

Warsaw, 25.03.2025

REQUEST FOR PROPOSAL

for the purchase and delivery of a mobile eye tracker module for mounting on a NIRS cap, which does not require a cable connection to an external computer.

W.Ps-361/2/2025.

1. ORDERING PARTY

Faculty of Psychology, University of Warsaw			
5/7 Stawki St., 00-183 Warsaw			
REGON 24000001258	Email address for contact regarding inquiries:		
NIP: 525-001-12-66	e-mail: <u>zamowienia@psych.uw.edu.pl</u>		
www.psych.uw.edu.pl			
e-mail: sekog@psych.uw.edu.pl			

2. DESCRIPTION OF THE SUBJECT MATTER OF THE ORDER

The order includes the purchase and delivery of a mobile eye tracker module, which does not require a cable connection to an external computer. Scene camera at least 1600 x 1200 pix @ 30 Hz, 2 eye cameras recording eye position, eye orientation and pupil diameter at least 200 Hz, declared accuracy in laboratory conditions at least 2 degrees, accelerometer, magnetometer, gyroscope ensuring full head position, accelerometer and gyroscope data at least 110 Hz, Calibration-free gaze tracking based on a neural network/AI. AI-based software for basic eye tracking data (fixations, blinks, pupillometry, ROI). Flexible and lightweight frame with integrated head strap for children aged 2-8 years.

Detailed specification:

- Real time neural network/AI based callibration-free eyetracking.
- Binocular, monocular left and right eyetracking modes
- Mobile eyetracker module, which does not require a cable connection to an external computer, including:
 - Scene camera at least 1600 x 1200 pix @ 30 Hz,
 - 2 IR eye cameras 200 fps
 - Accelerator, magnetometer, gyroscope
 - Microphone
- mobile device for real-time gaze estimation, wearer management, recording, and real-time streaming.

- AI based software for analysis of basic eyetracking data (fixations, saccades, blinks, pupilometry, RoIs).
- Flexible and lightweight frame (no glass) with integrated head strap for kids ages 2-8.
- ET module + frame total weight<40 g
- Battery capacity up to 4h of recording
- Accuracy 2 deg or better
- Software allowing synchronization with other equipment

Together with the delivery, the Contractor is obliged to provide warranty documents and operating instructions (either paper or electronic version).

3. ORDER COMPLETION TIME:

Completion time: April 30, 2025

Payment will be made after the order is completed in 1 tranche.

Required warranty and guarantee period 12 months

4. GROUNDS FOR EXCLUSION AND CONDITIONS OF PARTICIPATION IN THE PROCEDURE

- 1. The contract award procedure may be applied for by all Contractors who:
 - are not subject to exclusion from the procedure due to the premises referred to in art. 108 sec. 1 and art. 109 sec. 1 of the Public Procurement Law,
 - are not subject to exclusion from the procedure on the basis of art. 7 sec. 1 of the Act of 13 April 2022 on special solutions in the field of counteracting support for aggression against Ukraine and serving to protect national security (Journal of Laws item 835).

5. CONDITIONS OF PARTICIPATION IN THE PROCEDURE

- 1. All Contractors who:
- conduct business activity in the scope of providing supplies/services that entitle them to perform the task,
- have the human potential to perform the order,
- have the economic and financial situation allowing for the performance of the order,
- present a complete and signed offer within the specified deadline may apply for the order.

The assessment of the lack of grounds for exclusion and fulfillment of the conditions for participation in the procedure will be made on the basis of declarations and documents submitted by the Contractor.

- 2. One Contractor may submit one offer. Due to the nature of the order, the inquiry is addressed to Contractors conducting business activity in the scope of providing services that entitle to perform the task.
- 3. Contractors who have submitted declarations or documents containing untruths within the framework of this procedure will be excluded from the procedure.
- 4. In order to ensure the proper performance of the entrusted tasks, the Ordering Party reserves the right to request the Contractor to supplement the documents and submit additional

explanations, as well as to inspect the documentation confirming the information presented in the offer. The Contractor is obliged to provide explanations or submit additional documents within the time limit set by the Ordering Party, which will not be shorter than 1 business day (24 hours). Failure to provide explanations or submit additional documents within the time limit set by the Ordering Party may result in the rejection of the offer of the given Contractor.

5. In the event of any doubts regarding the content of this Request for Proposals, Contractors may submit inquiries to clarify these doubts, to which the Ordering Party is obliged to respond; if the inquiry was received by the middle of the deadline for submitting offers, the Ordering Party shall provide an answer no later than one day before the deadline for submitting offers.
6. The assessment of compliance with the conditions for participation in the procedure will be made on the basis of declarations and documents submitted by the Contractor together with the offer form.

6. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER

- 1. The offer should be prepared in accordance with the template constituting Annex No. 1 to this request for proposals in Polish or English.
- 2. The offer must be signed by the Contractor, the Contractor's representatives listed in the current company registration documents or persons on the Contractor's side authorized to incur obligations on its behalf. The power of attorney should then be attached to the offer.
- 3. The gross price offered in the offer must include all costs and fees related to the implementation of the subject of the order (e.g. transport costs, guarantees, etc.).
- 4. The Ordering Party does not allow partial offers.
- 5. The Contractor shall bear all costs related to the preparation and submission of the offer.
- 6. The offer should be unambiguous, i.e. prepared without any additions, options or variants.
- 7. The Contractor will be bound by the offer for a period of 30 days. The period of validity of the offer begins with the expiry of the deadline for submitting offers.
- 8. The Ordering Party reserves the right to leave without consideration an offer that is inconsistent with the requirements of this invitation, i.e. does not meet formal or substantive requirements.

The offer must be submitted in Polish or English, prepared in electronic form and signed by the Contractor using a qualified electronic signature or a trusted signature or a personal signature (e-ID), or as a scan of a document prepared in paper form and signed by the Contractor. The content of the offer must correspond to the content of this Inquiry.

Offers should be sent to the following address: zamowienia@psych.uw.edu.pl

The offer must be submitted by 10.04.2025, 9:00 AM

7. EVALUATION OF OFFERS

- 1. Only those offers that contain all the elements listed in points 4 and 5 will be evaluated.
- 2. When selecting offers, the Ordering Party will be guided by the following criteria:

Description of the method of awarding points

Evaluation criteria:

	Criterion	Weight
1	Gross order price.	100
	TOTAL	100

1. Gross order price.

This criterion is assigned 100 points.

The number of points for this criterion will be awarded according to the following principle:

The offer with the lowest price will receive 100 points.

Other offers - number of points calculated according to the following formula:

i - number of the offer being examined Ci - number of points for the "PRICE" criterion (of the offer being examined) price of the offer - gross price from the OFFER.

- 3. The Ordering Party requires unit prices to be specified to two decimal places. All calculations should be made in accordance with the rules of arithmetic with results rounded to two decimal places (rounding rule below 5 the ending should be omitted, above and equal to 5 should be rounded up).
- 4. The Ordering Party reserves the right to examine only the offer that takes first place in the ranking established based on the evaluation criteria indicated in this Inquiry.
- 5. If a foreign Contractor has submitted an offer at a net price or with the appropriate VAT rate for it, the Ordering Party, in order to evaluate such an offer, will add the VAT amount (or part thereof) to the net price presented therein, up to the amount applicable to domestic Contractors.
- 6. If the offered price or cost, or their essential components, seem abnormally low in relation to the subject of the order or raise doubts in the Ordering Party as to the possibility of performing the subject of the order in accordance with the requirements specified in the order documents or resulting from separate regulations, the Ordering Party may request explanations from the

Contractor, including the submission of evidence regarding the calculation of its essential components.

- 7. The Commission will select the bidder who obtains the highest number of points.
- 8. The Ordering Party reserves the right to request the bidder to supplement and provide additional explanations regarding the content of the offer.

8. ADDITIONAL INFORMATION

- The Ordering Party reserves the right to negotiate detailed terms of order execution with the best bidders.
- The Ordering Party reserves the right not to select any Contractor.
- The Ordering Party reserves the right to cancel the procedure without giving a reason.

Attachments:

Attachment No. 1 – Offer form.

Attachment No. 2 – Information on the processing of the Contractor's personal data.

OFFER FORM

for the purchase and delivery of a mobile eyetracker module for mounting on a NIRS cap, which does not require a cable connection to an external computer.

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Contractor:						
Contractor's add	lress:					
NIP No.:	NIP No.: REGON No.:					
Contact phone number: e-mail:						
I/We submit this offer:						
Order price	 /Net value/			/Gross value/		

I declare that:

- I/we have read the content of the Inquiry and accept its content in its entirety,
- I/we consider myself/themselves bound by the offer for the period specified in the procedure documentation
- there is no conflict of interest specified in the Public Procurement Law, art. 109, section 1, point 6.
- I/we have no capital or personal ties with the Ordering Party*.

*The capital or personal ties referred to above shall be understood as mutual ties between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the preparation and conduct of the contractor selection procedure, and the contractor, consisting in particular of:

- a) participating in a company as a partner in a civil partnership or a partnership,
- b) holding at least 10% of shares or stocks,
- c) acting as a member of a supervisory or management body, proxy, attorney,
- d) being married, in a relationship of kinship or affinity in a direct line, second-degree kinship or second-degree affinity in a collateral line or in a relationship of adoption, care or guardianship.
- I/we am/are not subject to exclusion from the procedure due to the premises referred to in art. 108 sec. 1 and art. 109 sec. 1 of the Public Procurement Law

- I/we am/are not subject to exclusion from the procedure pursuant to Article 7, paragraph 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for protecting national security (Journal of Laws, item 835).
- I/we meet the conditions for participation in the procedure referred to in point 5, subparagraph 1 of the Inquiry.

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Place and date	Signature of the Contractor

Annex No. 2 - Information on the processing of the Contractor's personal data

Information on personal data processing by the University of Warsaw for representatives, attorneys and officers of companies or other entities cooperating with or contacting the University of Warsaw

1. Data Controller

The personal Data Controller for the personal data processed is the University of Warsaw, 26/28 Krakowskie Przedmieście, 00-927 Warsaw.

You can contact the Controller:

- via mail: Uniwersytet Warszawski, 26/28 Krakowskie Przedmieście, 00-927 Warsaw;
- by phone: 22 55 20 000.

2. Data Protection Officer (DPO)

The Controller has appointed a Data Protection Officer who may be contacted for any matters regarding personal data processing and exercising the rights related to personal data processing via e-mail at: iod@adm.uw.edu.pl.

However, the DPO's duties shall not include other matters, such as providing information in relation to

the performance and handling current matters related to the contract.

3. Purposes and legal basis for the processing of personal data

Your personal data shall be processed for the following purposes:

- executing and/or performing the contract between the University of Warsaw and the entity, with which the particular person is associated or on behalf of which they act, as well as verifying this entity (e.g. client, counterparty or other entity contacting the University of Warsaw) and maintaining ongoing contact with this entity the basis for personal data processing is: **Article 6(1)(b) and (f) of the GDPR**¹;
- conducting activities arising from the provisions of generally applicable law, including, but not limited to those related to complying with obligations arising from tax and accounting laws and provisions regulating proceedings conducted by the authorized entities the basis for personal data processing is: Article 6(1)(c) of the GDPR;
- performing tasks in the public interest the basis for personal data processing is

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119 of 4 May 2016, p. 1 as amended), hereinafter referred to as the "GDPR".

Article 6(1)(e) of the GDPR;

- establishing, enforcing or defending claims in legal or administrative proceedings or other out-of-court proceedings the basis for personal data processing is: Article 6(1)(f) of the GDPR:
- archiving (evidential) purposes consisting in securing information in the case of a need to prove facts or evidence the fulfillment of obligation of the University of Warsaw the basis of personal data processing is: Article 6(1)(f) of the GDPR.

4. Data recipients

Access to personal data will be granted to employees of the Controller, who must process personal data as part of their professional duties.

Personal data may be disclosed to public authorities, institutions or third parties authorized to request access or receive personal data pursuant to the applicable provisions of law.

Entities that the Controller commissioned to perform certain activities under a data processing agreement, entailing the necessity to process personal data, may be data recipients.

5. Personal data processing period

The personal data processing period shall depend on the purpose, for which the data is processed. The personal data retention period shall be calculated based on the following criteria:

- accounting for the period of five years starting from the beginning of the year following the financial year in which the operations, transactions or proceedings related to the executed contract were finally completed, repaid, settled or time-barred;
- tax for the period of five years starting from the end of the calendar year in which the tax liability resulting form the settlement of the executed contract arose;
- within the scope of the University of Warsaw conducting activities arising from the provisions of generally applicable law for the period resulting from these provisions;
- within the scope of pursuing legitimate interests of the University of Warsaw, constituting the basis of such processing for the period necessary to achieve this purpose or until the time an objection is raised against such processing, unless there are legitimate grounds for further data processing by the University of Warsaw;
- within the scope of establishing or enforcing own claims or defending against claims submitted

 until the time any potential claims arising from the contract or other reasons become time-barred.

6. Rights connected with personal data processing

The Controller guarantees the performance of all rights connected with personal data processing following the rules set forth in the GDPR i.e. the right to:

- access the data and receive a copy;
- rectify (correct) your personal data;
- restrict personal data processing;
- erase personal data (subject to Article 17(3) of the GDPR);
- object:
- lodge a complaint with the President of the Personal Data Protection Office
 if you believe that the personal data processing violates the personal data protection laws.

7. Obligation to provide personal data and consequences of failure to provide data

Providing personal data is mandatory. Failure to provide data will prevent achieving the purposes indicated under item 3.

8. Source of personal data

The personal data processed by the University of Warsaw are sourced from the client, counterparty or another entity contacting the University of Warsaw or from publicly available sources. The categories of personal data of persons associated with the companies or other entities (e.g. officer of these entities), including beneficial owners, are identical to the categories derived form publicly available sources or the categories provided by the client or counterparty of the University of Warsaw or by another entity contacting the University of Warsaw.