

INQUIRY FOR QUOTATION
for design and execution of mural
"NOWA SÓL: YOUR TIME - OUR SPACE"

Subject of the order: selection of the best design and contractor of a large-size painting to be painted directly on a wall of a tenement house of the Housing Cooperatives of 3 Głowackiego Street and 8 Wojska Polskiego Street in Nowa Sól, the so-called mural.

I. Ordering Party

Name: Gmina Nowa Sól - Miasto
Address: ul. M. J. Piłsudskiego 12
67- 100 NOWA SÓL

Website: www.nowasol.pl

Mailing address: Urząd Miejski
Wydział Integracji Europejskiej i Promocji
ul. M. J. Piłsudskiego 12
67-100 Nowa Sól, POLAND

E-mail address: promocja@nowasol.pl

Phone: + 48 68 459 03 00

Fax: + 48 68 459 03 55

Working hours: Monday - Friday
from 7:30 a.m. to 3:30 p.m.
Wednesday from 9:00 a.m. to 5:00 p.m.

II. Details of the subject of the order

1. The subject of the inquiry for quotation is selection of the best design of a mural and contractor of a large-size painting made directly on a wall of a tenement house of the Housing Cooperatives of 3 Głowackiego Street and 8 Wojska Polskiego Street in Nowa Sól, the so-called mural.
2. The purpose of this inquiry is to select an author of the design of the mural and to order them execution of the mural under a contract.
3. The mural shall be made as follows: a large-size picture made in acrylic paint or other type of professional paints (e.g. spray) to guarantee its unchangeable appearance, appropriate color saturation, durability and resistance to weather conditions, in particular to UV influence, for not less than 48 months.
4. The Ordering Party reserves their right to demand that the completed mural should meet the following criteria:
 - a) it should match the design finally approved by the Ordering Party;
 - b) it should cover the entire area of the external wall of the tenement house of the Housing Cooperatives of 3 Głowackiego Street and 8 Wojska Polskiego Street in Nowa Sól of approx. 600 m² as shown in the Appendix No. 2 hereto.
5. The mural shall be placed on the external wall of the tenement house of the the Housing Cooperatives of 3 Głowackiego Street and 8 Wojska Polskiego Street in Nowa Sól of approx. 600 m² as shown in the Appendix No. 2 hereto.
6. The designs of the mural shall not present the following:

- a) contents or elements discriminating in particular due to race, religious beliefs, gender or nationality;
 - b) contents or elements which encourage acts of violence;
 - c) contents or elements of indecent nature;
 - d) contents or elements encouraging any acts against the laws.
7. Promotion actions and any agreements related to the execution of the mural with the owners of the premises, i.e. the Housing Cooperatives of 3 Głowackiego Street and 8 Wojska Polskiego Street in Nowa Sól, and the property manager - Zakład Usług Mieszkaniowych in Nowa Sól, Powiatowy Konserwator Zabytków [*the County Conservator of Historical Monuments - translator*] as well as agreements thereto with the owner of the land parcel located neighboring immediately to the wall of the tenement house where the mural is to be placed shall be held the right of the Ordering Party.

III. Principles of applying

1. The Bidder may submit more than one design of the mural, having in their mind that each design should be submitted in a separate e-mail message.
2. The execution (painting) of the mural is obligatory by the Bidder is obligatory.
3. The design of the mural shall include two parts:
 - a) visualization of the mural, and
 - b) a separate file of the design of the mural.
4. Designs of the mural shall be submitted in electronic form: in JPEG file, in resolution of 300 dpi.
5. The Quotation with the necessary documents, i.e.:
 - a) design of the mural referred to in Item 3;
 - b) portfolio to document the experience and the Bidder's execution (painting) of at least three murals, or reference letters in any;
 - c) filled out Form of the Inquiry for Quotation (Appendix No. 1 hereto);

shall be delivered to the e-mail address of the Ordering Party: promocja@nowasol.pl not later than on **April 18, 2019 by 3:00 p.m.**

6. The Quotation shall be submitted in writing, in Polish.
7. The Quotations shall be signed and stamped by the Bidder.
8. The Quotation shall be considered submitted in due time if received at the seat of the Ordering Party at the time referred in Item 1 hereof.
9. The Ordering Party shall not be liable for the condition and time of delivery of the Quotation served by the Bidders.
10. The Quotations shall be opened at the seat of the Town Hall of Nowa Sól, ul. M. J. Piłsudskiego 12, 1st floor of Building B, Room No. 105 **on April 19, 2019 at 12:00**. Opening of the Quotations is open to public.

IV. Schedule of execution

1. Deadline for submission of Quotations: **not later than on April 18, 2019.**
2. Publishing of the decision: not later than on May 15, 2019.
3. Completion of the mural: **not later than on October 31, 2019.**
4. The Ordering Party reserves the right to prolong the time of execution of the mural as agreed upon with the selected Bidder.

V. Terms and conditions of participation in the Inquiry for Quotation

1. The inquiry for quotation concerning the design and execution of the mural is an open one.
2. The inquiry for quotation is addressed to any legal entities and natural persons of lawful age based in Poland or abroad, and authors' teams, who shall be bound by the contract for design and execution of the mural.
3. As for the team work, the team, person authorized to represent the team on behalf of its members shall be indicated, which is the necessary requirement to submit the Quotation.
4. Together with the design of the mural, the Bidder shall submit their portfolio to document their experience and execution (painting) of at least three murals, and letters of references if any.
5. The design of the mural shall be a plagiarism, it shall be an individual, genuine one, performed for the purpose hereof only.
6. The Bidder declares that they own the author's rights to the submitted design of the mural, and that they do not breach author's rights of any third parties.
7. The Bidder is liable for any claims of any third parties arising from the use of any materials as the Bidder's own ones.
8. The Bidder undertakes to transfer the author's proprietary copyrights to the mural submitted herein to the Ordering Party together with the right to further dispose of them in case the Bidder wins the Quotation.
9. Submission of a design of the mural is free of charge.
10. The course of painting of the mural shall be documented in the form of photographs and movies by the Ordering Party, and the materials made then shall be used for promotion purposes.
11. The Bidder approves processing of their personal data for the purpose of this Inquiry for Quotation.

VI. Description of the criteria for selection of the Quotation and manner of the Quotation assessment

1. The Ordering Party shall assess only the Quotations which will not be rejected.
2. The designs of the mural submitted in the frames hereof and their appendices shall be assessed by the Committee composed of, among others, the employees of the Town Hall of Nowa Sól, the Town Architect, County Conservator of Historical Monuments, experts in arts and painting, representatives of the Housing Cooperatives of 3 Głowackiego Street and 8 Wojska Polskiego Street in Nowa Sól.
3. The Committee shall assess each submitted design of the mural and the Form of the Inquiry for Quotation in the following criteria:
 - a) **formal criterion: obligatory criterion; failure to meet the formal criterion shall result in rejection of the Quotation.**

Criterion	Met	Not met
proper submission of the design of the mural;		
proper and full completion of the Quotation Form;		

timely submission;		
the given entity's ability to accomplish the project - assessment of the portfolio;		
TOTAL FORMAL CRITERION ASSESSMENT		

b) **financial criterion**, the following (among others) to be considered :

Criterion	Met (2 pts)	Partly met (1 pt)	Not met (0 pts)
Are the costs of execution presented in the Form of the Inquiry for Quotation real and market ones?			
Are the costs liabilities presented in the Form of the Inquiry for Quotation cover complex execution of the mural?			
TOTAL FINANCIAL CRITERION ASSESSMENT			

c) **artistic criterion**, as for the following:

Criterion	Met (2 pts)	Partly met (1 pt)	Not met (0 pts)
Image message - the criterion that provides for recognition of the essence of the image, understanding of the message of the artist sent to the viewer. What is the concept of the work? What contents are to be sent to us? If - after a while of viewing and analyzing the work, we cannot understand what is the artist's message, or			

<p>we cannot tell another person what the work presents or what emotions it presents, the image is to be rejected.</p>			
<p>Type-concept of the message – acceptance of the idea of the image. Whether the recognized idea of the image inspires us, makes us reflect on it, entertains, develops brings us to a certain mood. This may be achieved, e.g. via appropriate social or historical contents, or via a clear message contained in the work. Whether the concept is naive, boring, repeated in dozens of other works, obscene, trivial, it brings nothing new, the image is to be rejected.</p>			
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<p>Technique - the presented concept shall be well performed technically. Such artistic measures as color, perspective, composition, light, shades, texture, spatial form shall not make an impression that they have been used accidentally and applied without proper diligence. If the image is scruffy,</p>			

underdeveloped and it makes an impression of a work of 'cocktail-napkin' type, it is not acceptable.			
Diversity of space - the presented concept shall be related to the place where it should be located as a mural. The location is a wall of a tenement house remaining under supervision of a conservator of historical monuments. Taking this into consideration, the work shall intervene excessively with the substance of the building or dominate its architectural values. The artist's concept may - given the above - exist as a form of contrast. However, in case the Committee and the architect consider the image 'unsuitable', the concept is unacceptable.			
TOTAL ARTISTIC CRITERION ASSESSMENT			

Summary

#	Criterion	Total points obtained / criterion met / not met	Minimum number of points to meet the criterion	Maximum number of points to meet the criterion
1.	Formal		Not met	Met
2.	Financial		2	4
3.	Artistic		5	10
	TOTAL		7	14

4. The decisions of the Committee are final and irrevocable. The decision of the Committee shall not be appealed against.
5. The Ordering Party reserves the right to renounce the order without selecting any of the submitted quotations or to cancel the Inquiry for Quotation in the following cases:

- a) when no quotations is submitted;
- b) when no submitted quotations comply with the terms and conditions stated in the Inquiry for Quotation;
- c) unsatisfactory artistic level of the designs of the mural;
- d) circumstances beyond the control of the Ordering Party;
- e) when it turns out that the cost included in the Quotation Form exceed the budget which the Ordering Party has appropriated for the purpose;
- f) the design of the mural presented in the quotation does not comply with the criteria listed in Part VI;
- g) a natural person, entity or their representatives lose their legal capacity, previously unidentified circumstances occur which question the bidder's substantive or financial reliability.

6. The Ordering Party rejects the quotation if:

- a) the Bidder does not meet the terms and conditions of the proceedings;
- b) the contents of the quotation does not correspond with the contents of the Inquiry for Quotation;
- c) submission of the quotation is an act of unfair competition as construed under the regulations pertaining to prevention from unfair competition;
- d) the price bid in the quotation is blatantly low;
- e) the quotation is invalid under applicable regulations.

7. In case the Ordering Party is not in a position to select the most advantageous quotation due to the fact that the submitted quotations have obtained equal number of points, the Ordering Party shall call upon the Bidders who have submitted such quotations to submit additional quotations within the time set by the Ordering Party. Submitting such additional quotations, the Bidders shall not offer prices higher than the original ones.
8. The price must cover all the costs necessary to accomplish the mural, including the remuneration for transfer of proprietary copyright.
9. The price indicated in the Quotation Form (see Appendix No. 1 hereto) shall be the gross price.
10. The price shall be expressed in Polish Zloty (PLN) and in grosze if necessary with two decimals.
11. The quotation shall be signed by a person(s) authorized to represent the Bidder. The signature shall be legible (first and last name) or, in case of a name stamp, signature or initials. In case the Quotation is signed by a person not authorized to represent the Bidder on the basis of the documents enclosed, the Quotation shall include an appropriate letter of authority.
12. The Ordering Party shall order execution of the mural from the Bidder whose Quotation complies with all the requirements hereof and which has been assessed as the most advantageous on the basis of the selection criteria listed herein.
13. Quotations submitted after the deadline shall not be taken into consideration.
14. In the course of examination and assessment of the Quotations, the Ordering Party may demand the Bidders' explanations related to the contents of the submitted Quotations and documents which confirm compliance with the terms and conditions of participation in the proceedings, and supplementing same.

VII. Principles of financing

1. The Ordering Party shall incur the costs of execution of the mural indicated in the selected design of the mural on the basis of the Quotation presented in the Quotation Form, i.e. Appendix No. 1 hereto.
2. The Bidder shall submit the Quotation Form (Appendix No. 1 hereto) in which they shall present the costs of designing and execution of the mural in one of the two available variants of financing (one to be selected):
 - a) **Quotation including complex costs related to the design and execution of the mural, and in particular:**
 - remuneration for preparation of the design(s) of the mural;
 - remuneration for execution (painting) of the mural;
 - purchase of paints which meet the requirements listed in Part II, Item 3;
 - purchase, rental of all and any materials, devices and technical tools necessary to complex execution of the mural, including rental of e.g. lift platform or other devices which facilitate execution of the mural;
 - providing accommodation, insurance for the period of works on the mural;
 - remuneration for coordination of proper execution of the mural.
 - b) **Quotation including costs related to designing and execution of the mural without the cost of rental of a lift platform or other devices to facilitate execution of the mural (the cost of rental of a lift platform or other devices to facilitate execution of the mural is the responsibility of the Ordering Party), and in particular:**
 - remuneration for preparation of the design(s) of the mural;
 - remuneration for execution (painting) of the mural;
 - purchase of paints which meet the requirements listed in Part II, Item 3;
 - providing accommodation, insurance;
 - remuneration for coordination of proper execution of the mural;
 - purchase, rental of all and any materials, devices and technical tools necessary for complex execution of the mural where the cost of rental of e.g. lift platform or other devices which facilitate execution of the mural is the responsibility of the Ordering Party.
3. Detailed and final terms and conditions of execution, financing and reconciliation of the execution of the mural shall be stated in a contract made in the Polish language.
4. The Bidder whose design of the mural is selected to be implemented shall undertake to consider all and any suggestions of the Ordering Party concerning execution of the mural.

VIII. Description of the manner of providing explanations related to the contents of the terms of reference.

1. The Bidder may address the Ordering Party with a request for explanations concerning the inquiry for quotation to **16th April, 2019.**
2. Should such request for explanations be submitted after the aforementioned date, the Ordering Party may provide such explanations or the request may not be examined.

IX. Manner of announcement of the results in public

1. The result of the Inquiry for Quotation for design and execution of the mural shall be published at the official website of the Ordering Party: www.nowasol.pl, bookmark public procurements.
2. The selected Bidder shall be additionally informed about the results via electronic mail.
3. The Ordering Party shall sign a contract for execution of the mural with the selected Bidder.
4. Failure to sign a contract for execution of the mural by the selected Bidder as well as failure to contact the latter shall result in lack of possibility to implement their design of the mural. In such case, the Ordering Party shall be entitled to select another design of the mural at their option.

X. Final provisions

1. Entering the procedure of the Inquiry for Quotation for design and execution of the mural constitutes acceptance of the provisions thereof.
2. Entering the procedure of the Inquiry for Quotation for design and execution of the mural constitutes acceptance of free of charge publication of the selected design of the mural in the media, publications and other promotion actions of the Ordering Party.
3. The Ordering Party reserves the right to change the deadlines listed herein.
4. The Ordering Party reserves the right to correct the selected design of the mural following consultations with the author in order to finally adapt the design to implementation.
5. The costs of preparation and submission of the design are incurred by the Bidder exclusively.
6. Any disputes between the Bidder and the Ordering Party shall be settled by court competent for the domicile of the Ordering party.
7. Under Section 7, Item 4 of the data Protection Act of 29th August, 1997 (Journal of Laws of 2018, Item 100), the Mayor of the Town of Nowa Sól, ul. Piłsudskiego 12, 67-100 Nowa Sól is the data controller of the data included herein. Inspector of personal data protection: gonet@nowasol.pl.
8. The data controller reserves the right to process the personal data of the participants of the procedure for an unlimited period of time.
9. The bidders provide their personal data voluntarily, however it is necessary for conducting the procedure.
10. The Bidders have the right to access the contents of their personal data and to correct same.
11. Appendices: Appendix No. 1: Quotation Form.

Appendix No. 2: Dimensions and photographs of the external wall of the tenement house of the Housing Cooperatives of 3 Głowackiego Street and 8 Wojska Polskiego Street in Nowa Sól together with its immediate vicinity.

Appendix No. 1 Quotation Form
within the frame of Inquiry for Quotation for design and execution of mural

**QUOTATION FORM WITHIN THE FRAME OF INQUIRY FOR QUOTATION
FOR DESIGN AND EXECUTION OF MURAL**

name of the contractor Full name of the author / co-author(s) of the design of the mural	
Domicile / residence Mailing address	
NIP/PESEL¹	
Telephone number	
E-mail	
Date and signature of the Bidder / authorized person	

¹ Tax Identification Number / Personal Identification Number

Table of reconciliation items - gross

Financing variants covering design and execution of the mural - ONE TO BE SELECTED:

EXPENSE	GROSS
remuneration, for preparation of design(s) of the mural;	
remuneration for execution (painting) of the mural;	
purchase of paints according to the requirements listed in Part II, Item 3;	
purchase, rental of all the materials, devices and technical tools necessary for complex execution of the mural, <u>including rental of e.g. lift platform or other devices facilitating execution of the mural;</u>	
providing accommodation, insurance for the period of works on the mural;	
remuneration for coordination of the proper execution of the mural;	
other	
TOTAL	

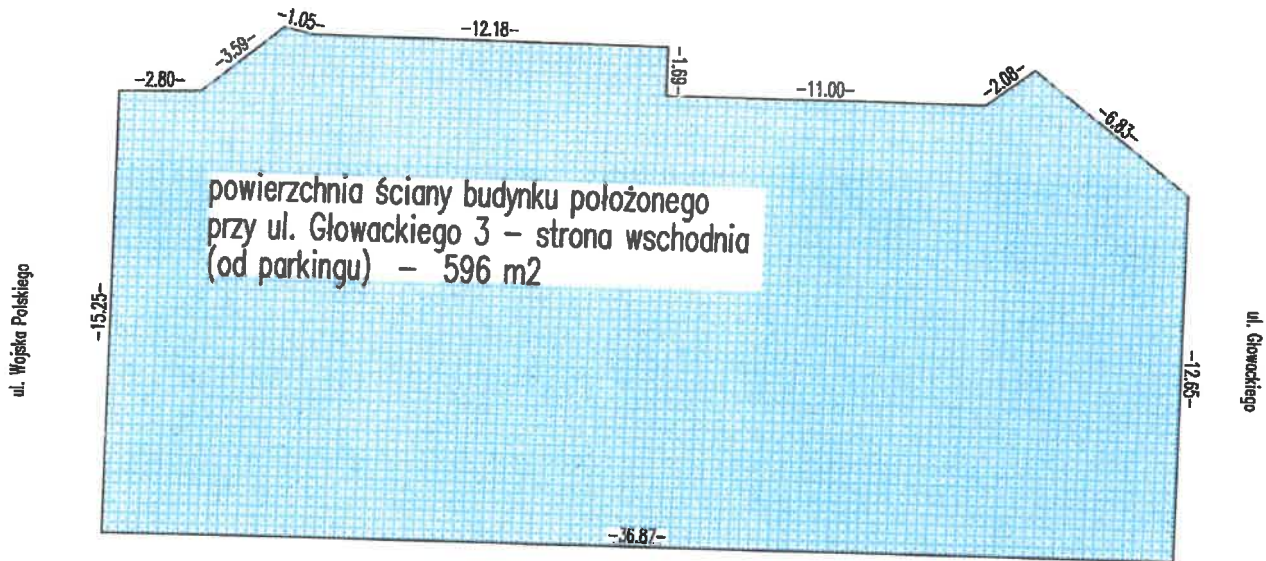
or

EXPENSE	GROSS
remuneration, for preparation of design(s) of the mural;	
remuneration for execution (painting) of the mural;	
purchase of paints according to the requirements listed in Part II, Item 3;	
purchase, rental of all and any materials, devices and technical tools necessary for complex execution of the mural <u>where the cost of rental of e.g. lift platform or other devices which facilitate execution of the mural is the responsibility of the Ordering Party</u>	
providing accommodation, insurance for the	

period of works on the mural;	
remuneration for coordination of the proper execution of the mural;	
other	
TOTAL	

Date and signature of the Bidder:

Latgarnik nr 2 Nymiany i zdjęcie ściany
zewnętrznej kamienicy Wspólnot Mieszkańców
Głowackiego 3 i Hojstwa Polskiego 8 w Nowej Soli
wraz z jej najbliższym otoczeniem.



USŁUGI GEODEZYJNE
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18. 01. 2019r.

GEODETA UPRAWNIONY

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Nr uprawnień 14168







