

## TERMS OF REFERENCE

*Concerns the proceedings conducted in a competitive procedure entitled:  
Motion platform for the ACM type fire fighting vehicle simulator*

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## CHAPTER 1 INSTRUCTIONS FOR CONTRACTORS

### Section I Ordering Party

**AUTOCOMP MANAGEMENT Sp. z o.o.**

**ul. 1 Maja 36,**

**71-627 SZCZECIN, POLAND**

**NIP: PL9552189980**

**KRS: 0000275262**

**REGON: 320324344**

**Company capital: 400,000.00 PLN**

**The website address of the Ordering Party: [www.ac-m.pl](http://www.ac-m.pl)**

**Office hours:**

**Monday - Friday from 7:30 a.m. to 3:30 p.m.**

*The website address of the order*

*The website address of the procedure being conducted:*

[www.ac-m.pl](http://www.ac-m.pl)

*The website address, where changes and explanations of the content of the ToR and other procurement documents directly related to the contract award procedure will be available:*

[www.ac-m.pl](http://www.ac-m.pl).

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>

### Section II Contract award procedure

1. The procedure is conducted without the application of the provisions of the Act of September 11, 2019 Public Procurement Law (Journal of Laws of 2021, item 1129) - hereinafter referred to as the PPL
2. The procedure is conducted in a competitive manner - Chapter 6, point 6.5.2 of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020 (hereinafter the "Guidelines")
3. The order carried out under the project "Simulator for improving the skills of drivers of rescue and firefighting vehicles, fire brigades and ambulances, as well as testing the impact of the psychophysical state of drivers during and after the operation"
4. The Ordering Party provides for the possibility of conducting negotiations.
5. Type of contract: delivery

### Section III Subject of the order

1. The subject of the order is the delivery of Motion platform for the ACM type fire fighting vehicle simulator.
2. Main place or location for deliveries: Borne Sulinowo, Poland (NUTS code PL427).
3. Names and codes of Common Procurement Vocabulary (CPV):

	Code	Name
CPV	34150000-3	simulators

4. The contracting authority informs that the contract has not been divided into lots. Each Contractor will submit only one offer, alone or as a representative of the company or consortium. Submission of more than one offer by one Contractor will result in rejection of all its offers.
5. *Reasons for not dividing the procurement into lots:*
  - 1) the lack of division into lots does not affect competition;
  - 2) the lack of division into parts is dictated by technical reasons - elements of one system;
  - 3) the lack of division is dictated by technical reasons - the need to maintain full compatibility in order to be used for the implementation of the project.
6. The Ordering Party does not allow the possibility of submitting a variant offer.
7. Wherever the subject of the contract has been described by indicating trademarks, patents or the origin of a source or a specific process, or standards, European technical assessments, approvals, technical specifications and technical reference systems, it is indicated that this only serves to define the desired performance standard and determining the properties and technical requirements. The Ordering Party allows the Contractor to offer materials, devices or solutions equivalent to those described in the project documentation, including: included in catalog cards, technical specifications for execution and acceptance of works and ToR, provided that they do not lower the standards, functional and aesthetic values specified in the project documentation, they have the required appropriate certificates or approvals and ensure the performance of the contract in accordance with the expectations specified in the project documentation, technical specification of execution and acceptance of works as well as in the ToR. System solutions may only be replaced by equivalent system solutions which constitute complete solutions. Indicated in the project documentation: technical specification of execution and acceptance of works, sample trademarks, patents or origin, standards, European technical assessments, approvals, technical specifications and technical reference systems - is intended to clarify the expectations of the Ordering Party in relation to the subject of the contract and is only a quality standard for the subject orders. A contractor who refers to solutions equivalent to those described by the Ordering Party is obliged to prove that the proposed solutions to an equivalent degree meet the requirements set out in the description of the subject of the contract.
8. The Ordering Party provides for the possibility of conducting price negotiations with the contractor whose offer will be the most advantageous before awarding the contract, in particular when the price of the most advantageous offer exceeds the amount of funds allocated to the contract.
9. The Ordering Party does not provide for the reimbursement of costs of participation in the contract award procedure.
10. A detailed description of the subject of the contract, including the criteria used to assess equivalence, is included in Appendix No 3 - Technical description of the motion platform station.

#### **Section IV Order completion date**

Order completion date: 7 months from the date of signing the contract.

#### **Section V Grounds for exclusion**

1. The Ordering Party will exclude the contractor from the contract award procedure:
  - 1) which is related to the Ordering Party by capital, whereby capital ties are understood as interrelationships between the Ordering Party or persons authorized to incur obligations on its behalf or persons performing activities on its behalf related to the preparation and conduct of the contractor selection procedure and the contractor, in particular on:
    - a) participating in the company as a partner in a civil partnership or partnership,

- b) owning at least 10% of shares or stocks, unless a lower threshold does not result from legal provisions or has not been defined by the MA of the RPO WZ,
  - c) acting as a member of the supervisory or management body, proxy,
  - d) being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the lateral line or in relation to adoption, care or guardianship, or remaining in a relationship other than indicated in point (a). a-d if they violate the principles of competition (including the principles of spending public funds described in chapter 2 point 4) of the Guidelines
- 2) The Ordering Party will also exclude the contractor from the contract award procedure:
- a) which is listed in the lists referred to in Regulation 765/2006 and Regulation 269/2014 or entered into the list on the basis of a decision on entry in the list determining the application of the measure referred to in article 2. 1 point 3 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835);
  - b) whose real beneficiary within the meaning of the Act of 1 March 2018 on counteracting money laundering and financing terrorism (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists specified in Regulation 765/2006 and the Regulation 269/2014 or entered on the list or being such a real beneficiary from February 24, 2022, provided that it was entered on the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835);
  - c) whose parent company within the meaning of Art. 3 sec. 1 point 37 of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, items 217, 2105 and 2106) is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list or being such a parent entity from February 24, 2022, provided that it was entered on the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835)
2. The contractor may be excluded by the Ordering Party at any stage of the contract award procedure.

#### **Section VI List of required documents confirming no grounds for exclusion**

1. The Contractor is obliged to attach to the offer the declaration of non-exclusion valid as at the date of submission of tenders, according to the template constituting Appendix 2 to the ToR.
2. The declaration shall be null and void, in writing, or in electronic form with a qualified electronic signature, or a trusted signature or a personal signature. In the case of submitting a joint offer, the above-mentioned the declaration is submitted by each of the Contractors submitting a joint offer. It is also allowed to submit a scan of the declaration signed by an authorized person.

#### **Section VII Form of submitting an offer**

1. In the procurement procedure in question, communication between the Ordering Party and the Contractor takes place via the postal operator within the meaning of the Act of 23 November 2012 - Postal Law (i.e. Journal of Laws of 2020, items 1041, 2320), in person, via a messenger, or using electronic means of communication within the meaning of the Act of 18 July 2002 on the provision of electronic services (i.e. Journal of Laws of 2020, item 344), subject to the following points:
  - 1) the offer with attachments must be submitted:

- a. in writing, under pain of nullity, to the address of the Ordering Party given in Section 1, or
  - b. in an electronic form, which is understood as documents bearing a qualified signature, a trusted signature or a personal signature in one of the following ways:
    - by e-mail to the following address: [biuro@autocomp.com.pl](mailto:biuro@autocomp.com.pl) or
    - via the Competitiveness Database website.It is also allowed to submit a scan of the offer signed by an authorized person and scans of attachments to the offer.
- 2) all documents submitted with the offer and at the request of the Ordering Party must be presented in the original or a copy certified "to be true to the original" by the Contractor (the person / persons authorized to represent the contractor listed in the registration document business activity) or an attorney;
2. The Ordering Party prefers to communicate using electronic means of communication when submitting the following documents:
- 1) questions from contractors and explanations of the Ordering Party regarding the content of the ToR;
  - 2) requesting the contractor to explain the content of the offer and the contractor's response;
  - 3) summoning the contractor to supplement the offer;
  - 4) call for explanations regarding the elements of the offer affecting the amount of the price and the contractor's response;
  - 5) information about the correction of obvious spelling or accounting errors in the content of the offer;
  - 6) the Ordering Party request to consent to the extension of the tender validity period and the contractor's response,
  - 7) the contractor's declaration on the extension of the offer validity period,
  - 8) notification about the selection of the best offer,
  - 9) notification of cancellation of the procedure,
3. All letters, documents, statements, etc. submitted during the procedure between the Ordering Party and contractors must be made in Polish or English.

#### **Section VIII Information on how the contracting authority communicates with contractors**

1. Communication between the Ordering Party and Contractors takes place using electronic means of communication.
2. The date of submission (receipt) of declarations, applications, notifications and information shall be the date of sending them by means of electronic communication.
3. Contractors may ask the Ordering Party to clarify the content of the ToR, directing their inquiries to the Ordering Party, indicating the procedure number specified in the ToR. Inquiries should be submitted by e-mail to the following address: [biuro@autocomp.com.pl](mailto:biuro@autocomp.com.pl).
4. The contractor as a professional entity is obliged to check messages and information sent by the Ordering Party, because the notification system may break down or the notification may end up in the SPAM folder.
5. The Ordering Party is obliged to provide explanations immediately, but not later than 2 days before the deadline for submitting tenders, provided that the request for clarification of the content of the ToR was received by the awarding entity no later than 4 days before the deadline for submitting tenders.
6. If the request for clarification of ToR has not been received within the time limit referred to in point 5, the Ordering Party is not required to provide explanations to the ToR and the obligation to extend the deadline for submitting tenders.
7. The content of the inquiries along with explanations shall be made available by the Ordering Party on the website where the procedure is being conducted.

8. Any explanations and modifications, including changes of dates, become an integral part of the specification of the terms of the contract and are binding for the Ordering Party and the Contractors.

### **Section IX The deadline for being bound by the offer**

1. The contractor is bound by the offer no longer than 60 days from the deadline for submitting tenders, the first day of the tender binding date being the day on which the deadline for submitting tenders expires.
2. If the selection of the best offer does not take place before the end of the offer binding period referred to in point 1, the Ordering Party, before the expiry of the offer validity period, requests contractors to agree to extend this period for the period indicated by him, not longer than 30 days.
3. The extension of the offer validity period referred to in point 2, requires the contractor to submit a written declaration of consent to the extension of the offer validity period.

### **Section X Requirements for the offer**

1. The content of the offer must correspond to the content of the ToR.
2. The Contractor shall bear all costs related to the preparation and submission of the offer, including costs incurred for the acquisition of a qualified electronic signature, or incurred in connection with the acquisition or use of a trusted signature or a personal signature.
3. The contractor is obliged to obtain all information that may be necessary to prepare the offer and sign the contract.
4. The Ordering Party is not responsible for submitting the offer in a manner inconsistent with the ToR.
5. Due to the low risk of violating the integrity of the file and easier verification of the signature, the Ordering Party recommends, if possible, converting the files that make up the offer to the .pdf format and affixing them with a qualified PAdES signature.
6. The offer is made in Polish or English on the Offer Form - in accordance with Appendix 1 to the ToR. Along with the offer, the Contractor is obliged to submit:
  - a) the declaration referred to in Chapter 1, Section VI point 1 ToR;
  - b) documents providing the right to sign the offer; appropriate powers of attorney (if applicable);
7. Qualified signatures used by contractors to sign all files must meet the "Regulation of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) (EU) No. 910/2014 - from 1 July 2016".
8. The tenders will be assessed according to the criteria and principles set out in Chapter 1, Section XIII of the ToR. Contractors will submit offers in accordance with the requirements of the ToR.
9. The offer with attachments should be submitted no later than on June 21, 2022, till 3:00 pm

### **Section XI Opening of offers**

1. *The opening of offers will take place on June 21, 2022, 3:30 pm.*
2. *Immediately after the opening of tenders, the Ordering Party provides information on the website of the ongoing procedure about:*
  - 1) *names or first names and surnames as well as places of business activity or places of residence of economic operators whose tenders have been opened;*
  - 2) *the prices or costs included in the offers.*

### **Section XII The method of calculating the price**

1. The Contractor shall specify the net unit prices as well as the net and gross value for each item of the task, the VAT rate as well as the net and gross value of the task on the offer form. The Ordering Party requires all prices to be given in PLN or EUR. If the prices are presented in EUR, the Ordering Party, for the purposes of evaluating the offers, will convert this value based on the average exchange rate of the National Bank of Poland for EUR on the date of commencement of the procedure for awarding a public procurement in the Competitiveness Base). If the average exchange rate of the National Bank of Poland is not published on that day, the contracting authority will adopt the average rate from the last table prior to the commencement of the procedure. In such a case, the settlement will be based on the average exchange rate of the National Bank of Poland for EUR on the day preceding the invoice.
2. The gross offer price must be expressed to two decimal places.
3. The price should be calculated on the basis of ToR.
4. All elements of the offer should include possible discounts applied by the Contractor, ie they must be included in the price of the offer.
5. All prices specified by the Contractor are binding and will be entered into the contract.
6. If an offer has been submitted, the selection of which would lead to the creation of a tax obligation for the contracting authority in accordance with the Act of March 11, 2004 on tax on goods and services (i.e. Journal of Laws of 2020, item 106, as amended), for the purpose of applying the price criterion, the contracting authority shall add to the price presented in this offer the amount of tax on goods and services that it would be obliged to settle. In such a case, the contractor is obliged to:
  - 1) informing the the Ordering Party that the selection of its offer will lead to the creation of a tax obligation for the the Ordering Party;
  - 2) indication of the name (type) of goods or services, the delivery or performance of which will lead to the emergence of a tax obligation;
  - 3) indication of the value of the goods or services subject to the the Ordering Party's tax obligation, without the tax amount;
  - 4) indication of the rate of tax on goods and services, which, according to the knowledge of the contractor, will be applicable.
7. The payment will be made in the following currency: PLN or EUR

### Section XIII Tender evaluation criteria

1. When selecting the most advantageous offer, the Ordering Party will be guided by the following criteria and their weights, and will evaluate the fulfillment of the criteria in the following way:  
**gross price - 100%**
2. Method of evaluation of offers according to the adopted criteria (1% = 1 point):  
 Criterion 1 will be calculated using the following formula:  
**Gross price = [(Pl: Pe) x 100%] x 100**  
 where:  
**Pl - the lowest price (gross)**  
**Pe - price resulting from the examined offer (gross)**  
 The offer with the lowest price will receive the maximum number of points within the criterion.  
 The sum of points received by the offer in criterion 1 will be the result obtained by the given offer.
3. As a result of the commission analysis and evaluation of the received offers, using the criteria specified in ToR, the most advantageous offer will be selected.
4. In the course of examination and evaluation of tenders, the Ordering Party may demand explanations from economic operators regarding the content of the submitted tenders and the means of proof or other submitted documents or statements.
5. The Ordering Party will correct the content of the offer:
  - 1) obvious typographical errors,

- 2) obvious computational errors, taking into account the accounting consequences of the corrections made, and
  - 3) other errors consisting in the non-compliance of the offer with the procurement documents, not causing significant changes to the content of the offer, immediately notifying the Contractor whose offer has been corrected.
6. In the case referred to in point 5 subpoint 3, the Ordering Party shall set the contractor an appropriate time limit to consent to the correction of a mistake in the offer or to questioning its correction. Failure to reply within the prescribed time limit shall be deemed consent to the correction of the error.
  7. If the total price of the offer submitted on time is lower by at least 30% than the contract value plus VAT, determined before the initiation of the procedure or the arithmetic average of the prices of all non-rejected offers, the contracting authority will request explanations. in terms of calculating the price or cost, or their essential components, in order to determine whether the offer does not contain an abnormally low price. The contractor is responsible for proving that the offer does not contain an abnormally low price or cost.
  8. The offer of the contractor who did not provide explanations within the prescribed period, or if the submitted explanations together with evidence do not justify the price given in the offer, shall be rejected as an offer with an abnormally low price.

#### **Section XIV Basis of rejection of offers**

1. The Ordering Party rejects the offer if:
  - 1) was submitted after the deadline for submitting tenders;
  - 2) was submitted by the contractor:
    - a) subject to exclusion from the procedure or not meeting the conditions for participation in the procedure, or
    - b) who has not submitted a declaration or means of proof within the prescribed period, confirming the lack of grounds for exclusion, or other documents or statements,
  - 3) is invalid on the basis of separate provisions;
  - 4) its content is inconsistent with the terms of the contract;
  - 5) has not been prepared or submitted in a manner compliant with the technical and organizational requirements for preparing or submitting tenders using electronic means of communication specified by the Ordering Party;
  - 6) was submitted under the conditions of an act of unfair competition within the meaning of the Act of April 16, 1993 on combating unfair competition;
  - 7) it contains an abnormally low price or cost in relation to the subject of the contract;
  - 8) it contains errors in the calculation of the price or cost;
  - 9) the contractor has not expressed its consent in writing to extend the tender validity period;
  - 10) the contractor did not express a written consent to the selection of his offer after the expiry of the offer binding period;

#### **Section XV Formalities that must be completed after selecting an offer in order to conclude a procurement contract**

1. The Ordering Party will conclude a procurement contract with the Contractor whose offer will be considered the most advantageous.
2. If the offer submitted by Contractors jointly applying for the contract is selected, the Ordering Party reserves the right to demand an agreement regulating the cooperation of these Contractors before concluding a procurement contract.
3. If the contractor whose offer has been selected as the most advantageous, refrains from concluding a procurement contract, the contracting authority may re-examine and evaluate the offers from among the offers of other contractors in the procedure and select the most advantageous offer or cancel the procedure.



4. The contractor will be obliged to sign the contract within the time limit indicated by the Ordering Party.

### Section XVI Information on the processing of personal data

1. The Ordering Party informs that the contract award procedure is open to the public.
2. The protocol with attachments is open to the public and made available upon request. Tenders with attachments shall be made available upon request immediately after the opening of tenders. In the event that the submission of a request relating to the right referred to in Art. 18 sec. 1 of the Regulation 2016/679, will restrict the processing of personal data contained in the protocol or attachments to this protocol, from the date of completion of the contract award procedure, the contracting authority does not provide this data, unless the conditions referred to in Art. 18 sec. 2 of Regulation 2016/679.
3. Pursuant to Art. 13 sec. 1 and 2 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 regulation on data protection) (Journal of Laws UE L 119 of 04/05/2016, page 1), hereinafter referred to as "GDPR", I would like to inform you that:
  - a) the administrator of your personal data is AUTOCOMP MANAGEMENT Sp. z o. o., ul. 1 Maja 36, 71-627 SZCZECIN, POLAND..
  - b) Your personal data will be processed on the basis of art. 6 sec. 1 lit. c GDPR for the purposes related to the above-mentioned public procurement procedure
  - c) the recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available;
  - d) your personal data will be stored for a period of 2 years from December 31 of the year following the submission of the statement of expenditure to the European Commission, which includes the final expenditure relating to the Project;
  - e) the obligation to provide your personal data directly concerning you is a statutory requirement related to participation in the public procurement procedure;
  - f) in relation to your personal data, decisions will not be made in an automated manner, in accordance with art. 22 GDPR;
  - g) you have:
    - pursuant to Art. 15 GDPR, the right to access your personal data;
    - 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 sec. 2 GDPR;
    - the right to lodge a complaint to the President of the Personal Data Protection Office, if you feel that the processing of your personal data violates the provisions of the GDPR;
  - you are not entitled to:
    - in connection with Art. 17 sec. 3 lit. 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, as the legal basis for the processing of your personal data is art. 6 sec. 1 lit. c GDPR.
4. The disclosure referred to in point 2 applies to all personal data, except for the data referred to in Art. 9 sec. 1 of the Regulation 2016/679 collected in the course of the contract award procedure.
5. If a person whose personal data is processed by the contracting authority uses the right referred to in Art. 15 sec. 1-3 of the Regulation 2016/679, the contracting authority may request the person requesting additional information to specify the name or date of the completed procurement procedure.
6. The use by the person whose personal data is processed, of the right to rectify or supplement the personal data referred to in art. 16 of the Regulation 2016/679, may not infringe the integrity of the protocol of the procedure and its attachments.

7. Information constituting a business secret within the meaning of the provisions on combating unfair competition shall not be disclosed, if the contractor, along with the provision of such information, stipulated that it cannot be disclosed and has demonstrated that the proprietary information constitutes a business secret.
8. By business secrets within the meaning of Art. 11 sec. 2 of the Act of April 16, 1993 on Combating Unfair Competition (i.e. Journal of Laws of 2020, item 1913), it is understood to be technical, technological, organizational information of a company or other information of economic value that is not disclosed to the public, and which, as a whole, or in a specific set and set of their elements are not commonly known to people who usually deal with this type of information or are not easily accessible to such people, provided that the person authorized to use the information or dispose of it has taken, with due diligence, actions to maintain its confidentiality, i.e. when submitting the offer, he stipulated that the information may not be disclosed to other participants in the procedure and demonstrated that the proprietary information constitutes a trade secret. Any information constituting a business secret that the Contractor reserves as a business secret should be sent in a legible manner that allows for their identification as a business secret.
9. Disclosure of the non-proprietary content of the offers will be made according to the following rules:
  - the person concerned is obliged to apply to the Ordering Party for the content of the report and / or attachments to the report,
  - The Ordering Party will determine, taking into account the trade secret reservation submitted in the offer, the scope of information that may be made available,
  - after carrying out the above activities, the Ordering Party shall immediately provide the applicant with the report and / or attachments to the protocol.

### **Section XVII Annulment of the procedure**

1. The Ordering Party shall cancel the procurement procedure if:
  - 1) no offer has been submitted
  - 2) all offers were subject to rejection
  - 3) the price of the best offer or the offer with the lowest price exceeds the amount that the Ordering Party intends to spend on financing the contract, unless the Ordering Party may increase this amount to the price of the best offer
  - 4) there has been a significant change in circumstances causing that the conduct of the procedure or the performance of the contract is not in the public interest, which could not have been foreseen earlier
  - 5) the procedure is encumbered with an irremovable defect that prevents the conclusion of a public procurement contract that cannot be canceled
  - 6) the contractor has failed to provide the required performance bond guarantee of the contract or has refrained from concluding a public procurement contract,
2. The Ordering Party shall simultaneously notify all Contractors who applied for the award of the contract about the cancellation of the contract award procedure, stating the factual and legal justification by publishing information on the website of the procedure being conducted.
3. Moreover, the Ordering Party reserves the right to cancel the procedure without giving any reasons.

The following attachments constitute an integral part of the ToR:

1. Appendix No. 1- Offer form
2. Appendix No. 2 - Contractor's declaration
3. Appendix No. 3 - Technical description of the mobile platform stand

## **CHAPTER 2 DETAILED DESCRIPTION OF THE SUBJECT OF THE CONTRACT**

All equipment shall be CE marked

All equipment shall be new without any signs of exploitation, to not be faulty or damaged.

The equipment offered to the Ordering Party must meet the standards set for such goods by Polish law and have appropriate permits allowing for use in the territory of Poland

Minimal requirements for of the motion platform station are described in Appendix No 3

**CHAPTER 3 MODEL OF THE CONTRACT**

concluded on..... in Szczecin between:

....., with headquarters at ....., ....., REGON number: .....

Tax ID: ....., represented by:

- .....

hereinafter referred to as the Ordering Party in the content of the contract and:

.....

Tax ID..... represented by:

.....

.....

hereinafter referred to as the Contractor in the content of the contract

As a result of the conducted procedure No. 01/06/22/ZO/STR in a competitive manner, in accordance with Chapter 6, point 6.5.2 of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020, the following agreement was concluded:

**§ 1**

1. The subject of the contract is delivery of Motion platform for the ACM type fire fighting vehicle simulator (hereinafter: Equipment or Subject of the Contract) to the registered office of the Ordering Party, meeting the technical and functional requirements specified in ToR No. 01/06/22/ZO/STR.
2. The Subject of the Contract should have the following modules:
  - 1) a motion platform with six degrees of freedom (6DOF) and a load capacity of 1500 kg
  - 2) power supply and control cabinet (equipment supplying the platform),
  - 3) functional software,
  - 4) safety system (safety switches),
  - 5) system integration after installation and commissioning

**§ 2**

1. The Contractor declares that the Equipment is brand new, unused, free from physical and legal defects and - if required by generally applicable law - has technical passports, certificates / declarations of conformity allowing the Equipment to be used in Poland and complies with the standards in force in the European Union.
2. The economic operator declares that no bankruptcy, liquidation or reorganization proceedings are pending against him and that no enforcement proceedings are pending against him.

**§ 3**

1. The equipment will be delivered to the Ordering Party in original factory packaging, the storage of which by the Ordering Party will not be required to maintain the warranty rights.
2. Together with the Equipment, the Contractor shall provide the Ordering Party with the following documents:
  - 1) instruction manual in Polish or English,
  - 2) warranty card,

3) description of Equipment parameters.

**§ 4**

1. The Equipment will be delivered to the Ordering Party at the address ... by .....
2. The Contractor shall notify the Ordering Party about the planned delivery of the Equipment via e-mail to the following address: ..... at least 10 days in advance, along with complete guidelines containing the required conditions for the storage of the Equipment.

**§ 5**

1. The place of delivery of the Equipment is the seat of the Ordering Party.
2. The Contractor shall ensure transport of the subject of the contract from the Contractor to the Ordering Party's production facility and shall bear the costs of transport and insurance of the subject of the contract for the time of transport.
3. Delivery of the Equipment to the Ordering Party will be confirmed by a delivery and acceptance protocol signed by the Parties or their representatives. Along with the Equipment, the Contractor will issue the documents indicated in § 3 section 2 contracts.
4. The Ordering Party, when accepting the Equipment, is obliged to check its completeness and technical condition in terms of mechanical damage and in the event of any deficiencies (incompleteness) or mechanical damage, make comments / reservations on this subject on the transport document and immediately notify the Contractor about them.
5. In the event that the means of transport on which the subject of the contract is transported from the Contractor to the Ordering Party has been theft, accident or collision, as a result of which the subject of the contract has been stolen, destroyed or permanently damaged, the Contractor is obliged to provide the Ordering Party in good working order in an additional, jointly a fixed, reasonable time.

**§ 6**

1. The person on the part of the Contractor, designated for contacts with the Ordering Party is: ....., Tel. ...., e-mail: .....
2. The person on the part of the Ordering Party, designated for contacts with the Contractor, is: ..... Tel. .... e-mail: .....

**§ 7**

1. For the performance of this contract, the Ordering Party shall pay the Contractor a remuneration in the amount of ..... PLN / EURO net,
2. The remuneration referred to in sec. 1 will be payable within 21 days from the date of payable within 21 days from the protocol receipt date, based on invoice.
3. In case that the amount of remuneration referred to in sec. 1 is determined in EUR, the payment will be settled by the Ordering Party by transfer in PLN, after conversion according to the average NBP exchange rate in force on the day preceding the invoice, to the IBAN account: .....,
4. The remuneration referred to in sec. 1 covers all costs related to the delivery of the Equipment, including:
  - 1) costs of packaging the Equipment, costs of insurance of the Equipment for the time of transport, delivery and bringing to the premises indicated by the Ordering Party, costs of installation and system integration after installation and commissioning,
  - 2) costs of checking the correct operation of the Equipment,
5. VAT will be calculated and transferred in accordance with the applicable legal regulations
6. The basis for payment will be a VAT invoice issued by the Contractor.
7. Payment of the remuneration referred to in sec. 1 by bank transfer to the Contractor's account indicated on the invoice.
8. The date of payment shall be the date on which the Ordering Party's bank account is debited.

**§ 8**

1. The Contractor will provide a warranty for the Equipment for a period of 24 months from the date of delivery of the Equipment to the Ordering Party, unless the provisions of the ToR provide for a longer warranty period - the provisions of the ToR shall apply.

2. Removal of defects, faults or other damage to the Subject of the Agreement shall be deemed effective upon signing by both parties of the warranty repair protocol, which will confirm the date of actual removal of the defects, faults or other damage.
3. In the event that the Contractor determines that the Equipment or any part of it cannot be repaired within 3 working days from the moment of commencing the removal of defects, faults or other damage, preventing the full use of the technical and operational capabilities of the Equipment, the Contractor shall be obliged no later than 40 working days counted from the date of commencing the removal of defects, faults or other damage to be delivered for the time of repair of the replacement Equipment of at least the same class and with the same properties as the repaired Equipment had.
4. In the event of ineffective expiry of the deadline for removing defects, faults or other damage, referred to in paragraph. 3 above and the Contractor's failure to provide replacement Equipment, the Ordering Party has the right, without losing the warranty rights, to remove defects, faults or other damage by his own efforts or have them removed by another entity, at the cost and risk of the Contractor.
5. Malfunction of the Equipment or its parts, calculated from the date of reporting the defects, faults or other damage by the Ordering Party until its removal by the Contractor, each time automatically extends the term of the valid warranty by the entire period of malfunction of the Equipment or its part.
6. After the equipment warranty period, the Contractor shall provide the Ordering Party with a paid service including repairs and sale of spare parts for the Equipment for a minimum period of 3 years.
7. In the event of revealing physical defects of the Equipment, the Contractor is obliged to replace the subject of the contract with a non-defective one.
8. The Contractor is obliged to cover the costs of expert opinions made at the request of the Ordering Party related to the confirmation of the occurrence of defects or determination of the method of their removal, if the Contractor questions his responsibility or fails to remove the defect on his own, provided that such an expert opinion confirms the Contractor's liability for the occurrence of the defect.
9. Regardless of the warranty rights, the Ordering Party may use the guarantee rights.

#### § 9

1. The Ordering Party may require the Contractor to pay a contractual penalty in the amount of 0.25% of the Contractor's net remuneration, referred to in § 7 sec. 1 for each day of delay in exceeding the delivery date for the Equipment referred to in § 4 section 1 of the contract.
2. The Ordering Party may require the Contractor to pay a contractual penalty in the amount of 0.1% of the Contractor's net remuneration, referred to in § 7 sec. 1 for each day of delay - in the event of failure to perform the warranty obligations on time.
3. The Awarding Entity may require the Contractor to pay a contractual penalty in the amount of 10% of the net remuneration referred to in § 7 sec. 1 - due to withdrawal from the contract by any of the Parties for reasons attributable to the Contractor.
4. Contractual penalties resulting from the provisions of this contract shall be payable by bank transfer to the Ordering Party's bank account within 7 days from the date of the Contractor's call to pay them.
5. The reserved contractual penalty does not exclude the Ordering Party's right to claim damages exceeding the amount of the reserved contractual penalties on general terms.

#### § 10

1. It is forbidden to make significant changes to the provisions of the Agreement in relation to the content of the offer on the basis of which the Contractor was selected, subject to the content of sec. 2 below.
2. Changing the provisions of the Agreement in relation to the content of the offer is possible through:

- 1) change of the deadline for the performance of the Subject of the Agreement for a period corresponding to the suspension or delay of this deadline in the case of:
  - a) the occurrence of circumstances caused by force majeure, including the occurrence of a random event caused by external factors, which could not be foreseen with certainty, in particular directly threatening the life or health of people or threatening with damage to a significant extent or actions of third parties preventing the performance of the contract, which the actions are not a consequence of the fault of either party,
  - b) the occurrence of circumstances lying solely on the part of the Ordering Party or independent of both Parties, which resulted in the suspension of the performance of the Subject of the Agreement or a delay in its conclusion,
- 2) a change in the method of performing the Subject of the Agreement or a reduction of the Remuneration in the event of:
  - a) when the legal status changes in the scope related to the Agreement, which will result in the necessity to change the manner of performing the Subject of the Agreement by the Contractor,
  - b) change of the catalog number or own name of the Equipment, with the proviso that it will meet the requirements specified in the inquiry constituting an appendix to this contract,
  - c) replacement of the Equipment indicated by the Contractor in the Offer with another / other, with the same purpose and meeting / meeting all the requirements specified by the Ordering Party in the ToR, in particular, such a change is allowed in the event of the appearance of a newer generation Equipment with better parameters, functional properties or other reasons more favorable to the Ordering Party; such a change may not increase the contractor's remuneration.
3. Amendments to the provisions of the Agreement shall be made in writing, otherwise null and void.

#### § 11

1. In matters not covered by the contract, the provisions of the Civil Code and other generally applicable provisions of law shall apply.
2. Invalid or ineffective provisions of this contract shall be replaced by legally valid and fully effective provisions.
3. The Contractor may not assign the performance of the subject of this contract to a third party.
4. The Contractor may not transfer the claims arising from this contract to third parties without the prior consent of the Ordering Party expressed in writing, otherwise null and void.
5. The Contractor declares that he has the necessary resources to perform this contract.
6. The Contractor is obliged to inform the Ordering Party in writing about any change of his address data.
7. Any disputes that may arise in connection with the implementation of this contract, the parties will submit to the court competent for the Ordering Party.
8. The contract was drawn up in three identical copies, one for the Contractor, two for the Ordering Party.

**ORDERING PARTY**

**CONTRACTOR**

Case No: 01/06/22/ZO/STR

**OFFER**

Contractor's name .....

HQ address .....

entered into the register in ..... under number .....

with REGON ..... NIP .....

**competitive procedure:*****Motion platform for the ACM type fire fighting vehicle simulator*****1. We declare that we will deliver the subject of the order for:**

LP	name	specifications	Trade name / catalog number / manufacturer	Net unit price	quantity	net value	Gross value
1	Motion platform for the ACM type fire fighting vehicle simulator	According to ToR			1		
<b>SUM</b>							

2. The task in question will be delivered by .....

3. The task in question will be performed in accordance with the Terms of Reference (ToR).

4. We declare that:

- we got acquainted with the provisions of the Terms of Reference,
- we have obtained all the necessary information to prepare the offer and implement the subject of the contract,
- we accept the offer validity period indicated in the ToR,
- we accept the contract template and if our offer is selected, we undertake to sign the contract under the conditions specified in the specification, at the place and time indicated by the Ordering Party.

5. Under penalty of criminal liability, we declare that the documents attached to the offer describe the legal and factual status as of the date of opening the offers.

We declare that we accept the payment terms indicated in the ToR.

The person authorized to contact the Ordering Party in this case is:

..... tel. .... email: .....

If our offer is selected, the persons authorized to sign the contract are:

1. .... 2. ....

6. We declare that we have obtained the necessary information to prepare the offer.

7. We declare that we will perform the subject of the order ourselves / with the participation of subcontractors <sup>1/</sup>.

<sup>1</sup> Delete inappropriate. If the point is not completed, it is considered that the subject of the contract will be performed without the participation of subcontractors.

8. Below are the parts of the order, the performance of which we intend to entrust to subcontractors and a list of subcontracting companies to whom the performance of the above-mentioned part of the order

LP	subcontractor	part of the order, the performance of which we intend to entrust to a subcontractor
1		
2		

9. We declare that the offer does not contain / contains (underline as appropriate) information constituting a business secret within the meaning of the provisions on combating unfair competition. Such information is contained in the following documents:

.....  
 .....

Justification that the proprietary information constitutes a trade secret:

.....

Attention! If it is not demonstrated that the proprietary information is a trade secret or is insufficiently substantiated, the information will be considered non-confidential.

I declare that I have fulfilled the information obligations provided for in Art. 13 or article. 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 UE L 119 of 04.05.2016, p. 1) towards natural persons from whom I obtained personal data directly or indirectly in order to apply for a public contract in this procedure - applicable / not applicable.

**The attachments to the offer form are:**

**1. Documents required in accordance with the ToR.**

**2. Attachments listed in the ToR**

.....  
 / place, date /

.....  
 / Contractor's signature /



**CONTRACTOR'S STATEMENT**

I (We), the undersigned .....  
acting for and on behalf of:

.....  
(full name of the Contractor)

.....  
(address of the Contractor's seat)

By submitting an offer in response to: a competitive procedure, entitled: Delivery of Motion platform for the ACM type fire fighting vehicle simulator, I declare that:

- 1) between the Contractor and the Ordering Party: AUTOCOMP MANAGEMENT Sp. z o.o. or persons authorized to incur liabilities on its behalf or persons performing on its behalf activities related to the preparation and conduct of the contractor selection procedure - there are no mutual capital or personal ties, excluding participation in this procedure<sup>1</sup>.
- 2) We are not Contractor:
  - a) which is listed in the lists referred to in Regulation 765/2006 and Regulation 269/2014 or entered into the list on the basis of a decision on entry in the list determining the application of the measure referred to in article 2. 1 point 3 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835);
  - b) whose real beneficiary within the meaning of the Act of 1 March 2018 on counteracting money laundering and financing terrorism (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists specified in Regulation 765/2006 and the Regulation 269/2014 or entered on the list or being such a real beneficiary from February 24, 2022, provided that it was entered on the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835);
  - c) whose parent company within the meaning of Art. 3 sec. 1 point 37 of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, items 217, 2105 and 2106) is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list or being such a parent entity from February 24, 2022, provided that it was entered on the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835)

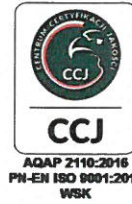
....., on .....

.....  
(signature (s) of authorized persons  
to represent the contractor)

<sup>1</sup> The relations referred to above shall be understood as mutual relations between the Ordering Party or persons authorized to incur obligations on its behalf or persons performing activities on its behalf related to the preparation and conduct of the contractor selection procedure and the contractor, consisting in particular of:

- 1) participation in the company as a partner in a civil partnership or a partnership;
- 2) owning at least 10% of shares or stocks;
- 3) performing the function of a member of the supervisory or management body, proxy, proxy;
- 4) being married, in relationship of kinship or affinity in a straight line, kinship of second degree or affinity in a lateral line, or in relation to adoption, guardianship or guardianship;
- 5) remaining in a relationship other than those indicated in items 1-4, if they violate the principles of competition.





# AUTOCOMP // MANAGEMENT

Centrum Badawczo-Rozwojowe

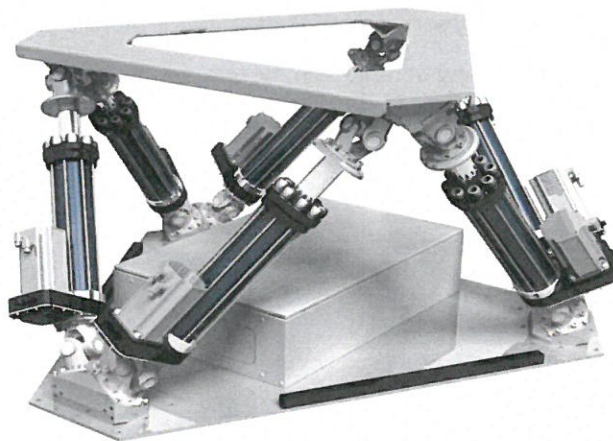
PRZEDSIĘBIORCA O SZCZEGÓLNYM ZNACZENIU GOSPODARCZO-OBRONNYM (Dz.U. 2019 poz. 1985)

Appendix No. 3 01/06/22/ZO/STR

## Technical description of the motion platform station

According to the Ordering Party's requirements

## For the RPO Project Fire Brigade Simulator



Szczecin, 2022

AUTOCOMP MANAGEMENT Sp. z o. o  
ul. 1 Maja 36, 71-627 SZCZECIN, POLAND  
Tel. 48-91-4624084  
Fax 48-91-4624130  
WWW: [www.ac-m.pl](http://www.ac-m.pl)  
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NIP: 9552189980  
REGON: 320324344  
KRS: 0000275262

Company capital: 400,000.00 PLN

## 1. Basic information

The motion platform for the ACM type fire fighting vehicle simulator will be installed on the basis of the existing infrastructure at the KSP Simulator Center in Borny Sulinowo, using software developed under the project licensed by ACM.

The simulator motion platform should have the following modules:

- a motion platform with six degrees of freedom (6DOF) and a load capacity of 1500 kg
- power supply and control cabinet (equipment supplying the platform),
- functional software,
- safety system (safety switches),
- system integration after installation and commissioning,

The presented configuration can be modified or changed only by Autocomp Management according to the individual needs of the User.

### General information

Document	Technical description of the simulator motion platform
System	A firefighting combat vehicle simulator at the Simulator Center
Document name	Technical specification
modification date	08.06.2022
Version	Ver . 1.0
Author	Maciej Szłapczyński

### Document revision data

Ver . 1	Basic version
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## 2 Document information

Any changes in the document should be marked with a color that distinguishes the text or crossed out if it is necessary to delete the selected text. Any changes to the document should be made with the tracking of changes turned on so that they are visible. In case of ambiguity, comments should be used to establish the correct content.

Revision	Date	Chapter	Side	Comments
Version 1.0	2022-04-17			Version primary

### a. Documentation complementary

No	Document	Date	Title
1	Technical Specifications	2022	Technical Specifications

### b. Shortcuts used in the document

AC	Alternate Current
ACM	Autocomp Management sp. Z o. O
ABS	Anti -lock Brake System
CCTV	Closed Circuit Television
CGI	Computer Generated Image
COTS	Commercial off-the- shelf
DOF	Degree of Freedom
DC	Direct Current
DVD	Digital Versatile Disk
DVI	Digital Video Interface
ECP	Electronic Controlled Pneumatic ( brakes )
EBS	Electronic Brake System
GUI	Graphical User Interface
Hz	Hertz
IMI	Instructor Management Interface
IOS	Instructor Operator Station
KMW	Krauss-Maffei Wegmann GmbH & Co. KG
ICE	Level of Detail
MCB	Main Circuit Breaker
PC	Personal Computer
RAID	Redundant Array of Independent Disks

### **3 General requirements for the motion platform**

The platform should meet all applicable product safety standards. Thanks to the simple structure, technical service and software of the platform, it is possible to quickly learn all the rules of its use, thanks to which the use itself does not pose a threat to trainees and qualified staff training drivers and operating the system.

#### **3.1 Environmental requirements of the simulator motion platform**

The simulator platform should be designed in accordance with the assumptions regarding the working environmental conditions and will meet the following requirements, i.e.:

- Platform operating temperature: 15 ° C - 35 ° C (The platform should have ventilation devices)
- Certificates: CE,

#### **3.2 Power supply of the station and temperature working conditions**

The motion platform position should be powered by a secured (without a residual current device) power socket min. 32A, 3-phase connected from power distribution board. The power cord to the platform should have a cross-section of min. 5G4 mm and be secured at the exit point. The power supply for the motion platform station with the simulator should have the following parameters:

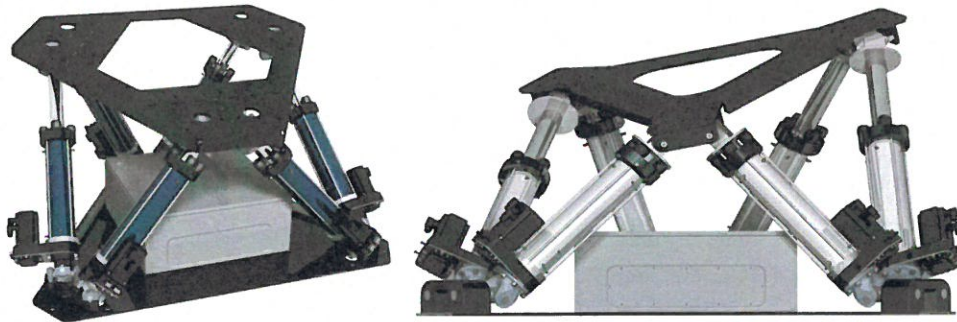
- supply voltage 400 VAC
- frequency 50Hz

#### **3.3 Motion platform**

A motion platform with six degrees of freedom (6 DOF) should be adapted to work with the vehicle simulator. Thanks to the use of a motion system, it should be possible to generate simulator movements, enabling the mapping of sensations and feelings of the person inside the cabin. The motion system should provide the greatest number of movements required for the simulation, allowing free positioning and simulating the behavior of the cab during vehicle braking (cab tilting forward), acceleration (cab tilting backwards) and turning (cab tilting to the left or right, respectively, when turning into a car). right or left). It is also possible to map the occurrence of centrifugal forces arising from a sudden change in direction during training. Through the motion system, the simulator also enables the introduction of the following events, functions and dependencies, i.e.:

- perceptible overcoming hills, bends, intersections,
- sudden braking of the vehicle, sudden acceleration,

- access to viaducts, curbs, skid plates.



**Picture 3-1:** Example of a motion platform with simulator range of motion measurement

The motion platform system with six degrees of freedom should provide a high degree of realism during the simulation. Cooperation with the 6DOF platform should additionally enable simulation of lateral displacement in the horizontal plane occurring only in the event of a serious vehicle collision.

In the basic configuration, the motion platform consists of the following elements:

- top plate for mounting the cabin
- electromechanical actuators
- bottom plate or feet for mounting the platform to the ground
- central computer of the platform

### 3.3.1 Technical data of the motion platform

The minimum parameters of the platform are:

- maximum load capacity 1500kg
- amplitude of movement:  $\pm 20^\circ$  (rotation in the longitudinal and transverse axes),  $\pm 0.15\text{m}$  (vertical axis displacement)
- Movement speed:  $\pm 30^\circ / \text{s}$  (rotation in the longitudinal and transverse axes),  $\pm 0.3\text{m} / \text{s}$  (vertical axis displacement)
- Acceleration:  $\pm 200^\circ / \text{s}^2$  (rotation in the longitudinal and transverse axes),  $\pm 4\text{m} / \text{s}^2$  (vertical axis displacement)



### **3.3.2 Foundation of the platform**

The properties of the platform should ensure its correct operation when setting the 6DOF motion platform on a specially prepared foundation (by the Ordering Party) with dimensions of 3000x3000x500mm or a diameter of 3000mm and a depth of 500mm. The foundation will be reinforced according to the design provided by the constructor. The entire foundation will be separated from the rest of the building's floor through a special dilatation. Concrete class minimum C30. The platform should enable it to be attached to the ground with the use of special chemical anchors with a length in accordance with the design provided by the platform manufacturer.

### **3.3.3 Platform control**

The motion platform should enable remote control, e.g. from the Instructor's station integrated with the rest of the system. Remote control should enable:

- Platform power-on - Switch
- Platform shutdowns - Switch
- Platform emergency shutdown - Safety switch
- Checking the readiness of the platform for work - Lamp

## **3.4 Elements of security systems.**

### **3.4.1 Safety switches**

For the correct operation of the safety system, the motion platform station should enable the installation of safety switches located outside the platform in the simulator area of operation, providing the trainee with the possibility to stop the training (pressing the switch should stop the platform operation). Additionally, the platform should enable the output of a signal to the lamp signaling the platform operation.

### **3.4.2 Rack cabinet for controls the operation of the platform**

The platform RACK cabinet should be equipped for computer (central unit) which should have the software necessary to control the operation of the platform and allow the person supervising the system operation to be connected to one of the monitors if it is necessary to configure the platform or read logged information.

### **3.5 On-line service**

The motion platform post should allow connection to the Ethernet network. The connection is made in order to provide an on-line service, if it is necessary to remove minor software defects or to view the operating status.

## **4 Documentation**

Together with the motion platform, the following should be delivered (in Polish or English):

- Platform operation manual
- Platform assembly and safety instructions
- Platform service manual