



*Case no. 01/4/2019/ŻK*

## OPEN TENDER ANNOUNCEMENT

The subject matter of the contract:

**Project and implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 in Tel Aviv**

Warsaw, January 3<sup>rd</sup> 2019

**1) Title (company) and the address of Contracting Authority;**

Polish Tourism Organisation

- a business unit undertaking a procedure in order to grant a public contract:

- 1) Contracting Authority's address: Chałubińskiego 8 street, 00-613 Warsaw
- 2) Fax: +48 22 536 70 04
- 3) Website: [www.pot.gov.pl](http://www.pot.gov.pl)
- 4) E-mail: [pot@pot.gov.pl](mailto:pot@pot.gov.pl)
- 5) Contracting Authority's representative: Emilia Ścieranka – phone +48(22) 536 70 75.

**2) The method for granting the contract;**

- 1) The procedure is carried out in accordance with the by-laws of Polish Tourism Organisation, in line with the policies specified in this document.
- 2) Contracting Authority shall inform Contractors that the procedure is carried out as an open tender, that is, every Contractor can submit an offer. Additionally:
  - a. Public Procurement Law Act of January 29, 2004 (Journal of Laws from 2018, item 1896,) is not applicable to the procedure;
  - b. the notice on the selection of an offer does not mean that the offer has been accepted;
  - c. Contracting authority reserves the right to:
    - cancel the procedure, invalidate its part or procedure in its entirety at any time,
    - close the procedure without selecting any offers,
    - change the dates set out in the Announcement,
    - request any detailed information and clarification from Contractors at any point during the procedure;
  - d. in case of Contracting Authority exercising any of the rights mentioned in point c, Contractors shall have no right to make any claims regarding their participation in the procedure.

**3) The subject matter of the contract;**

The subject matter of the contract is **project and implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 in Tel Aviv.**

A detailed description of the subject matter of the contract constitutes Appendix no. 1 of this Announcement.

**4) Contract completion period.**

From the date of signing the contract until - 13th February 2019.

**5) Conditions for participation in the procedure.**

Parties eligible for the procedure:

- 1) Should be authorised to carry out all specified activities.
  - 2) Possess the knowledge and experience necessary, along with the technical capacity.
- The Contracting Authority will consider that the above condition fulfilled, if the Contractor shows that in the last 2 years before the deadline for submission of tenders, and if the period of business is shorter - during this period, he duly organized on the local Israeli market at least 2 arrangements of marketing and

advertising projects. As an arrangement of marketing and advertising projects, the Contracting Authority understands, for the purpose of evaluating the fulfillment of the condition of participation in the proceedings, arranging the events, exhibition stands, etc.

- 3) Make an offer during the period designated for proposals. An offer should be made using offer Form (a template can be found in Appendix no. 2). Along with the offer, a declaration confirming that Contractor meets the conditions for the participation in the procedure (template can be found in Appendix no. 3) and preliminary project of stand should be attached.
- 4) Contractor should provide an offer price represented in gross NIS with any VAT amounts due, and, in case of an offer made by a natural person not conducting a business activity, the offer price will act as a Contractor's remuneration. Provided offer price should include all expenses associated with mandatory contract, as well as costs charged by the Social Insurance Institution.
- 5) Are in a financial and economic situation which allows for a correct and timely completion of the subject matter of the contract.

#### 6) Period designated for submitting offers.

- 1) Offer has to be made not later than **09.01.2019 at 12:00**. Offers received by Contracting Authority after this period will not be taken into account. Offers can be made in writing to: Polish Tourism Organisation, Chałubińskiego 8 street, 00-613 Warsaw, and in electronic form to the following email address: [zaneta.kot@pot.gov.pl](mailto:zaneta.kot@pot.gov.pl)
- 2) Offer should be made in Polish or English.
- 3) Contractor's offer should constitute of the offer Form (Appendix no. 2) and Contractor's declaration (Appendix no. 3) and preliminary project of the stand.
- 4) Contracting Authority can ask a Contractor for a clarification or supplementation of the content of a proposal. Contractor's offer, who does not respond to such request or responds inadequately, will not be taken into consideration.

#### 7) Offer selection criteria.

The evaluation of offers will be conducted using the criteria below:

| No. | Description of the criteria | Weight |
|-----|-----------------------------|--------|
| 1   | Price                       | 80%    |
| 2   | Project of the stand        | 20%    |

- 1) "Price" criterium (P) - weight 80%. The points for the "Price" criterium will be calculated as follows:

$$P = P_{\min}/P_o \times 80 \text{ pts}$$

where:

**P** - the amount of points given for the "Price" criterium,

**P<sub>min</sub>** - the lowest priced offer from all of the valid and unrejectable offers,

**P<sub>o</sub>** - the price of the currently evaluated offer,

- 2) "Project of the stand" criterium - weight 20%. The points for the "Project of the stand" criterium will be calculated as follows:

- a. 5% - comfort and roominess 0-5 pts
- b. 5% - functionality 0-5 pts
- c. 5% - modernity 0-5 pts
- d. 5% - cohesion of the project to description of needs 0-5 pts

Points in the above criterium will be awarded based on the submitted project of stand. In each sub-criterium, a maximum of 5 points can be obtained. The projects will be assessed by a team responsible for the implementation of the contract on the part of the Contracting Authority.

**8) Description detailing how offers shall be made.**

- 1) Any Contractor is allowed to make only one offer. If a Contractor makes more than one offer he will be rejected.
- 2) A Contractor will be bound by an offer for 30 days.
- 3) This period starts with the expiry of the period designated for submitting offers.
- 4) Individual or individuals signing the offer have to be authorised to contract an obligation for the amount corresponding to the offer price in accordance with the entry in the appropriate record.
- 5) The offer should contain the following information:
  - The total price for completing the order
  - Project of the stand

**9) Attachments:**

- 1) Description of the subject matter of the contract
- 2) Offer form
- 3) Declaration confirming meeting the conditions for the participation in the procedure.
- 4) Essential provisions of the contract.
- 5) List of services.

**Appendix No 1 - Description of the subject matter of the Contract**

Polish Tourism Organisation (PTO) announces request for proposal, subject of which is implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 (Tel Aviv, 12-13.02.2019).

A description of needs:

|                                   |   |
|-----------------------------------|---|
| Size of the Polish national stand | 80m <sup>2</sup>  |
| Type of the stand                 | Isle, spatial booth, open from 4 sides  |
| Colours                           | Compliant with the assumptions of the new stand project selected by PTO in 2018.  |
| Graphics                          | Name of the stand (Poland) in Hebrew language, POT logo, website address <a href="http://www.polin.travel">www.polin.travel</a> , co-exhibitors' logo, elements of PTO's official visual identification, pictures on the walls of the stand. All graphics will be delivered by the contracting authority and produced by the economic operator. |
| The header                        | The header will be made of a metal frame and will contain graphics in the form of the tourist logo of Poland, front and sides on plexiglass. The header will be made from the ceiling of the room. Frame covered with graphics on both sides (internal and external part of the stand).<br>The header mounted to the ceiling of the hall.       |
| Furnitures                        | 2 sofas, a small table<br>Max 19 bar stools<br>6 coffee tables + 24 chairs  |
| The storage room                  | The storage room will be located in the center of the goth. Approx. size is 20sqm.<br><br>The storage room will have a door and shelves.<br><br>A small fridge, coffee maker with a supply of 200 capsules.   |
| The meeting area                  | VIP Area - An intimate meeting place with 2 sofas and a small table<br><br>The remaining space of the stand: tables with chairs (quantity adapted to the surface)   |
| Counters                          | Max 19 reception counters will be places on the contour of the booth.<br><br>Each counter will be branded with company logo and elements of PTO's official visual identification and a side logo placed on a thin   |

|                        |   |
|------------------------|---|
|                        | <p>metal leg on the boom.</p> <p>Each counter will also have 2 side pockets for brochures.</p>  |
| Lighting & electricity | LED light fixtures hanged from the top of the booth   |
| Carpeting and flooring | Light gray carpet covering the entire surface of the stand.   |
| Multimedia             | 42" screen mounted in the storage room's wall.  |
| Logistics & Permits    | <p>Transportation, insallation and dismantle</p> <p>A construction engineer's approval</p> <p>Technical support during the exhibition within a 30 min call.</p> |

**Appendix no. 2**

**Contracting Authority:**  
**Polish Tourism Organisation**  
**Chałubińskiego 8 street**  
**00 - 613 Warsaw**

**OFFER**

Title and address of the entity making an offer

.....  
 VAT Identification Number (NIP)..... Business Registration Number (REGON).....

Address for correspondence:

.....  
 Person authorised to contact Contracting Authority: .....

Phone number: (\*\*) ..... Fax number: (\*\*) .....

E-mail .....

Regarding the Announcement of the open tender for **project and implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 in Tel Aviv, no. 01/4/2019/ŻK**, in compliance with the requirements specified in the Announcement, we would like to offer our service for the lump sum of:

**PRICE:** ..... **NIS gross,**

in words .....NIS gross.

1. We hereby declare that we became acquainted with the conditions specified by Contracting Authority in the Announcement with no further objections. Additionally, we received all necessary information in order to prepare an offer and carry out the subject matter of the contract and we accept the essential provisions of the contract and the subject matter delivery period specified by Contracting Authority.
2. In the case of us receiving the contract, we are committed to enter into the contract in the place and on the date specified by Contracting Authority.
3. To this offer we attach following documents:
  - the declaration regarding meeting the conditions for the participation in the procedure.
  - Preliminary graphic project of the stand

..... on .....

.....

(signature of the authorised Contractor's representative)

### Appendix No 3

**Contracting Authority:  
Polish Tourism Organisation  
Chałubińskiego 8 street  
00 - 613 Warsaw**

#### **CONTRACTOR'S DECLARATION**

Acting on behalf of the Contractor (Contractor's information)

Title: \_\_\_\_\_

Address of the headquarters: \_\_\_\_\_

Making an offer in the procedure of granting a public contract for **project and implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 in Tel Aviv, no. 01/4/2019/ŻK**, I/we declare that:

1. I/we are authorised to carry out activities associated with the subject matter of the contract, should legislation impose a necessity for us to be authorised in any way,
2. I/we possess the knowledge and experience necessary, along with the technical capacity to complete the contract,
3. I/we are in a financial and economic situation which allows for a correct and timely completion of the contract.

..... on .....

.....  
(signature of the authorised Contractor's representative)



## Appendix No 4

### Provisions of the Contract

Signed on ..... in Warsaw, concluded by and between:

#### **Polish Tourism Organisation**

00-613 Warsaw, Chałubińskiego 8

Represented by:

Teresa Buczak – acting director of Strategy and Marketing Department

Halina Trojanowską – Chief Accountant

to be referred to as the “**PTO**” hereafter;

and

.....

Represented by:

.....

to be referred to as the „**Contractor**” hereafter;

The Contract is concluded on the basis of Appendix 2 to the Regulation No. 23/16 of the President of the Polish Tourism Organization of 28 July 2016 which refers to Regulations for awarding public orders by the Polish Tourist Organization, in accordance to Article. 4 of the Act of January 29, 2004 - Public Procurement Law.

#### § 1

The subject of the contact is project and implementation of the Polish stand (80 m<sup>2</sup>) performed at International Mediterranean Tourism Market IMTM 2019, which will take place in Tel Aviv during the period 12– 13.02.2019 r.

#### § 2

1. Under this contact The Contractor is obliged to:
  - a. Prepare architectural and graphic design of the stand,
  - b. transport of stand elements to the fairgrounds,
  - c. installation of the stand at the fair grounds and the dismantling,
  - d. technical supervision during the fair.
  - e. Technical support during the exhibition.

2. The detailed scope of services that The Contractor is obliged to fulfill is provided in Appendix 1 hereto.
3. The detailed design of the Polish national stand is provided in Appendix 2 hereto.
4. The Contractor is obliged to implement the subject of the contract in accordance with the architectural and graphic design in accordance with the project approved by the PTO.
5. The Contractor is obliged to implement detailed technical drawings of the stand to be sent to approval by the fair organizers (if required) and to obtain all required permissions from the fair trade organizer.
6. The Contractor is obliged to perform the subject of the contract without infringing the rights of third parties.
7. The Contractor is obliged to fulfill all organizers' regulations during the installation and dismantling of the stand.

### § 3

1. Acceptance of the implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 will be carry out on 11/02/2019, by signing the protocol by both Parties.
2. The Contractor is responsible for the implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 within the deadline given in this contact.
3. The total price of this contract amounts to price of ..... gross (in words: .....), which amounts to price of PLN ..... according to the official exchange rate calculated on the day of signing the contract (Narodowy Bank Polski exchange rate – Table of .....).
4. The above mentioned price is total and maximum price for implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 .
5. The total price of this contract will be paid after signing by the Parties the protocol that confirms the correct implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019.
6. PTO is entitled to renounce this contract if the implementation of the Polish national stand performed at International Mediterranean Tourism Market IMTM 2019 is incompatible with appendix 1 and appendix 2 to this contract – without setting an additional time limit. PTO does not cover the costs incurred by the Contractor so far.
7. If Contractor fails to perform the services specified in the contract, PTO shall have the right to demand from Contractor a contractual penalty in the amount of up to 30% of the total costs of this contract.
8. In case when the damage incurred by the PTO exceeds the amount of the contractual penalty, PTO may claim supplementary compensation to redress the damage suffered, in accordance with the general principles.
9. If any defects that can be removed are found, PTO may demand immediate removal of defects.
10. If any defects that can not be removed are found PTO may reduce the total price of this contract or renounce the contract.

### § 4

1. The Contractor undertakes full responsibility for any acts and omissions of persons responsible for implementation of the subject of the contract.

2. Disputes, if any, arising as a result of performance of this contract or related hereto shall be recognized by a court having jurisdiction over PTO's seat. The governing law shall be the law of Poland.
3. The contract shall be governed in accordance with the laws of Poland.
4. The contract may be amended only in writing under the pain of invalidity.
5. The contract is signed in two identical copies, one copy for each Party.

(CONTRACTING AUTHORITY)

(CONTRACTOR)

**Appendix No 5****LIST OF SERVICES**

| No.  | The name and the address of the entity making an offer | The date of the performance of services<br>(dd/mm/yyyy - dd/mm/yyyy) | Subject matter - the name and a short description of the service | Gross value of the service in NIS | Type of the experience (own, subcontractor's, another entity's) |
|--|--|--|--|-----------------------------------|---|
| The Contractor shows that in the last 2 years before the deadline for submission of tenders, and if the period of business is shorter - during this period, he duly organized on the local Israeli market at least 2 arrangements of marketing and advertising projects. As an arrangement of marketing and advertising projects, the Contracting Authority understands, for the purpose of evaluating the fulfillment of the condition of participation in the proceedings, arranging the events, exhibition stands, etc. |  |  |  |                                   |   |
| 1.   |  |  |  |                                   |   |
| 2  |  |  |  |                                   |   |
| 3  |  |  |  |                                   |   |

.....

(the signature of the authorised Contractor's representative)