



Fundusze Europejskie
dla Lubelskiego



Rzeczpospolita
Polska

Dofinansowane przez
Unię Europejską



Lublin, November 20, 2024

**REQUEST FOR PROPOSAL No. 01/CC/FELU
for the supply of computer equipment
in the form of a GPU server for R&D work involving AI model training**

for the implementation of the project:

**"FrameLift AI - an individualized animation upscaling system based on artificial intelligence,
utilizing advanced ESRGAN (Enhanced Super-Resolution Generative Adversarial Networks)"**

co-financed by:

Program: European Funds for Lubelskie 2021-2027

Priority: I Scientific Research and Innovations

Action: 1.3 Research and Innovations in the Enterprise Sector

This procedure is conducted in accordance with the principle of competitiveness described in the Guidelines on the Eligibility of Expenditures for 2021-2027.

I. PURCHASER

COPERNICUS COMPUTING Ltd.

REGON: 341590138

NIP (Tax ID): 9562307599

KRS (National Court Register): 0000525810

Frezerów Street 3

20-209 Lublin, Poland

Contact Person

Michał Organiściak

michal@copernicuscomputing.com

The procedure is conducted in accordance with the "principle of competitiveness" through:

- 1) Posting the inquiry on the website;
- 2) <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>;
- 3) Collecting and evaluating offers;
- 4) Selecting the Contractor;
- 5) Preparing the protocol;
- 6) Informing the Contractor about the results of the inquiry and posting this information on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>.

II. DESCRIPTION OF THE SUBJECT OF THE ORDER

- 1) The subject of the order is the purchase of 1 GPU server with the following or better technical requirements:



4U server with a slide rail kit, capable of operating in maximum performance mode in a 30°C environment, equipped with:

- **2 x processors (CPU)**, each with 32 cores and 64 threads, base frequency 2.7 GHz, minimum all-core turbo frequency 3.85 GHz.
- **8 x NVidia L40S PCIe GPUs**, each with 48 GB of vRAM.
- **1 x NVMe SSD drive** with 3.84 TB capacity or 2 x NVMe SSD drives, each with 1.92 TB capacity.
- **RAM: 24 x 32 GB** each (total 768 GB), DDR5 4800 MHz.
- **Broadcom 57504 network card** with four 10/25 Gb ports, with two 10/25 Gb transceivers.
- **4 x N+1 power supplies** of 2400 W, 230 V or better..
- **2 x1 Gb network** with IPMI and access to GPU and remote video.
- **BIOS settings: best performance, 30°C.**

Other technical requirements for the ordered equipment:

- The server must be brand new, built with new parts.
- The server must be fully equipped, ready for installation in a 19" rack cabinet and immediate use.
- 60-month warranty on parts and labor with 24/7 service support, 4-hour response time, and repair within 48 hours.

III. COMMON PROCUREMENT VOCABULARY (CPV):

- 30211100-2 Supercomputers

IV. DELIVERY DATE AND PLACE OF THE SUBJECT OF THE ORDER

Delivery date of the subject of the order:

- **No later than December 31, 2024.** The order will be executed in one tranche, and an advance invoice and a final invoice will be issued.

Place of delivery of the subject of the order:

- **Data center (Safe Center)** located in the office building at 32A Tomasz Zana Street, 20-601 Lublin (or another location agreed upon by mutual consent).

V. OFFER EVALUATION CRITERIA AND METHOD OF POINT ASSIGNMENT FOR MEETING THE SPECIFIED OFFER EVALUATION CRITERIA

The submitted offers will be evaluated by the Purchaser based on the criteria listed below. All elements will be assessed collectively. The bidder whose offer obtains the highest number of points wins and is declared the "Contractor." Offers admitted to participate in the procedure will be further evaluated according to the following criteria:

5.1 Offer evaluation criteria and their significance:

- a) Net price of the product: 80%
- b) Product delivery date: 20%

5.2 Method of awarding points for meeting a given offer evaluation criterion

- a) Points for the criterion *Net price of the product* will be calculated according to the following formula:

$$(\text{Net price of the cheapest offer} / \text{Net price of the evaluated offer}) \times 80 = \underline{\hspace{2cm}} \text{ points}$$

- b) Points for for the criterion *Product delivery date* will be calculated as follows:

- Offered delivery date of the ordered server by **31.12.2024 = 0 points**
- Offered delivery date of the ordered server by **24.12.2024 = 10 points**
- Offered delivery date of the ordered server by **17.12.2024 = 20 points**

The final result of the above calculation will be rounded to 10 decimal places.

5.3 Description of offer evaluation

The maximum possible score to be awarded is 100 points. The evaluation of the offer consists of the points obtained in accordance with points a) and b). Fulfillment of the above evaluation criteria is based on the information presented in the Offer (completed in accordance with the template constituting Annex No. 1 to this Request for Proposal). A contract will be signed with the Bidder who meets all the criteria and obtains the highest number of points.

VI. METHOD OF PREPARING THE OFFER:

6.1. The offer consists of the following documents and attachments:

- a) Offer Form, completed and signed by the Bidder – on the form constituting Annex No. 1 to this Request for Proposal;
- b) Declaration of no personal or capital ties – on the form constituting Annex No. 2 to this Request for Proposal.

6.2 Preparation of the offer:

- a) The Bidder may submit one offer in electronic form, in Polish or English.
- b) The Offer and attachments require the signature of persons authorized to represent the Bidder.
- c) The Offer should be complete and prepared in accordance with the content of this Request for Proposal.
- d) Corrections in the Offer must be made legibly and signed by the person(s) signing the Offer.
- e) The Purchaser allows for the possibility of submitting offers expressed in a foreign currency. In such a case, the Bidder should indicate in the Offer Form, in addition to the offer amount, the name of that currency. The amount of the offer expressed in a foreign currency will be converted into PLN using the average NBP (National Bank of Poland) exchange rate on the day of offer selection.

VII. DEADLINE FOR SUBMISSION OF OFFERS

- 8 calendar days (7+1), i.e., **until November 28, 2024, at 23:59.**

VIII. PLACE AND METHOD OF SUBMITTING OFFERS

- a) The offer should be submitted in electronic form in response to this inquiry directly through the Competitiveness Database system (BK2021) – available at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>
- b) All questions regarding this inquiry should be asked directly through the aforementioned Competitiveness Database system (BK2021).



IX. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

- 1) Bidders seeking to obtain the service contract must meet the following criteria:
 - a) They are not personally or financially related to the Purchaser.

Personal or financial ties are understood as mutual relationships between the Beneficiary, or persons authorized to incur obligations on behalf of the Beneficiary, or persons performing actions related to the preparation and conduct of the contractor selection procedure on behalf of the Beneficiary, and the contractor, involving in particular:

 - Participation in a company as a partner in a civil or personal partnership;
 - Ownership of at least 10% of shares or stock;
 - Acting as a member of a supervisory or management board, proxy, or attorney;
 - Being in a marital relationship, a direct kinship or affinity relationship, a second-degree kinship or affinity relationship in the collateral line, or in an adoption, guardianship, or custodial relationship.
 - b) They are not in an economic or financial situation that raises doubts about their ability to properly perform the contract; no bankruptcy proceedings have been initiated against them, nor has bankruptcy been declared; they do not have overdue taxes, fees, or contributions to social or health insurance.
 - c) They possess the appropriate qualifications and experience, as specified, or have adequate human resources capable of performing the contract.
 - d) They accept the GDPR clause specified in section XII.
 - e) They do not have any legal or factual relationship with the Purchaser.
 - f) They have not been convicted by a final judgment for an offense committed in connection with the procurement procedure, bribery, an offense against economic turnover, or any other offense committed to gain financial benefits.
- 2) The condition specified in point 1(c) will be verified by the Purchaser based on the declaration in Annex No. 1 of the request for proposal, which confirms that the Bidder has read and meets the conditions specified in point IX 1(c).
- 3) Bidders will be eligible to participate in the procedure if they demonstrate that they have been conducting business activities for at least 3 years. (In the case of Polish entities, an up-to-date excerpt from the National Court Register (KRS) or a certificate of entry in the Central Register and Information on Economic Activity (CEIDG) must be attached to the offer form. In the case of foreign entities, documents confirming registration and the conduct of business activities in the country where the Bidder is headquartered, such as an excerpt from the relevant commercial or business register, must be provided.) Failure to meet the above condition will result in the exclusion of the Bidder from the procedure.
- 4) Offer validity period: 45 days from the deadline for submitting offers.

X. CONDITIONS FOR AMENDING THE CONTRACT

The Purchaser reserves the right to amend the contract concluded with the Bidder selected during the procedure in the event of the occurrence of at least one of the circumstances listed below, taking into account the conditions for their introduction:

- 1) The deadline or scope of the order may be modified in the following cases:
 - a) In the event of circumstances beyond the Contractor's control, upon their justified request, provided that the change results from circumstances that the Bidder could not have foreseen at the time of submitting the offer and that are not attributable to the Bidder;
 - b) The occurrence of circumstances dependent on the Purchaser that could potentially negatively impact the completion date and correctness of the Project's implementation;



- c) Delays by the Purchaser in the final acceptance process;
 - d) The need to introduce changes to the subject of the contract as a result of circumstances that the Purchaser could not objectively foresee at the time of concluding the contract, such as new and previously unknown findings and results of R&D work, extending the time necessary to implement these changes.
 - e) The need to introduce changes to the Project's timeline and individual stages due to circumstances that the Purchaser could not objectively foresee at the time of concluding the contract.
- 2) The Contractor's remuneration specified in the contract may only be adjusted in the case of a change to the applicable VAT rate. If the VAT rate change results in increased costs of performing the contract for the Contractor, the Purchaser allows for the possibility of increasing the remuneration by an amount equal to the difference in the tax amount paid by the Contractor.
- 3) The Purchaser also reserves the right to amend the contract in the following cases:
- a) A change in the law affecting the subject and conditions of the contract, or a change in the legal or factual situation of the Contractor and/or Purchaser that results in the inability to perform the subject of the contract.
 - b) The emergence of extraordinary circumstances constituting "force majeure" that make the performance of the contract impossible or pose the threat of significant loss, which were unforeseen by the Parties at the time of concluding the contract. "Force majeure" is understood as extraordinary, unforeseeable events and circumstances beyond the control of either Party.
 - c) The emergence of extraordinary circumstances not constituting "force majeure," posing the threat of significant loss, which were unforeseen by the Parties at the time of concluding the contract.
 - d) If a decision is received from the Managing Institution of the implemented project that includes changes to the scope of tasks, deadlines, or additional provisions to which the Purchaser becomes obligated.
 - e) Conditions for Amendments::
 - 1. Initiation of amendments: At the request of the Purchaser and/or the Contractor.
 - 2. Justification for amendments: Proper implementation of the subject of the contract, cost reduction, ensuring optimal technical and quality parameters.
 - 3. Form of amendments: An annex to the contract with the Contractor in written form, under penalty of nullity.
 - 4. The Purchaser reserves the right to award supplementary contracts to the Contractor in accordance with the scope and value provided by law.
- 4) The Purchaser reserves the possibility of awarding the Contractor supplementary contracts in accordance with the scope and value provided for by law.

XI. CONTRACTUAL PENALTIES

- 1) For non-performance or improper performance of the contract, the Purchaser shall have the right to claim a contractual penalty in the amount of 33% of the order value. The reservation of a contractual penalty does not exclude the possibility of claiming compensation for damages exceeding the reserved penalty, based on general provisions.
- 2) In the event of a delay in the execution of the contract, the Purchaser is entitled to impose a contractual penalty in the amount of:
 - 4,000 PLN (in words: four thousand PLN) for each business day of delay compared to the delivery date declared in the offer for the ordered server.



- 100,000 PLN (in words: one hundred thousand PLN) additionally, in the event of exceeding the deadline of December 31, 2024.

XII. INFORMATION CLAUSE PURSUANT TO ARTICLE 13 OF GDPR

Pursuant to Article 13(1) and (2) of 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 EU L 119 of 04.05.2016, p. 1), hereinafter referred to as "GDPR," we inform you that:

- 1) The administrator of your personal data is: COPERNICUS COMPUTING Sp. z o.o.
Your personal data will be processed on the basis of Article 6(1)(c) of GDPR for purposes related to the public procurement procedure for the implementation of the project.
- 2) The recipients of your personal data will be persons or entities granted access to the procurement documentation in accordance with applicable law.
- 3) Your personal data will be stored in compliance with applicable legal regulations for the duration of the project's implementation and its sustainability period, and for up to two years from December 31 following the submission of the expenditure statement to the European Commission, as referred to in Article 137 of the General Regulation, which includes expenditures disclosed in the payment request referred to in § 5(27), or until the completion of the last obligation arising from § 8, whichever date is later.
- 4) The provision of your personal data is mandatory to participate in the contractor selection procedure of this request for proposal.
- 5) No decisions regarding your personal data will be made in an automated manner pursuant to Article 22 of GDPR.
- 6) You have the right to:
 - a) Access your personal data pursuant to Article 15 of GDPR.
 - b) Rectify your personal data pursuant to Article 16 of GDPR.
 - c) Request the restriction of the processing of your personal data pursuant to Article 18 of GDPR, except in cases mentioned in Article 18(2) of GDPR.
 - d) Lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates GDPR provisions.
- 7) You do not have the right to:
 - a) Delete your personal data pursuant to Article 17(3)(b), (d), or (e) of GDPR.
 - b) Transfer your personal data pursuant to Article 20 of GDPR.
 - c) Object to the processing of your personal data pursuant to Article 21 of GDPR, as the legal basis for processing your personal data is Article 6(1)(c) of GDPR.

XIII. SOCIAL CLAUSES

The Purchaser unconditionally adheres to the "Policy of Equal Opportunities and Non-Discrimination." In practice, this means that:

- 1) Tasks carried out under this request for proposal will be implemented in a non-discriminatory manner with respect to gender, race, ethnic origin, religion or belief, disability, age, sexual orientation, nationality, economic status, place of residence, marital status, etc.
- 2) The Purchaser ensures equal treatment for both genders for work of equal value.
- 3) The procedure for selecting the Contractor will be conducted without discrimination based on origin, race, religion, sexual orientation, belief, age, or disability.
- 4) The Purchaser guarantees that persons with disabilities are treated equally to persons without



disabilities.

XIV. FINAL PROVISIONS

- 1) The Purchaser reserves the right to cancel the procedure in the event of unforeseen legal, economic, or technical circumstances, or the occurrence of force majeure for which neither party is responsible, particularly in the following cases:
 - a) The Purchaser may also reject an offer if the price proposed by the Bidder is grossly low. A price is deemed grossly low, in particular, if it is more than 20% lower than the arithmetic mean of the prices of all submitted offers.
 - b) If the procedure is burdened with an irremediable defect that makes it impossible to conclude a valid and binding contract regarding the order.
- 2) The Purchaser does not reimburse Bidders for the costs of preparing offers or any other costs associated with participation in the procedure.
- 3) The Purchaser does not allow for the submission of partial offers.
- 4) The Purchaser will notify the Bidder whose offer is deemed the most advantageous of the selection of their offer. Subsequently, the contract, consistent with the template constituting Annex No. 3 to this inquiry and supplemented with the Bidder's data and the offer amount, will be sent to their email address. The Bidder must return the signed contract (in the form of a scanned copy) by email to the Purchaser's address no later than 23:59 on November 29, 2024.
- 5) The Purchaser reserves the right to cancel this request for proposals without providing a reason.

XV. ATTACHMENTS

- 1) Annex No. 1 - Offer Form
- 2) Annex No. 2 - Declaration of No Personal or Capital Ties
- 3) Annex No. 3 - Delivery Contract Template