

Lublin, dnia 22.11.2024r.

***REQUEST FOR PROPOSAL No. 02/CC/FELU
for the supply of rendering engine licenses for V-Ray***

as part of the implementation of the project:

***„FrameLift AI - An individualized system for enhancing animation resolution
based on artificial intelligence, utilizing advanced Enhanced Super-Resolution Generative
Adversarial Networks (ESRGAN)”***

co-financed by:

Program: European Funds for Lubelskie 2021-2027

Priority: I Research and Innovation

Action: 1.3 Research and Innovation 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. CONTRACTING AUTHORITY

COPERNICUS COMPUTING Sp. z o.o.

REGON: 341590138

NIP: 9562307599

KRS: 0000525810

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20-209 Lublin

Contact person:

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

- 1) Publishing the request for proposal on the website:
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>;
- 2) Collecting and evaluating offers;
- 3) Selecting the Contractor;
- 4) Preparing a protocol;
- 5) Informing the Contractor about the results of the procedure and publishing this information
on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>

II. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

- 1) The subject of the contract is the purchase of 10,000,000 core-hours of V-Ray rendering engine licenses.
- 2) Required qualifications and experience:
The bidder must be authorized to sell licenses for the use of the V-Ray CPU rendering engine for render farms, as an authorized dealer, which must be confirmed in the bid form (Annex No. 3).



III. COMMON PROCUREMENT VOCABULARY (CPV):

48218000-9 License management software packages

IV. DELIVERY DEADLINE AND LOCATION OF THE CONTRACT SUBJECT

Delivery deadline:

- **The subject of the contract must be delivered no later than 31 December 2024 by 12:00 CET.**

Delivery location:

- **Delivery of the license shall be made online to the email address of the Contracting Authority.**

V. EVALUATION CRITERIA AND SCORING METHOD FOR OFFER ASSESSMENT

The submitted offers will be evaluated by the Contracting Authority based on the criteria listed below. All elements will be evaluated collectively. The bidder whose offer obtains the highest number of points will win and be announced as the "Contractor." Offers admitted to the procedure will undergo further evaluation in accordance with the following criteria:

5.1 Offer evaluation criteria and their weight:

- a) Net price for the execution of the contract: 100%

5.2 Scoring method for the criteria evaluation

- a) Points for the **Net price for the execution of the contract** criterion will be calculated using the following formula:

Net price of the lowest offer / Net price of the evaluated offer x 100 = _____ points

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

5.3 Offer evaluation description

The maximum possible score is **100 points**. The offer evaluation consists of the score obtained in accordance with point **a)**. Fulfillment of the aforementioned evaluation criteria is determined based on the information provided in the offer (completed in accordance with the template in Annex No. 1 to this Request for Proposal). A contract will be signed with the bidder who meets all criteria and obtains the highest number of points.

VI. METHOD OF PREPARING THE OFFER:

6.1. The offer must include the following documents and attachments:

- a) A completed and signed offer form – based on the template provided in Annex No. 1 to this Request for Proposal;
- b) A declaration of no personal or financial ties – based on the template provided in Annex No. 2 to this Request for Proposal;
- c) Appendix nr 3 No. 3: A declaration of authorization to sell licenses for rendering farms

6.2 Preparation of the offer:

- a) The bidder may submit only one offer electronically, in Polish or English.
- b) The offer and its attachments must be signed by persons authorized to represent the bidder. For electronically submitted offers, scanned copies of signed documents are required.
- c) The offer must be complete and prepared in accordance with the content of this Request for Proposal.



- d) Any corrections in the offer must be legible and signed by the person(s) signing the offer.
- e) The Contracting Authority allows offers submitted in foreign currencies. In such cases, the bidder must indicate the currency name alongside the offer amount in the offer form. For conversion into PLN, the National Bank of Poland's (NBP) average exchange rate on the day of offer selection will be used.

VII. OFFER SUBMISSION DEADLINE:

- **Offers must be submitted no later than 05 December 2024, by 23:59 CET.**

VIII. PLACE AND METHOD OF SUBMITTING THE OFFER:

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

IX. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

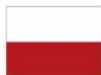
- 1) Bidders seeking to obtain the service contract must meet the following criteria:
 - a) they are not personally or financially related to the Contracting Authority, Personal or financial ties are understood as mutual relationships between the Beneficiary, or persons authorized to incur obligations 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 point XII;
 - e) They do not have any legal or factual relationship with the Contracting Authority
 - 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 benefit;
- 2) The condition specified in point 1(c) will be verified by the Contracting Authority based on the declaration in Appendix 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) Offer validity period: 45 days from the deadline for submitting offers.



X. CONDITIONS FOR CONTRACT AMENDMENT

The Contracting Authority reserves the right to amend the agreement concluded with the selected bidder in the course of the procedure in the event of the occurrence of at least one of the circumstances listed below, taking into account the conditions under which such changes are introduced:

- 1) The deadline or scope of contract performance may be modified in the following situations:
 - a) In the event of circumstances beyond the Contractor's control, upon the Contractor's justified request, provided that the modification arises from conditions that the bidder could not foresee at the time of submitting the offer and are not attributable to them;
 - b) In the event of circumstances dependent on the Contracting Authority that could potentially negatively impact the completion deadline and proper implementation of the Project;
 - c) Delays by the Contracting Authority in final acceptance;
 - d) The necessity to introduce changes to the subject of the contract due to circumstances that the Contracting Authority could not objectively foresee at the time of concluding the agreement, including, for example, new and previously unknown results of R&D work, with the time required for implementing such changes;
 - e) The necessity to introduce changes in the Project timeline or its individual stages due to circumstances that the Contracting Authority could not objectively foresee at the time of concluding the agreement.
- 2) The Contractor's remuneration specified in the agreement may be modified only in the event of a change in the applicable VAT rate. If the VAT rate change results in an increase in the cost of contract performance on the part of the Contractor, the Contracting Authority allows the possibility of increasing the remuneration by an amount equal to the difference in the tax amount paid by the Contractor.
- 3) The Contracting Authority also reserves the right to amend the agreement in the following cases:
 - a) A change in legal regulations affecting the subject and conditions of the agreement, or a change in the legal or factual situation of the Contractor and/or the Contracting Authority, resulting in the impossibility of performing the contract;
 - b) The occurrence of extraordinary circumstances constituting "force majeure," making it impossible to perform the contract or threatening significant losses, which the Parties could not have foreseen at the time of concluding the agreement. Force majeure refers to extraordinary, unforeseeable events and circumstances beyond the control of either Party.
 - c) The occurrence of extraordinary circumstances not constituting "force majeure," threatening significant losses, which the Parties could not have foreseen at the time of concluding the agreement;
 - d) In the event of receiving a decision from the Managing Institution of the implemented project introducing changes to the scope of tasks, deadlines, or additional provisions binding upon the Contracting Authority.
 - e) Conditions for amendments:
 1. Initiation of amendments: At the request of the Contracting Authority and/or the Contractor.
 2. Justification for amendments: Proper implementation of the contract subject, cost reduction, ensuring optimal technical and quality parameters.
 3. Form of amendments: Appendix to the agreement with the Contractor in written form under pain of nullity.



XI. CONTRACTUAL PENALTIES

- 1) For non-performance or improper performance of the agreement, the Contracting Authority shall be entitled to claim a contractual penalty of 10% of the contract value. The reservation of a contractual penalty does not exclude the possibility of seeking compensation for damages exceeding the stipulated penalty under general regulations.
- 2) In the event of delays in contract performance for exceeding the deadline for license delivery:
 - The Contracting Authority is entitled to impose a contractual penalty of 100,000 PLN in the event of failure to deliver the server license by 31 December 2024 at 12:00 CET.
 - For each day of delay:
The Ordering Party is entitled to impose an additional contractual penalty of 0.1% of the order value for each day of delay, calculated from January 1, 2025.

XII. INFORMATION CLAUSE UNDER ARTICLE 13 OF THE 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 controller of your personal data is COPERNICUS COMPUTING Sp. z o.o. Your personal data will be processed pursuant to Article 6(1)(c) GDPR for purposes related to the public procurement procedure for the implementation of the project;
- 2) Recipients of your personal data will include individuals or entities granted access to the procedure documentation in accordance with applicable law;
- 3) Your personal data will be stored in compliance with applicable laws for the duration of the project and its sustainability period, as well as up to two years after 31 December of the year following the submission of the expenditure statement to the European Commission referred to in Article 137 of the General Regulation, including expenditures listed in the payment request referred to in §5(27), or until the last obligation under §8 has been fulfilled, whichever occurs later;
- 4) Providing your personal data is a requirement for participation in the contractor selection procedure for this request for proposal.
- 5) Decisions concerning your personal data will not be made in an automated manner, in accordance with Article 22 GDPR;
- 6) You have the right to:
 - a) Access your personal data under Article 15 GDPR.
 - b) Rectify your personal data under Article 16 GDPR.
 - c) Request restriction of processing your personal data under Article 18 GDPR, subject to the exceptions outlined in Article 18(2) GDPR.
 - d) File a complaint with the President of the Office for Personal Data Protection if you believe the processing of your personal data violates the GDPR;
- 7) You do not have the right to:
 - a) Delete your personal data pursuant to Article 17(3)(b), (d), or (e) GDPR.
 - b) Data portability as referred to in Article 20 GDPR.
 - c) Object to the processing of your personal data pursuant to Article 21 GDPR, as the legal basis for processing your personal data is Article 6(1)(c) GDPR.

XIII. SOCIAL CLAUSES

The Contracting Authority unconditionally adheres to the "Policy of Equal Opportunities and Non-Discrimination."



In practice, this means that:

- 1) Tasks implemented as part of this Request for Proposal will be carried out without discrimination based on gender, race, ethnic origin, religion or belief, disability, age, sexual orientation, nationality, economic status, place of residence, marital status, etc;
- 2) The Contracting Authority ensures equal treatment for both genders for work of the same value.
- 3) The procedure for selecting the Contractor will be conducted without discrimination, regardless of origin, race, religion, sexual orientation, belief, age, or disability.
- 4) The Contracting Authority guarantees equal treatment of persons with disabilities in relation to able-bodied persons.

XIV. FINAL PROVISIONS

- 1) The Contracting Authority 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 Contracting Authority may reject an offer if the price proposed by the bidder is unreasonably low. A price is considered unreasonably low if it is more than 20% below the arithmetic mean of all submitted offers,
 - b) The procedure is burdened by an irreparable defect that prevents the conclusion of a valid agreement for the procurement..
- 2) The Contracting Authority will not reimburse bidders for the costs of preparing offers or any other costs related to participation in the procedure.
- 3) The Contracting Authority does not allow the submission of partial offers.
- 4) After selecting the most advantageous offer, a supply agreement for the ordered equipment will be signed with the chosen Contractor.
- 5) The Contracting Authority will inform the bidder whose offer is deemed the most advantageous about the location and date of signing the agreement, which will be planned no earlier than the day the information about the selection of the most advantageous offer is communicated.
- 6) The person representing the Contractor must have a valid authorization to sign the agreement, if such authorization is required or does not result from other documents attached to the offer.
- 7) The Contracting Authority reserves the right to cancel this Request for Proposal without providing a reason.

XV. APPENDICES

- 1) Appendix No. 1 – Offer Form
- 2) Appendix No. 2 – Declaration of No Personal or Financial Ties
- 3) Appendix No. 3 – Declaration of Authorization to Sell Licenses for Rendering Farms