

פרוטוקול אישור התקשרות לפי תקנה 3(29) - (שריון מס' 100045082)

מספר שריון	רפרנט	היחידה	משרד
100045082	אורי שור	דוברות והסברה	רשות המים
	תאריך	מס' ישיבה	ועדת מכרזים
	02.10.2019	53-19	כללית

א. חברי ועדה נוכחים

גב' רעיה בליי קרפטמכר	מ"מ יושב ראש
עו"ד אדיר חרמון	נ. יועמ"ש
מר עדיאל כהן	ס. חשב

ב. פרטי ההתקשרות

מספר ההתקשרות	נושא ההתקשרות		
	תערוכת WATEC Israel 2019 שכירת שטח		
מס' פנייה במנו"ף*	שווי ההתקשרות	תאריך סיום התקשרות	תאריך תחילת התקשרות
	64,935 ₪, כולל מע"מ	21.11.2019	20.10.2019
	מספר זיהוי ספק	שם הספק	
	512715962	כנס תערוכות ג.ר. בע"מ	

סוג ההתקשרות המבוקשת

- רכש מכר
 טובין שירותים
 מקרקעין ביצוע עבודה

ג. תיאור מהות ההתקשרות ונימוקי הבקשה

1. רשות המים מבקשת להתקשר בפטור ממכרז מחמת ספק יחיד עם הספק, כנס תערוכות ג.ר. בע"מ.
2. תערוכת **WATEC Israel 2019** צפויה להתקיים ב-21.11.2019-18 במלון דייויד אינטרקונטיננטל, תל אביב.
3. במסגרת התערוכה, תקיים רשות המים ביתן הסברה, ותשתתף בכנסים המקצועיים המתקיימים במסגרתה. רשות המים נדרשת לשכירת שטח כולל ביתן ולקידום הפעילויות הנדרשות, הפקה וחלוקת חומרי הסברה שונים, שילוט וכד'.
4. מדובר בתערוכה בינלאומית חשובה ביותר המתמקצעת בתחום משק וטכנולוגיות המים. מטרת רשות המים היא לתת ביטוי לפעילותה ולהישגיה במגוון התחומים.
5. הספק הוא המפיק את הכנס והיחידי שמוכר שטחי תצוגה בכנס, לכן הינו ספק יחיד.
6. היחידה מבקשת להתקשר עם הספק החל מיום 20.10.2019 ועד לא יאוחר מיום 21.11.2019.
7. היחידה מבקשת להתקשר בפטור ממכרז עם הספק בהתאם להצעת המחיר מיום 02.09.2019 ע"ס 55,500 ₪, לא כולל מע"מ (השווים ל-64,935 ₪, כולל מע"מ), המצורפת לפרוטוקול זה.

האם קיים בנושא זה מכרז מרכזי של החשב הכללי או גורם ממשלתי מוסמך אחר, או הסכם מחירים מירכיים:

- לא כן

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אישור פרטי ההתקשרות

- הוועדה מחליטה לאשר את פרטי ההתקשרות באופן מלא, לפי בקשת היחידה.
 הוועדה מחליטה לאשר את פרטי ההתקשרות בשונה מבקשת היחידה, כמפורט להלן:

- ד. דיון ונימוקים**
1. הוועדה עיינה בבקשה ובצירופותיה.
 2. מנימוקי הבקשה מאשרת הוועדה את ההתקשרות כמבוקש, בכפוף לפרסום חוות דעת ספק יחיד ואי קבלת השגות.
 8. **תקופת ההתקשרות:** החל מיום 20.10.19 ועד לא יאוחר מיום 21.11.9.
 9. **היקף ההתקשרות:** ע"ס 55,500 ₪ לא כולל מע"מ (השוויים ל- 64,935 ₪, כולל מע"מ), בהתאם להצעת המחיר המצ"ב לפרוטוקול זה.
 10. **החלטה התקבלה:** פה אחד ברוב קולות
 11. **תקנה בתח"ם:** 3(29).
 12. **החלטה זו תפורסם בהתאם לתקנה 1ג(א) בתח"ם.**
 13. **חתימות**

מ"מ יושב ראש	נ. יועמ"ש	ס. חשב	
גב' רעיה בליי	עו"ד אדיר חרמון	מר עדיאל כהן	שם
2.10.19	2.10.19	2.10.19	תאריך
			חתימה



WATEC Israel 2019

Water Technology and Environment Control

November 19-20, 2019 David InterContinental, Tel Aviv

General Terms and Conditions Agreement

The terms hereunder, terms mentioned on the Engagement Form, and the Guidelines and Services Manual constitute an integral part of the Agreement between Kenes Exhibitions Ltd. (hereinafter: **the Company**) and the Exhibitor and shall bind the Exhibitor for every intent and purpose. It is hereby clarified that this Agreement shall not constitute an agreement for the benefit of any third party whatsoever.

1. "Exhibitor", for the purpose of this agreement shall be deemed whoever submitted the signed Engagement Form and was approved by the Company as such. The Company will provide the Exhibitor with the display unit area and the services, subject to full payment as detailed in the Engagement Form. Non-payment of the Total amount shall be deemed as cancellation of the Exhibitor's participation on his behalf as detailed in paragraph 21.
2. Zero VAT is charged based on Exhibitor's declaration that it is a "Foreign Company" – a company that is not registered in Israel and/or does not have a permanent activity (Directly or through an affiliate/agent) in Israel.
If in any case during an appraisal it will be determined by Tax Authorities otherwise, the customer will be charged directly/indirectly with full tax liability in respect with the above contract.
The Exhibitor will submit upon signing the agreement the "Certificate of Incorporation" in their country.
3. The Exhibitor undertakes to fulfill all his undertakings in accordance with this Agreement and to abide by all Company guidelines.
4. Postponement or cancellation of an exhibition by the Company and/or change of display areas/exhibition dates/name of the exhibition will be at the Company's sole discretion and as possible in coordination with the Exhibitor in advance. The Exhibitor hereby waives any argument and/or claim and/or demand in this regard.
5. The Exhibitor is not entitled to share the space assigned to him with sub-exhibitors, unless Company's prior and written approval and at its sole discretion and subject to payment of additional registration fees for each sub-letting exhibitor as detailed in the Guidelines and Services Manual.
6. All of the provisions in the Agreement will apply to sub-letting exhibitors directly and will bind them for all intents and purposes. However, this does not release the Exhibitor from any responsibility and/or liability towards the Company with respect to the Agreement.
7. After submitting the signed Engagement Form and full payment, the Company will provide the Exhibitor with a display unit as detailed in the Engagement Form, and provide services subject to the terms mentioned in the Guidelines and Services Manual.
8. The Exhibitor declares that he has examined the display area/s and has found them suitable in every manner for him and his purposes and that he hereby waives any argument for non-compliance and/or fault and/or other arguments in this matter.
9. The Exhibitor undertakes that an authorized representative on his behalf will be present during the entire construction period including the setting-up, and a representative on his behalf will be present during the entire construction period including the setting-up and dismantling days in the display unit area.
10. The Exhibitor undertakes not to damage the integrity and proper orderliness of the location and installations therein, including the exhibition areas and display units in which he undertakes to operate in a manner that will not harm the operations of other exhibitors.
11. The Exhibitor undertakes not to make any changes and/or additions and/or injury and/or damage and/or nuisance to the location, including the outdoor areas infrastructure, (hereinafter: **Damage**), whether by himself or by anyone else on his behalf. Any changes the Exhibitor wishes to make will be made only with the Company's prior written approval and according to its sole discretion with the Exhibitor's undertaking in writing to return it to its former condition at his account and to the satisfaction of the Company.
12. Should the Exhibitor not return the area to its exact former condition and/or caused Damage and did not repair it in accordance with the Company's demand, the Company will be entitled to repair the Damage at the expense of the Exhibitor.
13. The Exhibitor undertakes to compensate and indemnify the Company for any Damages caused, to property, and/or to persons on its behalf due to an act and/or failure to act by the Exhibitor and/or by anyone else on his behalf, immediately upon the Company's first request.
14. Without derogating from the said in paragraph 4 above, the Exhibitor is not entitled to make any use of areas placed at his service, including rental of space to another, for activities that are not directly related to the exhibition.
15. The Exhibitor does not have the right to execute any advertising activity and/or publicity and/or put up signs including distribution of flyers, and/or make use of the name or logo of the Company, unless with prior coordination and with the Company's written approval. Regardless of the aforementioned, the Exhibitor is entitled to execute relevant advertising activity in his allotted display unit, and this without creating any disturbance to the entire exhibition and/or the other exhibitors.
16. The Exhibitor is not entitled to endorse or assign his rights under this Agreement, all or in part, to another.
17. The Exhibitor hereby undertakes that his participation in the exhibition will be under his



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- sole responsibility and at his expense, as required by law, the competent authorities including the provisions of law, regarding intellectual property and copyrights.
18. The Exhibitor declares hereby, that he is aware that the venue owners/operators have engaged in agreements with concessionaires and service providers, including concessionaires in the fields of food, communication, electrical and safety engineers, as detailed in the Guidelines and Services Manual. Accordingly, the Exhibitor undertakes to comply with their instructions and use these suppliers. The Exhibitor hereby waives any claim and/or demand and/or argument in this regard.
 19. It is hereby clarified that the sale of food and beverages of any kind and/or cooking and/or their distribution are absolutely forbidden, unless by means of the food concessionaires. Breach of this provision will hold the Exhibitor liable for paying a fine.
 20. The Exhibitor will submit prior to the opening of the exhibition within two days, a certificate of approval from a Safety Engineer, and will act in accordance with the safety provisions and guidelines. An Electrical Engineer Inspector will provide additional certificates as necessary, including as specified in the Guidelines and Services Manual. Receipt of the certificates as aforementioned constitutes a suspending condition for the Exhibitor's participation in the exhibition. Notwithstanding the above, the exhibitor declares that he is aware that failure to fulfill safety regulations may cause damage to the entire exhibition and cause delays in opening the exhibition and he accepts full responsibility to such occurrence and damages arising from such an occurrence.
 21. Immediately at the end of the exhibition and/or in case of notice of annulment of the Agreement due to it being breached, the Exhibitor will vacate the exhibition grounds from any person and object and return the area to the Company in the same condition as it was given to him. Breach of this paragraph will entitle the Company to compensation according to the pricelist for space rental of the Trade Fairs Center.
 22. Cancellation of the Exhibitor's participation up to 90 days prior to the opening of the exhibition shall require the Exhibitor to pay the registration fees in full as well as half of the rental fees. Cancellation of the Exhibitor's participation after the aforementioned date shall require the Exhibitor to pay the registration fees in full as well as the rental fees in full.
 23. The Exhibitor shall be constituted liable towards the Company and towards any third party, for the entire duration of the exhibition including the setting-up and dismantling days, against any Damage of any kind or sort whatsoever and/or injury and/or loss to any person and/or property and/or anything found on the location including Company employees and/or anyone on its behalf, due to an act or failure to act or negligence of the Exhibitor and/or anyone on his behalf or any other party associated with the Exhibitors' activities with regard to the exhibition. The Exhibitor shall indemnify and compensate the Company for any Damage including Damage to property and/or constructive Damage and/or injury and/or loss as aforementioned and/or legal expenses, immediately upon receipt of the Company's initial demand for payment.
 24. The Company and/or anyone on its behalf will not be liable in any way for any loss and/or Damage and/or injury and/or expense and/or theft that may be caused to the Exhibitor and/or his property and/or his employees and/or anyone on his behalf and/or the Company and/or anyone on its behalf and/or any third party, including visitors at the display unit. Without derogating from this, notwithstanding the aforementioned, should the Company be deemed to bear some responsibility, it will be limited only to direct Damage and this is up to the Payment as paid by the Exhibitor.
 25. The Exhibitor undertakes to issue and maintains insurance policies with an authorized, reputable insurance company to cover all its liabilities according to this Agreement and guidelines in the Service Manual towards third parties and his employees, and to insure its goods prior to beginning the setting-up of the exhibition.
 26. To remove any doubt, it is hereby clarified that this Agreement does not establish employer-employee relations between the Company and the Exhibitor and/or anyone on his behalf and/or his employees.
 27. Breach of any of the provision of this Agreement shall entitle the Company with the right to notify the Exhibitor of the cancellation of his participation in the exhibition as well as remove him from the area even during and after the opening of the exhibition.
 28. Breach of any of the provisions of this Agreement shall entitle the Company with a financial compensation against any Damage and/or expense and/or loss and/or Damage caused to the Company and/or anyone on its behalf, and this in addition to any other relief lawfully due to it.

Approved by:

Company +Name _____

Signature _____ Date _____

