any high-throughput sequencing platform capable of generating PE150 reads of appropriate quality may be used.

The required sequencing output is as follows:

Sample category	Number of samples	Sequencing output per sample	Total sequencing output
Standard DNA	144	1.0 Gbp	144.0 Gbp
Museum DNA	48	1.2 Gbp	57.6 Gbp
Total	192		201.6 Gbp

3. Sequencing output is defined as the total number of bases generated from both reads of each read pair, following demultiplexing.
4. For PE150 sequencing, these values correspond approximately to:
 - 3.33 million read pairs per standard DNA sample;
 - 4.00 million read pairs per museum DNA sample.
5. These values represent the required nominal sequencing output per sample.
6. The Contractor shall specify in the quotation how the declared sequencing output will be achieved and describe the procedures applicable to samples for which the target output cannot reasonably or technically be achieved.
7. If a technology other than hybridization-based target enrichment is proposed, the Contractor shall demonstrate that the proposed method and sequencing output will enable recovery of the targeted loci at a level comparable to that achieved using hybridization-based enrichment. **If an equivalent technology is used, the Contractor is required to include the necessary information/documents with their bid.**
8. Equivalent total sequencing output alone shall not be considered sufficient evidence of technological equivalence.

F. Quality Control and Reporting

1. The Contractor shall perform basic quality control of the generated sequencing data.
2. The final report shall include, at minimum:
 - 1) Sample identifier.
 - 2) Sample category.
 - 3) Number of sequencing read pairs generated.

- 4) Total sequencing output for each sample.
 - 5) Read length.
 - 6) Basic sequencing quality metrics, including the percentage of bases with Phred quality scores of Q30 or higher.
 - 7) Identification of samples for which technical difficulties occurred during library preparation, enrichment, or sequencing.
3. If mapping of sequencing reads to the targeted genomic regions is included in the Contractor's standard analytical workflow, the Contracting Authority requests access to the available results, particularly the proportion of on-target reads, target-region coverage, and number of recovered loci.
 4. The contract does not include complete phylogenetic reconstruction or preparation of final phylogenomic sequence matrices.

G. Data Format and Delivery

1. The Contractor shall deliver:
 - 1) Demultiplexed FASTQ files for each sample, with separate R1 and R2 files.
 - 2) Sequencing quality control reports.
 - 3) A summary of sequencing output for all samples.
 - 4) Information on the library preparation, enrichment, and sequencing procedures applied.
 - 5) Information on any deviations from the agreed procedures.
2. Data shall be delivered electronically through a secure method enabling download by the Contracting Authority.
3. The Contracting Authority shall be entitled to unrestricted use of the generated sequencing data for scientific research, publication, analysis, and archiving.

III. CONTRACT PERFORMANCE DATE

Order completion date: up to 8 weeks after contract signing, not later than Jan.15th2027.

IV. INFORMATION ON COMMUNICATION BETWEEN THE ORDERING PARTY AND THE CONTRACTORS

1. In the procedure, the communication between the Ordering Party and the Contractors is performed with electronic communication means to the e-mail address: **przetargi@miiz.waw.pl** with a following note: *Request for proposal No. DA-05-U-ZO-MIIZ-2026*;
2. The Ordering Party appoints the following contact persons for communication with the Contractors:
 - 1) For the description of the subject of the contract: prof. Marcin Jan Kamiński
 - 2) For formal matters: Dr Anna Jachner - Miśkiewicz.

V. DESCRIPTION OF TENDER PREPARATION MANNER

1. The Contractor may submit only one bid. The submission of more than one bid shall result in the rejection of all bids submitted by that bidder.
2. **The Ordering Party requires the Tender to be submitted either as a scanned copy of a signed document or in an electronic format bearing an electronic signature. The bid must be sent to the contracting authority via email at: przetargi@miiz.waw.pl no later than to Nov.02, 2026 by 11:00. Please add a note to the subject: TENDER IN RESPONSE TO REQUEST FOR PROPOSAL FOR DA-05-U-ZO-MIIZ-2026.**
3. For the purpose of bid evaluation, the bid must include the following documents and declarations:
 - 1) Tender form drawn up and filled in according to the template forming Appendix no. 1 to the RFP with a description of the offered service
 - 2) power of attorney – if applicable; document authorizing the persons signing the tender for representation. If the authorisation to represent the person signing the tender does not derive from registration documents.
 - 3) Other declarations and documents required by the provisions of the RFO (General Terms and Conditions).
4. The Contractor has the right, before the expiration of the tender submittal date, to withdraw from the procedure by submitting a written statement. The tender withdrawal statement should be sent by e-mail to przetargi@miiz.waw.pl with the following note in the subject: "WITHDRAWAL".
5. The Contractor shall bear all costs related to the preparation and submission of the tender.

VI. METHOD AND DATE OF SUBMITTAL AND OPENING OF TENDERS

1. The tender together with the required documents, should be sent by e-mail to: przetargi@miiz.waw.pl
Tender submittal date: November 2nd, 2026 at 11:00,
Tender opening: November 2nd, 2026 at 11:05
2. Immediately after the opening of tenders, the Ordering party will post information about the opening of tenders on the website.

VII. DESCRIPTION OF PRICE CALCULATION

1. Price - should include all costs related to the performance of the subject of the contract in accordance with the requirements of the RFO, which affect the final price offered for the subject of the contract; should include tax on goods and services and should be calculated in accordance with applicable law.
2. The price must include all costs related to the execution of the contract, including, inter alia: the value of the subject of the contract, all required arrangements, insurance, and other price factors.
3. Correct determination of VAT is the responsibility of the Contractor, in accordance with the provisions of the Act on Value Added Tax and excise duty.
4. The offer price shall be stated in PLN, to two decimal places, indicating the net amount and, where Polish VAT is charged by the Contractor, the applicable VAT rate and amount. If the Contractor does not charge Polish VAT, this shall be explicitly indicated in the Tender Offer Form.

5. There can only be one price.
6. The price is a flat rate.
7. The price should be presented in the offer form.
8. In the event of incorrect calculations by the Contractor in the Offer Form, the Ordering Party will correct the accounting error based on the net unit price provided by the Contractor.

VIII. DESCRIPTION OF CRITERIA WHICH THE ORDERING PARTY USE TO SELECT THE TENDER

The offer with the lowest price, meeting the description of the order, will be considered the best offer.

IX. INFORMATION ON WHETHER THE ORDERING PARTY INTENDS TO SELECT A TENDER WITH THE POSSIBILITY TO NEGOTIATE AND ON THE FORMALITIES WHICH FOLLOW THE SELECTION OF THE TENDER

1. The ordering Party does not expect to conduct negotiations.
2. The Contractor submitting the most advantageous offer will sign a contract, the draft of which forms the Appendix no. 2

X. ARTICLE 13 GDPR INFORMATION CLAUSE

Pursuant Art. 13 sections 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 of 04.05.2016, p. 1) hereinafter referred to as the GDPR, I hereby inform that:

- 1) The Controller of your personal data is the Museum and Institute of Zoology of the Polish Academy of Sciences in Warsaw, ul. Twarda 51/55, 00-818 Warsaw, Poland.
- 2) The Controller appointed the Data Protection Officer with whom it is possible to communicate by e-mail: daneosobowe@miiz.waw.pl; or by telephone 22/6293221 as well as by sending mail to the Controller's registered office address.
- 3) Your personal data will be processed based on Article 6 section 1 letter c of the GDPR for the purpose related to this contract awarding procedure conducted as an open tender.
- 4) Your personal data will be stored for a period of 4 years from the date of completion of the contract awarding procedure and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract.
- 5) The obligation for you to provide personal data concerning you directly is related to participation in the contract awarding procedure;
- 6) No automated decisions shall be taken in relation to your personal data pursuant to Art. 22 of the GDPR;
- 7) You have the right:
 - under Art. 15 of the GDPR, to access personal data concerning you;
 - under Art. 16 of the GDPR, to rectify your personal data **;

- under Art. 18 of the GDPR, to request the controller to restrict the processing of personal data, subject to the cases referred to in Art. 18 section 2 of the GDPR ***;
- to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of personal data concerning you violates the provisions of the GDPR;

8) You are not entitled to:

- under Art. 17 section 3 letter b, d or e of the GDPR, the right to erase personal data;
- the right to personal data portability referred to as in Art. 20 of the GDPR;

** **Explanation:** this information is required if there is an obligation for the controller or processor to appoint a personal data protection officer.*

*****Explanation:** the exercise of the right of rectification cannot alter the outcome of the contract awarding procedure or change the terms and conditions of the agreement in the scope non-compliant with the PPL Act and cannot affect the integrity of the minutes and their appendices.*

******Explanation:** the right to restrict processing shall not apply about storage, in order to ensure the exercise of remedies or in order to protect the rights of another natural or legal person or due to important grounds of public interest of the European Union or of a Member State.*

XI. APPENDICES:

- 1) Tender Offer form
- 2) Draft agreement, i.e. the material provisions of the agreement;

TENDER OFFER DA-05/U/ZO/MIIZ/2026

THE ORDERING PARTY: MUSEUM AND INSTITUTE OF ZOOLOGY OF POLISH ACADEMY OF SCIENCES
REGISTERED OFFICE: Ul. Twarda 51/55, 00-818 Warsaw
TELEPHONE NO.: 22 629 32 21
Website: <https://miiz.waw.pl>

THE CONTRACTOR: *BUSINESS NAME OR NAME AND SURNAME OF THE CONTRACTOR:*
REGISTERED OFFICE OR PLACE OF RESIDENCE OF THE CONTRACTOR:

.....

STREET
PLACE
POSTAL CODE
NIP [Tax Identification Number]:
TEL:

CONTRACTOR'S WEBSITE ADDRESS:.....
EMAIL ADDRESS OF CONTACT PERSON:

Request for Proposal for an estimated contract value less than the amounts specified in Art. 11 section 5 point 1) of the Act.

We offer to execute the order entitled: *Comprehensive NGS sequencing service, including DNA library preparation and enrichment for targeted genomic regions in DNA samples from beetles of the Tenebrionidae family*, in accordance with the requirements specified in the Description of Contract Terms, for a total lump-sum price of:

Gross price PLN (say:) Including % VAT rate.

Net price PLN (say, ...)

1. I/We declare that the indicated gross price covers the entire scope of the contract as defined by the Contracting Authority in the General Terms and Conditions (RFP) and includes all required fees and costs necessary for the full execution of the contract, regardless of the circumstances or their origin.
2. I/We undertake to execute the contract within a period of (please specify duration)..... weeks from the date of signing the agreement, and no later than January 15, 2027.
3. I/We shall execute the contract: independently / with the participation of Subcontractors (please specify): _____

Declarations regarding the subject of the contract:

4. I/We shall execute the contract in accordance with the description provided in the General Terms and Conditions (RFP): **YES/NO**

5. In the event that an equivalent technology other than hybridization enrichment is used, I/We, as the Contractor, am obliged to demonstrate that the proposed method and the quantity of data will enable the acquisition of the target loci at a level comparable to that of the hybridization enrichment method. **YES/NO**
6. I/We have attached (Appendix No. 3) a description and other evidence confirming that the planned method is equivalent to the method described in the General Terms and Conditions (RFP): **YES/NO**
7. We declare that we complied with the information obligations specified in Art. 13 or Art. 14 of the GDPR 1) towards natural persons from whom we have directly or indirectly obtained personal data to compete in this contract awarding procedure *.
8. The tender shall be submitted on _____ consecutively numbered pages.

Appendices to the tender:

.....pp.

.....pp.

.....pp.

.....pp.

1) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 of 04.05.2016, p. 1)

* If the Contractor does not provide personal data other than those which concern it directly or the application of the information obligation is excluded pursuant to Art. 13 section 4 or Art. 14 section 5 of the GDPR, the Contractor shall not submit the declaration (delete the content of the declaration, e.g. by crossing out).

Date, Name, Signature

ESSENTIAL PROVISIONS OF THE AGREEMENT

AGREEMENT NO. DA-05/U/ZO/MIIZ/2026

concluded on 2026 between:

Museum and Institute of Zoology of the Polish Academy of Sciences

Address: ul. Twarda 51/55, 00-818 Warsaw, Poland, Tax ID (NIP): 525-000-86-89

represented by:

Prof. Dr. hab. Roman Gula, Director of the Institute,

hereinafter referred to as the "Contracting Authority"

and

.....,

Address:....., Tax ID (NIP):.....

represented by:

.....

hereinafter referred to as the "Contractor" (collectively referred to as the "Parties").

This Agreement is concluded as a result of a public procurement procedure in which the value of the contract is below the threshold specified in the regulations issued pursuant to Art. 11 section 5 point 1) of the Act of 11 September 2019 – Public Procurement Law, hereinafter referred to as the "Act".

Case reference number: DA-05/U/ZO/MIIZ/2026

§ 1 Subject of the Agreement

1. The subject of this contract is a comprehensive laboratory service involving DNA library preparation, enrichment of targeted genomic regions using hybridization-based target enrichment or an equivalent method, and next-generation sequencing (NGS) of a total of **192 extracted DNA samples** from beetles belonging to the family Tenebrionidae,, in accordance with the description provided in the General Terms and Conditions (RFP).
2. The Contractor undertakes, within the scope of the amount specified in § 3, paragraph 1, to execute the order, which includes, in particular:
 - 1) Receipt of DNA samples and initial assessment of DNA quantity and quality.
 - 2) Preparation of DNA libraries appropriate for the characteristics of the biological material.
 - 3) Enrichment of libraries for targeted genomic regions using hybridization probes or an equivalent technology.
 - 4) Paired-end sequencing (PE150).
 - 5) Demultiplexing and basic quality control of sequencing reads.
 - 6) Delivery of sequencing data in FASTQ format, together with quality control reports.
- 3. Furthermore, the Contractor declares that they shall:**
 - 1) Execute the order in accordance with the technology described in the General Terms and Conditions (RFP).; or

- 2) Execute the order using an equivalent method, as described in the document constituting Appendix No. 3 to this Agreement.

§ 2 Time for Performance

1. The Contractor undertakes to complete the subject of the Agreement within a period of weeks from the date of signing the Agreement, but no later than January 15, 2027.
2. For the purposes of executing the Agreement and confirming the completion of the order via an acceptance protocol, the Contracting Authority designates Prof. Dr hab. Marcin Jan Kamiński.

§ 3 Remuneration

1. The total value of the order, in accordance with the total price stated in the bid, amounts to: PLN net, plus VAT at a rate of %, amounting to: PLN, for a total gross value of PLN.
2. The remuneration is a lump-sum payment, covering all activities necessary for the proper performance of the Agreement, even if such activities are not explicitly detailed in the Agreement itself. The Contractor may not demand an increase in remuneration, even if—due to reasons beyond their control—they could not have foreseen all the activities necessary for the proper performance of the Agreement, subject to any exceptions specified in the Agreement.
3. The Contractor shall issue an invoice for the completion of the order once the Contracting Authority has signed an acceptance protocol without reservations.
4. The Contracting Authority shall make payment via bank transfer to the Contractor's bank account, as indicated on the invoice, within 21 days of the date on which a correctly issued VAT invoice is delivered to the Contracting Authority's registered office.
5. The date of payment shall be the date on which the instruction to debit the Contracting Authority's bank account is issued. In the event of a late payment, the Contractor is entitled to charge the Contracting Authority statutory interest for each day of delay.
6. The Contracting Authority permits the payment of remuneration in stages, provided that the Contractor submits a payment schedule to the Contracting Authority and the Contracting Authority approves it.
7. The Contractor declares that their bank account, used for the settlement of the subject matter of the Agreement, meets the requirements for the split payment mechanism—specifically, that a VAT account is assigned to said bank account—and that any invoice (in cases where the goods or services that are the subject of the Agreement appear on the list specified in Annex 15 to the Act of 11 March 2004 on Value Added Tax, consolidated text, Journal of Laws of 2020, item 106, as amended) shall include the phrase "split payment mechanism" ("mechanizm podzielonej płatności") and satisfy any other conditions stipulated by generally applicable regulations in this regard.
8. The Contracting Authority shall effect payment using the split payment mechanism. The split payment mechanism shall not be applied to payments for activities or events falling outside the scope of VAT, nor to obligations that are exempt from VAT or subject to a 0% VAT rate.
9. The Contractor declares their consent for the Contracting Authority to make payments using the split payment mechanism.
10. All settlements between the Contracting Authority and the Contractor shall be made in Polish zlotys (PLN).
11. The Contractor may not assign any receivables arising from the Agreement without the prior written consent of the Contracting Authority.

§ 4 Contractual Penalties

1. In the event that the Contracting Authority terminates the Agreement due to the Contractor's failure to perform or improper performance of the Agreement, the Contracting Authority shall impose a contractual penalty for such termination in the amount of 20% of the gross value specified in § 3, paragraph 1.
2. In the event of a delay in the performance of the subject of the Agreement or any part thereof—provided that the Contractor has submitted a schedule dividing the order into stages—the Contracting Authority shall have the right to impose contractual penalties for each day of delay, in the amount of 0.06% of the gross value specified in § 3, paragraph 1.
3. The Contracting Authority shall have the right to deduct contractual penalties directly from any VAT invoice issued by the Contractor, to which the Contractor hereby consents. The Contracting Authority shall notify the Contractor in writing of any reduction in the Contractor's remuneration resulting from the obligation to pay contractual penalties.
4. The total value of all penalties shall not exceed 30% of the amount specified in § 3, paragraph 1.
5. The Contractor undertakes to pay the contractual penalties within 14 days of the date of receipt of a demand for payment.
6. The Contracting Authority reserves the right to seek compensation in an amount exceeding the value of the stipulated contractual penalties.
7. The total liability of the Contractor for non-performance or improper performance of the Agreement, including contractual penalties and supplementary compensation, is limited to 100% of the gross value of the Agreement as specified in § 3, paragraph 1.
8. The liability of the Parties for damages arising under the Agreement shall be excluded only in the event of *force majeure*—that is, events that could not have been foreseen and the occurrence or consequences of which could not have been prevented.
9. For the purposes of the preceding paragraph, "force majeure" shall be understood as external events or circumstances that are beyond the control of and not caused by either Party, which could neither have been foreseen nor avoided, and which occur after the entry into force of the Agreement, thereby hindering the performance of contractual obligations.
10. A Party invoking force majeure is required to notify the other Party and subsequently provide documentation confirming the occurrence of such an event.
11. The occurrence of a force majeure event, provided that the other Party has been notified and the event has been duly documented, shall result in the suspension of contractual obligations for the duration of the force majeure event.
12. Both the Contractor and the Contracting Authority shall make efforts to mitigate any losses or damages that may arise as a result of a force majeure event.

§ 5 Withdrawal from the Agreement

1. The Contracting Authority may withdraw from the Agreement if a material change in circumstances occurs, rendering the performance of the Agreement contrary to the public interest—a situation that could not have been foreseen at the time the Agreement was concluded.
2. The period for exercising the right of withdrawal is 30 days from the date the party becomes aware of the circumstances referred to in paragraph 1.
3. In the case referred to in paragraph 1, the Contractor shall be entitled to remuneration for the portion of the Agreement already performed.
4. A declaration of withdrawal from the Agreement must be made in writing, under pain of nullity, and must specify the circumstances serving as the basis for the withdrawal.
5. Withdrawal from the Agreement by the Contracting Authority does not release the Contractor from the obligation to pay any contractual penalties stipulated in the Agreement.

§ 6 Amendments to the Agreement

1. Amendments to the provisions of the concluded Agreement, relative to the content of the Bid upon which the selection of the Contractor was based, are permitted in the cases described below, provided that both Parties consent to such amendments:
 - 1) Changes to the timeline for the performance of the Agreement's subject matter:
 - a) where the changes are caused by *force majeure*;
 - b) where the changes are caused by circumstances attributable to the Contracting Authority;
 - c) changes in generally applicable laws that affect the timeline.
 - 2) Other amendments resulting from the following circumstances:
 - a) *force majeure* that renders the performance of the Agreement's subject matter in accordance with the General Terms and Conditions (GTC) impossible. The Contracting Authority permits amendments to the extent necessary to remove obstacles resulting from *force majeure* that prevent the Parties from duly performing the Agreement;
 - b) a change in the applicable VAT rate;

§ 7 Final Provisions

1. The Parties mutually declare that they have obtained the consent of the individuals referred to in the Agreement for the processing of their personal data, and that such data shall be processed by each Party solely for the purpose of executing this Agreement, for the duration thereof, and in compliance with statutory requirements regarding the retention of documentation for tax purposes—in accordance with the procedures and principles set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (published in the Official Journal of the European Union, 2016, L 119, p. 1). The Parties undertake to resolve any disputes arising during the performance of the Agreement amicably; should this prove impossible, such disputes shall be submitted to the jurisdiction of the court competent for the registered office of the Ordering Party.
2. Any amendments to the Agreement must be made in writing, under pain of nullity.
3. The Parties undertake to resolve any disputes arising during the performance of the Agreement amicably; should this prove impossible, such disputes shall be submitted to the jurisdiction of the court competent for the registered office of the Ordering Party.. In matters not regulated by the Agreement, the provisions of the Civil Code shall apply.
4. The Agreement has been drawn up in two identical counterparts, one for each of the Parties.
5. The following documents form an integral part of the Agreement:
 - 1) Annex No. 1 – Contractor's Bid Form,
 - 2) Annex No. 2 – Agreement Execution Protocol (template),
 - 3) Annex No. 3 (if applicable) – Description of equivalent technology

CONTRACTING AUTHORITY:

CONTRACTOR:

CONTRACT EXECUTION REPORT

Contracting Authority: Museum and Institute of Zoology of the Polish Academy of Sciences

Address: ul. Twarda 51/55, 00-818 Warsaw, Tax ID (NIP): 525-000-86-89

Contractor:

The Parties confirm that:

1. On, the Contractor completed:

No.	Subject of the Agreement	STAGE	Confirmation: YES/NO
1			

which constitute the subject of the agreement.

2. The service was performed: *

a) in full

b) in part – missing:

Comments:

.....
Signature
Representative of the Contracting Authority