

INQUIRY FOR PURCHASE OF SERVICES:

Organization and equipment of the stand at the "AIMEX" trade fair (2019) in Sydney (Australia) along with accompanying services

under the Projekt:

Expansion of export of the SIL TRADE company, manufacturer of innovative mining ropes on selected markets in the "Program of promotion of the machine and equipment industry".

Tendering Party:

**SIL-TRADE Beata Polaczek
ul. Kościuszki 150, 40-524 Katowice, Poland
EU-VAT: PL6342332961**

**PROJECT CO-FINANCED BY THE EUROPEAN UNION
FROM THE EUROPEAN REGIONAL DEVELOPMENT FUND**

Intelligent Development Operational Program

Priority Axis 3 Innovation support in enterprises

Measure 3.3 Support for the promotion and internationalization of innovative enterprises

Sub-measure 3.3.3 SME support in the promotion of product brands - Go to Brand

(Application/Contract Nr POIR.03.03.03-24-0031/17)

Katowice, 27 March 2019

I. Tendering Party:

SIL-TRADE Beata Polaczek
ul. Kościuszki 150, 40-524 **Katowice, Poland**
EU-VAT: PL6342332961 (NIP: 634-233-29-61), REGON 276717528
+48 32-253-69-82 office@sil-trade.com.pl
+48 32-257-16-10 m.helinski@sil-trade.com.pl

II. The Period of the Contract / Rendering of the Services:

Tasks fulfilled (from 13.04.2019) **until 30.08.2019 inclusive.**

III. Bidding Deadline:

(From 27.03.2019) **until 10.04.2019 - 10:00 hrs** Polish/Katowice time (CET)

Offers delivered after the deadline will not be considered.

The selection of the best offer will be made no later than on 12 April 2019, before 16.00 hrs local time (CET) at the HQs of SIL-TRADE Beata Polaczek - 150, Kosciuszki St., 40-524 Katowice, Poland, and the results of the competition will be published on the company's website (Tendering Party) <http://www.sil-trade.com.pl/> and in the Competitiveness Database <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.

After the announcement of the selection of the best offer, information about the results will also be sent to the electronic mailing addresses (e-mail) of entities joining the competition.

IV. Place and Manner/Form of Submitting Offers:

The signed offer should be submitted on the Offer Form constituting Annex No. 1 to this Inquiry and deliver only in electronic form - **as a color scan in PDF format to the email address:**

m.helinski@sil-trade.com.pl cc to: office@sil-trade.com.pl

with header/title:

Offer for the project "STAND AT THE AIMEX 2019 TRADE FAIR"

The Offer Form is available in an editable * .docx format and can be, before it is scanned, filled in by handwriting (legibly - we suggest printed letter / upper case letters), machine typewriter or edited - computer-filled text editor.

V. Evaluation of the Offers:

The Tendering Party will evaluate valid offers based on the following criteria:

- (1) **Gross price (for particular/individual) task - 70% of the weight of the assessment,**
- (2) **Payment terms - 30% of the weight of the rating.**

The Tendering Party will evaluate the offers by awarding points under the individual criteria for the evaluation of offers separately for each of the four tasks (acceptable partial offers), using the following scoring methodology:

Re. 1 - Price:

Points for the "Price" criterion will be calculated according to the formula:

$$\frac{\text{Lowest Bid Price}}{\text{Evaluated Bid Price}} \times 70 = \text{Number of Points}$$

Re. 2 - Payment Terms:

Points for the criterion "Payment Terms" will be calculated according to the rule:

$$\text{Points for Payment Terms} = \text{points for downpayment terms} + \text{points for final/closing payment terms}$$

Down-payment – wire transfer* (max. 20 points):

- For lack of downpayment requirement: Down-payment not required = 20 points
If required = 0 points
Then (max. 10 points total for amount and grace period):
- For the amount of down-payment:
Down-payment 35% (or less) of the total price = 5 points
(Required over 35% down-payment = 0 points)
- For the grace period: Down-payment within 30 (or more) calendar days from the pre-payment or pro-forma invoice issued after the order is placed = 5 points
(down-payment payable in less than 30 calendar days = 0 points)

Final/closing payment – wire transfer* (max. 10 points):

- Due/payable after 28.07.2019
(i.e. – in less than 30 calendar days before the fairs) = 10 points.
- Due/payable between 28.06.2019 and 27.07.2019 inclusive
(i.e. – in 30-60 calendar days before the fairs) = 5 points.
(final payment required before 28.06.2019
= more, than 60 calendar days before the fairs = 0 points)

* Other forms of payment are not allowed (e.g. cheque, letter of credit, cash) - payment allowed only by bank transfer to the Bidder's account.

The offer should refer to all the above criteria for evaluation/selection of the offer.

In the case when the Bidder omits the given criterion (price or terms of payment), his offer in the given criterion will receive 0 (zero) points.

The Tendering Party, after assessing the submitted offers, will propose to the Bidder who receives the highest number of points the conclusion of the contract (acceptance of the order) for the implementation of the subject of the order - a given item / task.

Each Bidder is required to sign statements (element of the Bid Form) about:

- Lack of personal and capital ties with the Tendering Party,
- Authorizations to perform activities or activities covered by this contract, if the acts impose an obligation to have such rights,
- Having the necessary knowledge and experience as well as having the technical potential and people capable of performing the contract,
- Being in an economic and financial situation that ensures the performance of the contract,

being an integral part of this Inquiry.

VI. Short Description of the Tendering Party's Activity / Planned Activities:

The Ordering Party has been conducting commercial activities since 2000 - both in the country and in international transactions **in the field of** specialized metallurgical products, including: **specialized ropes for mining** (the applicant has two patent applications for own product being exported), rails and railway accessories (commercial activity), reinforcing steel for construction (commercial activity), in addition, the Employer conducts commercial activities in the field of steel scrap trading (mainly rail). The ordering party has a team of specialists dedicated to particular market sectors (Steel ropes for mining, **steel-rubber ropes for mining**, rails and railway accessories, steel, scrap).

The planned activities of the Employer, thanks to promotional activities at international fairs - subject to these proceedings - will allow the Ordering Party to develop the sale of steel and rubber ropes on the Australian market.

VII. Subject of the Tender:

- **Organization and equipment of the stand at the "AIMEX" trade fair in Sydney (Australia) 27-29.08.2019, along with accompanying services.**

- **CPV Codes**

main:

79956000-0 Services of the organization of fairs and exhibitions

other:

22460000-6 Advertising material

31523000-8 Illuminated signs

39154000-6 Exhibition equipment

79341000-9 Advertising services

79540000-1 Translations and interpreting services

79824000-6 Print and distribution services

79956000-8 Services of the organization of exhibitions, fairs and congresses

90911200-8 Building cleaning services

92521210-4 Exposition security services

98390000-3 Other services.

Subject of the Tender/Inquiry – service organization and equipment of the stand at the "AIMEX" trade fair in Sydney (Australia) with accompanying services,

should include, for individual items (4 separate tasks) at least respectively:

1. Stand (built-up with equipment and services)

Exhibition area 12 m² - serial stand with dimensions 3x 4 m, type 'B' (Space and Shell Scheme); preferred stand in the 'C' line - e.g. C146 (or C151) - with a rear wall offset backwards by 1m (booth enlarged from 3x3 to effective 3x4m),

standard design / stand construction, in the case of neighboring walls - rear / side walls compatible with the Velcro system, height 2.4 m,

identification of the exhibitor on fascia panel,

min. two spotlights,

standard carpet flooring,

obligatory fees included (registration fee, standard/obligatory entry in the exhibition catalogue, civil liability insurance - if required, electricity connection of a minimum of 3 kW),

220-230V power supply, min. 3 kW, four sockets (including at least one - in the back-facility area - with a splitter with at least 4 outputs): the possibility of simultaneous connection (selection of fuses) at least: an electric kettle, refrigerator, TV, laptop and 2 mobile phone chargers at the stand, perimeter circuit 24 / 24h (fridge ...),

standard security services and daily cleaning of the stand (3 days, stand 12 sq. m),

wireless access to the internet (please, specify the WiFi baud rate Mb/s).

2. Building/furnishing and equipment of the stand

- 1 square table (Expo Square) or round table (Expo Round) white
- + 4 Oasis Chairs (or Expo Chair) – white
- + 4 Oasis Chair Cushions - white or colored in the walls of the stand (if different than white),
- 1 information counter (Regent Reception Counter or similar) white
- + 1 stool / hocker Oasis Bar Stool (or Expo) - white,
- + 1 Oasis Bar Stool Cushion - white or colored in the walls of the stand (if different than white),
- 1 LED, plasma or LCD 32-34" display/screen with USB input - hung on the front wall of the back office or set-up on the stand next to the information desk,
- partitioned walls with dimensions of 1x2 m (or 1x2.5 m),
- folding doors (preferred, optional or winged) with a lock,
- in the 'back-office':
- 1 fridge min. 70 l / high max. 1100 mm (Fridge Bar),
- 1 electric kettle 1-2l, 1200-2000W,
- 1 water-cooler dispenser with a 3-5l water bottle,
- 1 cupboard - Regent Small Cupboard white or similar - with sliding doors, max. 500 mm deep, 900-1100 mm wide = length, 700-1000 mm high
- 1 clothes hanger - wall mounted,
- 1 trash can (waste bin).

3. MPG decorative elements

Delivery to the stand of the Ordering Party at the AIMEX fairs in Sydney, assembly, connection and - after the fairs - disassembly and export:

Illuminated backlit panel with a height of approx. 2500 mm, with a triangle base 300x300x420 mm, in accordance with the PARP guidelines - see:

https://www.parp.gov.pl/storage/grants/documents/41/MPG_panel_promocyjny_na_strone_5-2019_20190125.pdf

https://www.trade.gov.pl/pl/f/v/350235/PPE_PL_5%20Ksiega%20z%20naku%20MPG.pdf

logo: https://www.trade.gov.pl/pl/f/v/350234/PPE_PL_4%20LOGOTYP%20MP.rar

4. Hostess services

Hostess services at the stand of the Contracting Authority at the AIMEX exhibition grounds in Sydney:
3 days x 8h; 1 English-speaking hostess.

Offers should be submitted - only on the Bid Form (attached) for each of the above four items/tasks separately, however the payment terms must be defined jointly – same for all items offered. **Partial offers are allowed** - the offer can be submitted for any one, two or three, as well as for all four items. **Variant offers are not allowed** - only one offer can be submitted for each of the above four items.

VIII. The Offer

should include at least:

- 1. The net price and the gross price** for completing the entire task (total price for all components of the inquiry).
We suggest, if possible, stating the price in PLN. Offers submitted in EUR will be converted to PLN based on the average exchange rate of the zloty against the Euro, which is the basis for converting the value of public orders in 2018 - 2019, i.e.: 1 EUR = 4.3117 PLN. Prices given in a currency other than PLN or EUR will be converted into PLN according to the average NBP rate as at the date of the offer; price comparison for the needs of offer evaluation will be made in PLN.
- 2. Guaranteed (no earlier than) dates of prepayment and final payment** (specific date or number of calendar days from the date of invoice given - in the case of prepayment / number of calendar days until the start of the fair - for final payment).
- 3. Full name and address** of the office of the Bidder (and address for correspondence, if different than the registered office).
- 4. Telephone number and e-mail address of the Bidder and details of the contact person.**
- 5. Full company registration data of the Bidder** (including the Tax Identification Number).
- 6. Approximate period (in full years) the Bidder is active in the field of organization and / or service of fairs and exhibitions** – for informative purposes only.
- 7. Place and date of the offer.**
- 8. Offer's validity date** – no less than by 3 May 2019 inclusive.
- 9. Signature** of the person authorized to issue the offer / represent the Bidder.
- 10. If available – the Company Seal** of the Bidder.

The offer should include all the above 10 elements.

In the event that the Bidder omits any of the 10 relevant elements of the offer, his offer will be considered incomplete and the Bidder will be requested to complete the offer. All incomplete offers on the closing date for accepting offers will be rejected and will not be evaluated.

Other conditions.

It is allowed to submit partial offers (for selected or for all tasks). Variant offers are not allowed. The Tendering Party does not provide supplementary orders as part of the task.

IX. Conditions for Participation in the Tender:

The contract is awarded in accordance with the principle of competitiveness and equal treatment of Contractors, within the meaning of the Guidelines for the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020.

Bidders associated in person or in capital with the Buyer (Tendering Party) are excluded from participation in the proceedings. By means of capital or personal connections is meant the interrelationship between the Buyer (Tendering Party) and the Bidder, such as:

- a) participating in the company as a partner in a civil partnership or personal partnership,
- b) owning shares or at least 10% of shares,
- c) performing function of a member of the supervisory or management body, a proxy, a plenipotentiary,
- d) remaining in such a legal or factual relationship that may raise reasonable doubt, as to the impartiality in the selection of the contractor, in particular - marriage, kinship or affinity in a straight line, consanguinity or affinity in a sideline line to the second degree or in relation to adoption, care or guardianship.

X. Tender proceeding rules, changes in the Contract:

1. The Buyer (Tendering Party) reserves the right to cancel the proceedings in the case of the occurrence of a previously unforeseeable legal, economic, technical or force majeure event for which neither party is liable, in particular - in the case of:
 - a) If the offer with the lowest price exceeds the amount that the Buyer (Offering Party) intends to allocate to finance the order, unless the Buyer may increase this amount to the price of the most advantageous offer,
 - b) When the proceedings are burdened with an impossible to remove defect that makes it impossible to conclude a non-canceling contract on the Tender's subject,
 - c) When there is a significant change in circumstances that makes conducting proceedings or performing the Contract not in the interest of the Buyer,
 - d) The Ordering Party may also refuse the Offer if the price is grossly low. The price is grossly low, in particular, when it is lower by more than 30% of the order value or the arithmetic mean of the prices of all submitted offers.
2. The Buyer (Tendering Party) reserves the right to terminate the procedure without choosing the offer. When notifying contractors about the completion of the procurement procedure without choosing the offer, the Tendering Party does not have to provide reasons for this decision.

3. The Ordering Party shall specify the following circumstances that may necessitate changes to the content of the concluded Contract in relation to the content of the submitted offer:
- Change in the date of Contract performance - if there is another legal, economic and technical circumstance that is impossible to predict, or a force majeure will occur for which neither party is liable, resulting in the inability to properly perform the contract in accordance with the order,
 - Change of persons responsible for contacts and supervision over the implementation of the subject of the Contract,
 - Occurrence of obvious typing and accounting errors in the content of the Contract,
 - Changes in the value of the Contract in the event of an increase or decrease in the rates of tax on goods and services (VAT tax) regarding the Subject of the order as a result of amendments to the Act of March 11, 2004 on tax on goods and services (Journal of Laws of 2004, No. 54, item 535, as amended), which will come into force after the date of conclusion of the Contract, and before the Bidder executes the Subject of the Tender/Contract, after which the Bidder is entitled to receive remuneration, the Supplier's remuneration may be increased or decreased accordingly, if as a result of the changed rates above. The amount of tax and the remuneration of the Supplier, including the tax on goods and services, are subject to change. At the same time, the Supplier is entitled to receive increased remuneration only when he has met the deadline for performing the contract and provided the Ordering Party with a properly issued VAT invoice without delay, but no later than within 14 days from the date of completion of the Contract.
 - Limitation of the Subject of the Tender/Order for a proper adjustment of the Supplier's remuneration - in case when the necessity of such restrictions will result from the current course of the Contract or for reasons beyond the Supplier's control;
4. If an offer has been made, the selection of which would result in the creating a tax obligation to the Buyer in accordance with the provisions on value added tax, the Ordering Party adds to the price shown in the tax the value added tax, duty, and other taxes provided for by law, which would have to be accounted for in accordance with these provisions.
5. The Contract concluded as a result of a proceeding initiated as a result of this offer inquiry may be changed by way of an annex to the Contract in the following scope and cases:
It does not constitute a Contract amendment as defined in point 4 above:
- Change of data related to administrative and organizational service of the Contract (e.g. change of the bank account number);
 - Changing the names of the parties or their legal form (while maintaining the continuity of legal entity), contact details, change of persons indicated for contacts between the Parties;
 - Awarding supplementary contracts that go beyond the Object of the Contract.
6. 7. There are no legal protection measures for this proceeding. The provisions of the Act of 29.01.2004 - Public Procurement Law (Journal of Laws of 2017, item 1579, as amended) do not apply to this procedure.
7. Remuneration for the performance of the subject of the Tender/Contract specified in point VII. of this Enquiry will be the maximum remuneration for due, timely and complete performance of the full scope and quantity of the Contract. The remuneration includes all price-generating factors, including all costs and fees during the performance of the Contract. The Value Added Tax (VAT) shall be in accordance with the regulations in force at the date of invoicing.

XI. Required Documents:

1. A clearly completed, signed and stamped **Offer Form** together **with statements** about:
 - Lack of personal and capital ties with the Buyer (Tendering Party),
 - Eligibility to perform activities or actions covered by this Enquiry (Tender), shall the law impose an obligation to have such rights/qualifications;
 - Possession of the necessary knowledge and experience as well as of the technical potential and human resources capable of fulfilling the Contract (once granted);
 - Being in an economic and financial situation ensuring fulfilling the Contract, being the integral part of the Offer Form.

All documents (Bid Form and the statements.) should be scanned in color in the form of an attachment in PDF format. Documents in other languages than Polish or English should be submitted with the translation (ordinary, no sworn translation required) into Polish language.

XI. Additional Information

Enquiry in its English version and multi-language Order Form are prepared exclusively for the potential Bidders' convenience and to streamline the tender process - any and all proceedings under this Enquiry/Tender are carried in Polish language, shall any doubts arise as to meaning or interpretation of documents received – information in Polish, be it original or translation, shall be deemed as true, binding and conclusive. Any potential other additional documents (e.g. a detailed description of the device, references, etc.), if attached, must be provided together with a sworn translation into Polish language.

Tender is ruled by stipulations of Polish legislation.

Detailed information on the subject of the Tender and the terms of the Contract is given by Mr. Marek Heliński, mob.: + 48 695 052 055, e-mail: m.helinski@sil-trade.com.pl

This Enquiry has been placed on the following web-sites:

- <http://www.sil-trade.com.pl>,
- <https://bazakonkurencyjnosci.gov.pl>.

Enquiry has been also displayed at the notice board at the headquarters of the Buyer (Tendering Party) in Katowice.

This Tender has been issued by:



Marek R. Heliński

Director, Strategy & Development, Head of Export



SIL-TRADE
Beata Polaczek
40-524 Katowice, ul. Kościuszki 150
tel.: 32 257 16 10 fax: 32 257 22 68
REGON 142213299-61