



Narodowe Centrum
Badań i Rozwoju



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AUTOCOMP MANAGEMENT Sp. z o.o.
Koncesja MSWiA nr B-075/2007
ul. 1 Maja 36
71-627 SZCZECIN
tel. 91-462-40-24, fax 91-462-41-30
(Purchaser's stamp) tel. 91-462-40-24

Szczecin, 21.02.2022

AUTOCOMP MANAGEMENT Sp. z o.o.
(signature) Krzysztof Kłodyszewski
Prezes Zarządu

Enquiry 01/02/22/ZO

I. Purchaser

Autocomp Management Sp. z o.o.

ul. 1 Maja 36

71-627 Szczecin

Contact regarding the enquiry:

e-mail: biuro@autocomp.com.pl

Industry in which the Purchaser
operates: Other service activities in the field of IT and computer technologies 62.09.Z.

II. Subject of the contract

The subject of the contract is "Stress monitoring system - integrated eyetracker with glasses". The description of the subject of the contract is attached as Appendix No. 2.

III. Completion date

The proposed completion date: 23.03.2022 r.

IV. CPV codes

38540000-2 Machines and apparatus for testing and measuring

V. Conditions for participation in the procedure and description of the method of assessing their fulfilment

The Contractor participating in the procedure is required to submit the following documents:

Project co-financed by the National Centre for Research and Development as part of Competition No. 10/2019 for the implementation of projects in the field of scientific research and development work for the defence and security of the state.

Project number: DOB-BIO10/08/01/2019

Title: Simulator of dynamic use of company vehicles

1. The price form with a declaration that there are no grounds for exclusion in accordance with the provisions of Chapter XII of this enquiry, constituting Appendix No. 1 to the Enquiry.

Documentation should be prepared in Polish or in English.

Illegible documentation will not be taken into account in the evaluation process and will therefore be considered missing.

VI. Tender evaluation criteria

The Purchaser determines the following evaluation criteria:

1. Net price – 100%

VII. Information on the evaluation method and point or percentage weights and a description of the method of awarding points for meeting a given tender evaluation criterion

Criterion: Price

The price criterion will be assessed according to the formula:

$$\text{Price of the lowest tender} / \text{price of the evaluated tender} \times 100 \text{ points}$$

The basis for the calculation will be the net price of the contract given on the tender form or in the tender.

Calculations will be made to two decimal places.

VIII. Deadline for submitting tenders

1. Deadline for submitting tenders: **07.03.2022 by: 12.00.**
2. The tenders submitted on time will be analysed by the Purchaser within 7 working days from the date of submitting the tenders.
3. During the analysis of the tenders, the Purchaser may request the Tenderer for additional explanations or supplements, if the information contained in the tender does not allow for an objective evaluation of the tender.
4. 3 working days from the date of the Purchaser's delivery of an enquiry/request for clarification are assumed to be sufficient to provide answers related to the clarification of the tender.
5. After analysing and considering the submitted tenders, the Purchaser shall inform about the selection of the most advantageous tender by announcing the results on the Purchaser's website.

IX. Place and form of submitting tenders

1. Tenders can be submitted in person, by post or courier, as well as by e-mail. The date of submission of the tender is the date of its receipt at the registered office of the Purchaser.
2. Place of submission of written tenders.

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- Tenders should be submitted at the registered office of the Purchaser at the following address:
ul. 1 Maja 36, 71-627 Szczecin from 8 a.m. to 4 p.m.
3. Place of submitting tenders in electronic form: Tenders in electronic form should be sent to the following e-mail address: biuro@autocomp.com.pl
 4. Tender preparation method:
 - a) Written form
The tender in Polish or English should be placed in a closed envelope with the following description: Name and address of the Purchaser, name and address of the Tenderer, title: "Stress monitoring system - integrated eyetracker with glasses". Do not open before the tender opening date.
 - b) Electronic form
A tender in electronic form is an offer submitted via e-mail. The electronic tender should be prepared in the same way as the tender submitted in writing, with a trusted signature or a personal signature or a qualified electronic signature of the Contractor. It is also allowed to submit scans of documents signed by an authorized person. The title of the e-mail should contain information that the e-mail contains a tender for this enquiry.
 5. The tender for the performance of the tasks should contain:
 - a. total net price expressed in PLN or USD or EUR
 - b. completion date
 - c. warranty period
 6. Tenders shall be submitted by 07.03.2022 until 12.00.
 7. The cost of preparing and delivering the tender is covered by the Tenderer.
 8. Tenders submitted in any other way shall not be considered.
 9. Tenders received by the Purchaser after the deadline for submitting tenders shall not be considered.
 10. Each Contractor has the right to submit only 1 tender. The Purchaser does not allow partial or variant tenders.
 11. The amount of the tender must be expressed in PLN or USD or EUR. Tenders with an amount in a different currency shall be rejected.
 12. All declarations should be submitted as original documents.

X. Tender bond

The Purchaser does not demand a tender bond.

XI. Tender validity

Contractors shall be bound by the tender for a minimum of 60 days from the deadline for submitting tenders. The Purchaser reserves the right (with the consent of the Contractor) to extend the tender validity period for another specified period.

XII. Information on the scope of the exclusion

In accordance with the provisions of the guidelines, in order to avoid a conflict of interest, the contract may not be awarded to entities personally related or equity linked with the Purchaser. Personal relation or equity link are understood as mutual relations between the Purchaser or persons authorized to incur obligations on behalf of the Purchaser or persons performing activities related to the preparation and conduct of the Contractor selection procedure on behalf of the Purchaser, and the Contractor, involving in particular:

- a) participating in the company as a partner in a civil partnership or partnership;
- b) owning at least 10% of shares or stocks;
- c) acting as a member of the supervisory or management body, proxy, attorney;
- d) being married, in relationship of direct kinship or affinity, in relationship of secondary kinship or affinity up to second degree, or being in an adoption, custody or guardianship relationship.

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Along with the tender, the Contractor is obliged to submit a declaration of not remaining in any of the relations described above with the Purchaser.

XIII. Change of the enquiry. Closing without selecting any tender.

1. The Purchaser may change the content of the enquiry before the deadline for submitting tenders.
2. The Purchaser shall immediately publish the change of the Enquiry on their website where the Enquiry was posted.
3. The Purchaser, by changing the content of the Enquiry, may at the same time extend the deadline for submitting tenders, about which they shall notify the Contractors by posting relevant information on the website where the Enquiry was posted.
4. The Purchaser reserves the right to close the tender without selecting any of the tenders at any stage of the procedure, both before and after the deadline for submitting tenders.

XIV. Conditions for amending the agreement concluded as a result of the conducted procedure

1. Draft agreement constitutes Appendix No. 3 to the Enquiry.
2. All amendments to the Agreement shall be made in writing under pain of nullity.

XV. The method of communication with the Purchaser

1. Notifications, explanations, statements, applications and any other information provided by the Purchaser and Contractors during the tender may be provided in writing, by fax or via e-mail.
2. Contact person on behalf of the Purchaser to contact the Contractors is Mrs. Agnieszka Szymoniak fax +48 91 46 24 130, e-mail biuro@autocomp.com.pl

XVI. Protection of personal data

In connection with the provisions of art. 13 and art. 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general data protection regulation) (Journal of Laws of 2016, L 119, item 1), please be advised that:

1. **Administrators** of your personal data are AUTOCOMP MANAGEMENT sp. z o.o., ul. 1 Maja 36, 71-627 Szczecin and AUTOCOMP SERWIS sp. z o.o. ul. 1 Maja 36, 71-627 Szczecin (further referred to as ACM and ACS or Administrator).
2. The **Administrator processes your personal data** in a **strictly defined, minimum scope** necessary to conclude, properly perform, terminate or undertake other actions necessary to perform the concluded agreement or fulfil obligations resulting from legal provisions.
3. The **legal basis** for the processing of your personal data obtained by ACM and ACS is the agreement for the provision of services, as well as the cooperation agreement related to the activities of ACM and ACS. The legal basis for the processing of personal data is also the legitimate interests pursued by ACM and ACS. If the basis for data processing is consent,

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ACM and ACS informs that the consent may be withdrawn at any time. Withdrawal of consent does not affect the validity of the processing that took place before the withdrawal of consent.

4. The **purpose** for which ACM and ACS process personal data is the conclusion and performance of an agreement related to the activities of ACM and ACS. The purpose of processing is also, inter alia, implementation of legitimate interests by ACM and ACS. Furthermore, the purpose of the processing of personal data by ACM and ACS is:
 - a. pursuing potential claims in connection with the damage suffered by ACM and ACS caused by the person whose data is processed, as well as possibly other cases pursued amicably or in court,
 - b. documenting the performance of agreements for tax purposes,
 - c. ensuring the highest quality of agreements.
5. In special situations, the **Administrator may transfer/entrust** your data to other entities. The legal provisions are the basis for the transfer of data. ACM and ACS share personal data with the following categories of entities:
 - a. the administration of justice,
 - b. tax administration and entities related to the service of the social sphere (e.g. Social Insurance Company, State Fund of Rehabilitation of Handicapped People),
 - c. institutions related to the service of broadly understood EU funds,
 - d. companies providing ACM and ACS with IT support services and providing IT software,
 - e. law firms providing legal advisory services and legal representation,
 - f. the Marshal's Office of the West Pomeranian Voivodeship, the West Pomeranian Voivodeship Office and other authorized institutions and control bodies.
6. **The basis for entrusting data** are properly constructed data processing agreements, ensuring the security of personal data (e.g. with entities from the ICT and telecommunications sector, data processing).
7. Personal data processed by ACM and ACS shall be stored for the **period necessary to achieve the purpose** for which it was collected and in accordance with the archiving periods specified by the provisions of the currently applicable law. In particular, personal data:
 - a. obtained in connection with the concluded agreement shall be processed by ACM and ACS for the period of limitation of tax or civil law claims or the person whose data is processed, depending on which of these events will occur later,
 - b. obtained in connection with the implementation of a legitimate interest by ACM and ACS shall be processed for the period required by law,
 - c. obtained in connection with the implementation of other purposes shall be processed in the time necessary to achieve the purpose.
8. Every person whose data is processed by ACM and ACS - with exceptions reserved by law - has the option to access their personal data in the ACM and ACS database and rectify, delete, limit its processing, as well as the right to object to its processing. Access to data is possible at the registered office of ACM and ACS. ACM and ACS provide the e-mail address rodo@autocomp.com.pl, through which you can contact them regarding personal data.
9. Depending on the area in which personal data is processed at ACM and ACS, providing personal data is a statutory or contractual requirement. In special cases, its provision is a condition for concluding an agreement. You will be informed by the technical departments of ACM and ACS about the details of the basis for collecting personal data and the possible obligation or voluntary provision of such data, as well as the potential consequences of failure to provide data.

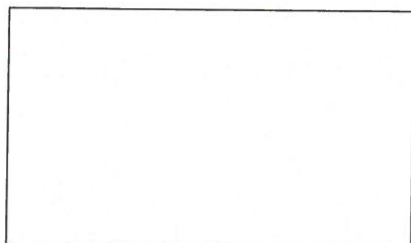
10. Each person whose data is processed by ACM and ACS has the right to lodge a complaint with the supervisory body, which is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa.
11. ACM and ACS do not make automated decisions based on personal data, including profiling.

XVII. Appendixes

- Appendix No. 1: Tender form
- Appendix No. 2: Description of the subject of the contract
- Appendix No. 3: Draft Agreement

Appendix No. 1 to Enquiry No. 01/02/22/ZO

Tender form



Name, address, telephone, e-mail,
REGON and NIP of the Contractor
(stamp)

Place and date

TENDER FOR
Autocomp Management Sp. z o.o.
ul. 1 Maja 36
71-627 Szczecin
NIP (Tax Identification Number): 955-218-99-80

In response to enquiry no. 02/02/22/ZO of February 21, 2022, regarding the subject of the contract:
"Stress monitoring system - integrated eyetracker with glasses "Simulator of dynamic use of company
vehicles" co-financed by the National Centre for Research and Development under Competition No.
10/2019 for the implementation of projects in the field of scientific research and development work for
defence and security of the state. Project number: DOB-BIO10/08/01/2019
I submit the following tender for the execution of the above-mentioned contract.

I Name and address of the Contractor

Name of the Company:.....

Address:.....

NIP (Tax Identification Number):.....

REGON (Polish Business Registry Number):

Contact person:

Telephone number:

E-mail address:.....

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the implementation of projects in the field of scientific research and development work for the defence and
security of the state.*

Project number: DOB-BIO10/08/01/2019

Title: Simulator of dynamic use of company vehicles

II Price conditions of the tender

No.	Subject of the contract	Quantity / sets	Net price	The net value	VAT	Gross value
1	Stress monitoring system - integrated eyetracker with glasses					
Total price:						

The given price should include the costs of transport to the seat of the Ordering Party, Incoterms 2020

DAP Szczecin

Gross price of the tender

(in words:.....)

Net value

(in words:)

VAT..... %

Contract implementation dates:

.....

Warranty period:

.....

Tender validity: days from the end of the tender submission deadline (minimum 60 days).

III Declarations of the Contractor

I (we), the undersigned (i) declare that:

- 1) I/we declare that we have read the terms of the enquiry and we do not raise any objections to it and that we have obtained the information necessary to prepare the tender, and that we meet all the conditions set out in it.
- 2) I/we declare that we have permissions to perform a specific activity or operation if the legal regulations impose an obligation to have them.
- 3) I/we declare that we have the necessary knowledge and that I experience the execution / execution of the order.
- 4) I/we declare that we are in an economic and financial situation ensuring the execution of the contract within the indicated period.
- 5) I/we declare that we have the appropriate technical potential and people capable of performing the contract.
- 6) I/we declare that if this tender is selected, we undertake to enter into an agreement at the place and time specified by the Employer.
- 7) I/we declare that we are not in bankruptcy and we are not in liquidation.
- 8) I/we declare that the price given in the tender includes all costs of the contract. We guarantee that the price given in the tender will not change during the period of the contract.
- 9) I/we declare that we do not participate in any other tender concerning the same proceeding.
- 10) I/we declare that payment terms and conditions may be negotiable.

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- 11) I/we declare that the tender may be made public in connection with the planned implementation of the project by the Employer and that I/we will not raise any objections in this regard.
- 12) I am/we are aware of the criminal liability for providing false data or submitting false statements.
- 13) The Contractor declares that they are not personally related or equity linked with the Employer. Personal relation or equity link are understood as mutual relations between the Employer or persons authorized to incur obligations on behalf of the Employer or persons performing activities related to the preparation and conduct of the Contractor selection procedure on behalf of the Employer, and the Contractor, involving in particular:
 - a) participating in the company as a partner in a civil partnership or partnership;
 - b) owning at least 10% of shares or stocks;
 - c) acting as a member of the supervisory or management body, proxy, attorney;
 - d) being married, in relationship of direct kinship or affinity, in relationship of secondary kinship or affinity up to second degree, or being in an adoption, custody or guardianship relationship.

(date and signature of an authorized person
stamp of the tenderer)

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Title: Simulator of dynamic use of company vehicles

Appendix No. 2 to Enquiry No. 01/02/22/ZO

Description of the subject of the contract

The subject of the contract is the delivery of 4 sets of monitoring system - eyetracker integrated in glasses.

The aforementioned eye tracker should meet the following requirements:

- Operating frequency: minimum 100hz,
- real-time gaze data transmission,
- wireless data transmission,
- scene camera, minimum 25Hz,
- microphone,
- no calibration or single point calibration method,
- run time: minimum 100 minutes of continuous recording without charging,
- software API for connection management and data access (c++/c#/python languages preferred)

Warranty: minimum 24 months

Appendix No. 3 to Enquiry No. 01/02/22/ZO

DRAFT AGREEMENT

entered into on in Szczecin between:

1. Autocomp Management Sp. z o.o. with their registered office in Szczecin, at ul. 1 Maja nr 36, KRS (National Court Register) number 0000275262, NIP (Tax Identification Number) 9552189980

represented by:

.....
further referred to as the **Purchaser**,

and

2. with their registered office in
KRS number, NIP

represented by:

.....
further referred to as the **Supplier**,

with the following content:

§ 1

This Agreement sets out the rules for the "Stress monitoring system - integrated eyetracker with glasses" (further referred to as the goods) between the Supplier and the Purchaser. The Supplier acknowledges that the purchase is carried out under the Project co-financed by the National Centre for Research and Development under Competition No. 10/2019 for the implementation of projects in the field of scientific research and development work for defence and security of the state. Project number: DOB-BIO10/08/01/2019 Title: Simulator of dynamic use of company vehicles.

§ 2

1. The Supplier undertakes to perform the delivery on the basis and in accordance with the specification of the tender submitted in procedure no. 01/02/22/ZO.
2. The completion date shall be from the date of signing the Agreement.
3. The goods shall be delivered at the Supplier's expense to Autocomp Management Sp. z o.o. with their registered office in Szczecin, at ul. 1 Maja nr 36 by and handed over on the basis of the handover protocol.
4. Warranty period shall be

§ 3

1. Acceptance of the goods should be confirmed by the Purchaser in writing on an appropriate document (e.g. handover protocol) along with complete technical documentation.

§ 4

1. For the proper performance of the Subject of the Agreement, the Employer shall pay the Contractor a remuneration in the amount of PLN net (in words:), increased by the applicable VAT rate (further referred to as the "Value of the Subject of the Agreement").

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2. The amount shall be paid to the Contractor within 30 days from the date of signing the handover protocol by the Employer, by bank transfer to the bank account indicated in the correctly issued VAT invoice delivered to the Employer.

§ 5

1. The Supplier shall pay the Purchaser a contractual penalty in the event of delay in delivery in the amount of 0.1% of the total gross value of the subject of the contract.

§ 6

The Purchaser may withdraw from the contract:

1. When not all the conditions specified in the specification by the Purchaser are met.
2. In the event of the completion of the Project.

§ 7

In connection with the provisions of art. 13 and art. 14 of Regulation (EU) 2016/679 of the European Parliament and of the 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) (Journal of Laws of 2016, L 119, item 1), we would like to inform you that:

1. The administrators of your personal data are AUTOCOMP MANAGEMENT sp. z o.o., ul. 1 Maja 36, 71-627 Szczecin and AUTOCOMP SERWIS sp. z o.o. ul. 1 Maja 36, 71-627 Szczecin (further referred to as ACM and ACS or the Administrator).
2. The administrator processes your personal data in a strictly defined, minimum scope necessary to conclude, properly perform, terminate or undertake other actions necessary to perform concluded agreements or fulfil obligations resulting from legal provisions.
3. The legal basis for the processing of your personal data obtained by ACM and ACS is the agreement for the provision of services, as well as the cooperation agreement related to the activities of ACM and ACS. The legal basis for the processing of personal data is also the legitimate interests pursued by ACM and ACS. If the basis for data processing is consent, ACM and ACS inform that the consent may be withdrawn at any time. Withdrawal of consent does not affect the validity of the processing that took place before the withdrawal of consent.
4. The purpose for which ACM and ACS process personal data is the conclusion and performance of agreements related to the activities of ACM and ACS. The purpose of processing is also, inter alia, implementation of legitimate interests by ACM and ACS. In addition, the purpose of processing personal data by ACM and ACS is:
 - a. pursuing potential claims in connection with the damage suffered by ACM and ACS caused by the person whose data is processed, as well as any other cases pursued amicably or in court,
 - b. documenting the performance of agreements for tax purposes,
 - c. ensuring the highest quality of agreements.
5. In special situations, the Administrator may transfer/entrust your data to other entities. The legal provisions constitute the basis for the transfer of data. ACM and ACS transfer personal data to the following categories of entities:
 - a. the administration of justice,
 - b. tax administration and entities related to the service of the social sphere (e.g. Social Insurance Company, State Fund of Rehabilitation of Handicapped People),
 - c. institutions related to the service of broadly understood EU funds,
 - d. companies providing ACM and ACS with IT support services and providing IT software,
 - e. law firms providing legal advisory services and legal representation,

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- f. The Marshal's Office of the West Pomeranian Voivodeship, the West Pomeranian Voivodeship Office and other authorized institutions and control bodies,
6. The basis for entrusting data are properly constructed data processing agreements, ensuring the security of personal data (e.g. with entities from the ICT and telecommunications sector, data processing).
7. Personal data processed by ACM and ACS shall be kept for the period necessary to achieve the purpose for which it was collected and in accordance with the archiving dates specified by the provisions of the currently applicable law. In particular, personal data:
- a. obtained in connection with the concluded agreement shall be processed by ACM and ACS for the period of limitation of tax claims or civil law claims or the person whose data is processed, depending on which of these events occurs later,
 - b. obtained in connection with the implementation of a legitimate interest by ACM and ACS shall be processed for the period required by law,
 - c. obtained in connection with the implementation of other purposes shall be processed in the time necessary to achieve the goal.
8. Each person whose data is processed by ACM and ACS - with exceptions reserved by law - has the possibility to access their personal data in the ACM and ACS database and rectify, delete, limit its processing, as well as the right to object to its processing. Access to data is possible at the headquarters of ACM and ACS. ACM and ACS provide the e-mail address rodo@autocomp.com.pl, through which you can contact regarding them personal data.
9. Depending on the area in which personal data is processed at ACM and ACS, providing personal data is a statutory or contractual requirement. In special cases, its provision is a condition for concluding an agreement. You will be informed by the technical departments of ACM and ACS about the details of the basis for collecting personal data and the possible obligation or voluntary provision of such data, as well as the potential consequences of failure to provide data.
10. Each person whose data is processed by ACM and ACS has the right to lodge a complaint with the supervisory body, which is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw.
11. ACM and ACS do not make automated decisions based on personal data, including profiling.

§ 8

Any changes to this Agreement shall be made in writing under pain of nullity.

§ 9

- 1. The parties choose Polish law as the law applicable to this Agreement.
- 2. The Agreement shall enter into force on the date of its signing by both Parties.
- 3. In matters not regulated in the Agreement, the provisions of the Civil Code shall apply, in particular those relating to the supply agreement.
- 4. The court with local jurisdiction in disputes arising from this Agreement shall be the court in Szczecin.

§ 10

The Agreement has been prepared in two identical copies, one for each of the Parties.

§ 11

Appendixes constituting integral part of the Agreement:

Appendix No. 1 – Xerox copy of the tender

Appendix No. 2 – Description of the subject of the contract

Project co-financed by the National Centre for Research and Development as part of Competition No. 10/2019 for the implementation of projects in the field of scientific research and development work for the defence and security of the state.

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.....
Supplier

.....
Purchaser

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Description of the subject of the contract

The subject of the contract is the delivery of 4 sets of monitoring system - eyetracker integrated in glasses.

The aforementioned eye tracker should meet the following requirements:

- Operating frequency: minimum 100hz,
- real-time gaze data transmission,
- wireless data transmission,
- scene camera, minimum 25Hz,
- microphone,
- no calibration or single point calibration method,
- run time: minimum 100 minutes of continuous recording without charging,
- software API for connection management and data access (c++/c#/python languages preferred)

Warranty: minimum 24 months

