



POLSKA  
ORGANIZACJA  
TURYSTYCZNA

*Case no. 38/4/2018/ŻK*

## OPEN TENDER ANNOUNCEMENT

The subject matter of the contract:

**prepare and perform a media campaign in the United Arab Emirates (UAE) during the November - December 2018 period**

Warsaw, 02 of November 2018

**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: Dorota Zadrożna - phone (22) 536 70 43.

**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 2017, item 1579, as amended) 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 **prepare and perform a media campaign in the United Arab Emirates (UAE) during the November - December 2018 period**

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

**4) Contract completion period.**

The campaign is to be performed from the date of signing the contract until - 15th December 2018 period.

**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.
- 3) The Contracting authority shall acknowledge the Contractor to possess a technical or occupational ability, necessary to properly perform the contract, if the Contractor states that, in the period of the last 2 years before the deadline for

submission of tenders, and if the activity conducting period is shorter - in that period:

- 4) the Contractor performed at least 3 campaigns on the local market in the last 2 years, with a value of at least 30 000.00 USD each.
- 5) 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 media plan should be attached.
- 6) Contractor should provide an offer price represented in gross USD 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.
- 7) 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 **07.11.2018 at 10:00**. 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).
- 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	10%
2	Key Performance Indicator Achievement	90%

- 1) **"Price" criterium (P) - weight 10%. The points for the "Price" criterium will be calculated as follows:**

$$P = P_{\min}/P_o \times 10 \text{ pts}$$

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) **"Key Performance Indicator Achievement" criterium - weight 90%. The points for the "Key Performance Indicator Achievement" criterium will be calculated as follows:**

$$P_T = T_o / T_{max} \times 90 \text{ pkt}$$

where:

$P_T$  - the points given to the currently evaluated offer for the "Key Performance Indicator Achievement" criterium,

$T_{max}$  - the highest value in a criterium across all offers,

$T_o$  - the value of the currently evaluated offer in a criterium,

An offer will receive 0 points if the Contractor declares an equal or a smaller issue of the following Key Performance Indicators for at least of the following communication channel mentioned below:

Facebook – 20.000 clicks

Instagram – 5.000 clicks

Google – 6.000 clicks

Display banners – 600.000 impressions

YouTube – 242.500 views

An offer will receive 0 points if the Contractor changes KPI balance values between the communication channels mentioned below:

Facebook – 64,5%

Instagram – 16,1%

Google – 19,4%

Contracting authority allows for a deviation from the aforementioned % values of up to 0.2 percentage points.

Contracting Authority shall evaluate all offers and choose the best one on the basis of the criterion of the lowest price. Contracting authority shall grant the contract to the Contractor whose offer both meets all of the requirements arising from the Announcement and is marked by the lowest price.

## **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.

## **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**

The subject matter of the Contract is **to prepare and perform a media campaign in the United Arab Emirates (UAE) during the November - December 2018 period.**

The subject of work is to conduct the reach campaign, whose purpose is to increase the recognition of Poland as an interesting travel destination for the residents living in the United Arab Emirates area and encourage them to visit Poland.

Poland provides unforgettable memories, especially with regard to the number of attractions, the beauty and diversity of the landscape and the high level of services. It is a modern and green country with a lovely temperate continental climate. Poland is also a country where one can do some very attractive shopping. The key tourism products which the Contracting authority supports in this area are:

- Culture,
- City breaks,
- Medical tourism, spa and wellness,
- Gastronomy,
- Nature,
- Shopping.

### **1. Target group.**

The campaign shall be directed to adults, between 30-50 years of age, belonging to the middle class and higher class. According to the available information women play an important part as the final decision-makers.

### **General conditions:**

In order to perform the subject matter of the Contract, Contractor's responsibilities include:

1. preparing recommendations regarding the media campaign,
2. conducting the media campaign.

### **2. Preparing recommendations regarding the media campaign.**

The Contracting authority expects from the Contractor - according to the media plan attached below - a recommendation regarding the number of clicks on the advertisement/ the number of views of the advertisement in the media channels included in the aforementioned media plan. The Contractor is also responsible for providing technical specifications to all of the advertising materials included in the media plan and the date of their delivery, which will allow for the promotional campaign to start in the time specified in the media plan.

The advertisement will direct to the website: <https://www.poland.travel/en>

### **3. Conducting the media campaign.**

1. The Contractor will prepare the media plan according to the Key Performance Indicator values recommended in point 2. An integral part of the media plan will be a list of keywords, which will be used during the campaign.
2. The Contractor will conduct the advertising campaign according to the media plan prepared by the Contractor and accepted by the Contracting authority.

3. The Contractor will monitor and optimize the course of the campaign.
4. The Contractor will draw up a final report with the results of the campaign using screenshots taken on the first day of advertisements being displayed, and using an Excel table with the statistics concerning displayed advertisements.

**4. The deadline for the campaign.**

The campaign is to be performed from the date of signing until - 15th December 2018 period.

**5. Key Performance Indicators.**

The number of clicks on the advertisement/ the number of views of the advertisement in the media channels included in the media plan.

6. The designs will be prepared by the Contracting authority according to the technical specifications delivered by the Contractor.
7. Charges stemming from the exchange rate differences will be covered by the Contractor.
8. The campaign budget along with the Contractor's remuneration: up to 115,000 PLN gross.

**Media plan:**

9. Media plan:

Publisher	Placement   Targeting   Data Options	Formats	Buying Model	Estimated Results
Facebook	News Feed	Website Click Ads	CPC Max Bid	20 000 Clicks
Instagram	UAE, individuals and families, Age: 30-50 Category : Travel, Lifestyle	Website Click Ads	CPC Max Bid	5 000 Clicks
Google Search	Google search ads UAE, individuals and families, Age: 30-50 Category : Travel, Lifestyle	Headline 1: 30 Headline 2: 30 Description: 80	CPC	6 000 Clicks
Display	Open exchange UAE, individuals and families, Age: 30-50 Category : Travel, Lifestyle	Static Image Desktop - 300x250, 300x600, 728x90 Mobile - 300x50, 320x50, 320x480	CPM	600 000 Impressions
Yotube	Video content UAE, individuals and families, Age: 30-50 Category : Travel, Lifestyle	In-stream video	CPV	242 500 Views

**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 **prepare and perform a media campaign in the United Arab Emirates (UAE) during the November - December 2018 period, no. 38/4/2018/ZK**, in compliance with the requirements specified in the Announcement, we would like to offer our service for the lump sum of:

**PRICE: ..... USD gross,**

in words ..... USD gross.

including:

remuneration for a month of service: ..... **USD (with VAT).**

**KPI value : declared numbrers**

<b>Platform</b>	<b>Declared numbers of clicks</b>	<b>Declared numbers of views in media channels indicated in media plan</b>
<b>Facebook</b>		
<b>Instagram</b>		
<b>Google Search</b>		
<b>Display</b>		
<b>YouTube</b>		

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.
  - Media plan

.....  
..... 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 **prepare and perform a media campaign in the United Arab Emirates (UAE) during the November - December 2018 period**, , 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

#### § 2

The subject matter of the contract is **to prepare and perform a media campaign in the United Arab Emirates (UAE) during the November - December 2018 period.**

In order to perform the subject matter of the Contract, Contractor's responsibilities include:

- a) recommendations regarding a media campaign,
  - b) performance of a media campaign.
3. Recommendations regarding promotional campaign are meant as:
- a) providing the number of clicks on the advertisement/ the number of views in the media channels specified in the media plan constituting Attachment No.... of this Contract,
  - b) providing technical specifications to all of the advertising materials included in the media plan and the date of their delivery, which will allow for the promotional campaign to start in the time specified in the media plan,
  - c) directing clicks to the website: <https://www.poland.travel/en>.
4. Performance of the media campaign is meant as:
- a) preparing a media plan, which will constitute the Attachment No..... of this Contract An integral part of the media plan will be a list of keywords, which will be used during the campaign,
  - b) performing a media campaign according to the media plan prepared by the Contractor and accepted by the Contracting authority.
  - c) monitoring and optimizing the course of the campaign,
  - d) drawing up a final report with the results of the campaign with the screenshots taken on the first day of advertisements being displayed, and with an Excel table with the statistics about displayed advertisements.

#### § 3

1. The Contractor is obliged to perform the Contract according to the submitted offer, description of the subject matter of the Contract (Attachment No. 1 of this Contract) and the Contract entered into.
2. The Contractor undertakes to provide services at the highest professional level, in line with the applicable law and in line with the Contracting authority's interests as well as in cooperation with the abovementioned.
3. The Contractor will endeavour to efficiently and timely perform the subject matter of the Contract.
4. The Contractor, while performing this Contract, shall act with due care in regard to the applicable law, with the aim of professional approach of performing activities and - in particular - protecting the Contracting authority's best interests. Additionally, the Contractor assures that the number of people involved in performing the Contract and their professional qualification will provide the highest quality performance of the subject matter of the Contract.

5. While conducting this Contract and performing activities on its basis, the Contractor can rely on third parties only to an extent necessary for a proper implementation of the abovementioned, with an indication that the Contractor is responsible for all of their actions in the same manner as he is responsible for his own.

#### **§ 4**

1. The Contracting authority agrees to cooperate with the Contractor in order to ensure a proper implementation of the Contract, especially in the regard of sharing all necessary documents, information and explanations, particularly in the event of absence of necessary documentation, in a way and within the time limits which allow for the correct performance of the responsibilities stemming from this Contract.
2. The designs will be prepared by the Contracting authority according to the technical specifications delivered by the Contractor.

#### **§ 5**

1. For a contact person and an overseer during the performance of the subject matter of the Contract, the Contracting authority appoints:  
.....
2. For a contact person and a signatory for the acceptance protocol, the Contractor appoints:  
.....
3. A change of individuals mentioned in paragraphs 1 and 2 of this clause does not change the Contract. The change occurs by written statement which notifies the other party of the change and establishes another individual or individuals, which were appointed for the performance of the subject matter of the Contract.

#### **§ 6**

1. For the conduct of the subject matter of the Contract, the Contractor shall be granted a remuneration of ..... gross (in words: .....).
2. The reception of the subject matter of the Contract by the Contracting authority will be confirmed by the acceptance protocol, signed by the Contracting authority's appointed representative. The acceptance protocol will constitute the basis for the Contractor issuing a VAT invoice for an amount specified in § 6, paragraph 1.
3. The basis for payment will be the VAT invoice issued by the Contractor and approved by the Contracting authority.
4. The remuneration shall be paid by a transfer, within 14 days from the date of receiving the receipt. The day on which the transfer order is made by the Contracting authority shall be considered the date of payment.
5. The Contractor hereby consents to any deductions from the remuneration made by the Contracting authority if any contractual penalties arise.
6. Charges stemming from the exchange rate differences will be covered by the Contractor.

#### **§ 7**

1. For any delay in the performance of any part of the subject matter of the Contract mentioned in § 2, subclause 3, point b), subclause 4, point b), the Contractor shall pay the Contracting authority a contractual penalty of 0.5% total remuneration specified in § 6, paragraph 1 for every started day of delay in accordance with an approved schedule.
2. For failing to perform the subject matter of the Contract, the Contractor will be required to pay a contractual penalty in proportion to the total remuneration specified in § 6, paragraph 1.
3. A payment of the abovementioned contractual penalties shall not exclude the Contracting

authority's right to pursue claims under general principles of civil law, in the event of the amount of damages exceeding the amount of contractual penalty.

4. The Contractor consents to any deductions from the remuneration specified in § 6, paragraph 1 stemming from any contractual penalties.
5. Contractual penalties shall add up.

### § 8

1. The Contracting authority has the right to withdraw from the Contract in the event of the Contractor failing to perform § 2, subclauses 2-5 of this Contract. The Contracting authority has the right to withdraw from the Contract by written statement delivered to the Contractor within 30 days from the date of receiving the information about the circumstances which might constitute the withdrawal.
2. The Contracting authority's right to withdraw does not limit its right to demand from the Contractor the contractual penalties mentioned in § 7.

### § 9

1. As part of the implementation of the Contract, at the time of the delivery of the subject of the Contract the Contractor transfers all copyrights and the exclusive right of authorising to use any related rights of the subject of the Contract onto the Contracting authority. This covers all fields of exploitation mentioned under article 50 in the Act of 4 February 1994 on Copyright and Related Rights (consolidated text J.L. of 2018, item 1191), especially:
  - a) fixation,
  - b) reproduction of the work in any way and in any form,
  - c) loading into the computer memory,
  - d) distribution in Poland and abroad,
  - e) broadcasting using computer networks (including Web),
  - f) exhibition, displaying,
  - g) free dissemination in all Contracting authority's promotional materials and in media.
2. Along with the transfer of the copyrights related to the subject matter of this Contract, the Contractor, due to the remuneration specified in § 6, paragraph 1, transfers onto the Contracting authority the ownership of the medium on which the subject matter of the Contract is fixed, at the same time transferring the right to modify the subject matter of the Contract in any way, while authorising the Contracting authority to exercise the related rights on all fields of exploitation specified in the paragraph 1.
3. The Contracting authority has the right to modify, adapt and combine the subject matter of the Contract with other projects and to use it on each and every exploitation field.
4. The transfer of the copyrights is valid for an indefinite period of time and unlimited to place.
5. The Contractor declares that the produced works will not be affected by any third-party copyrights; most importantly, the usage of these works by the Contracting authority will not violate any intellectual property rights, including third party rights.
6. The Contractor is responsible to the Contracting authority for any legal defects of the subject matter of the Contract, especially for the claims of third parties over intellectual property rights infringement.
7. In the event of any claims of third parties over any copyrights related to the subject matter of the Contract made against the Contracting authority before the court, the Contractor shall undertake, at his own cost, legal actions protecting the Contracting authority from these claims. In particular, the Contractor shall step into the place of - or, if the abovementioned is not possible, join - the Contracting authority in any proceedings against them. The Contractor is obliged to reimburse any damages and entitlements, legal assistance costs and costs due to any

third-party rights infringement incurred by the Contracting authority within 14 days from the date of the Contracting authority's request. The reimbursement of legal assistance costs includes the reimbursement of deliberate and incurred documented costs related to the defence against any claims of third parties mentioned above.

### **§ 10**

Adhering to the obligation resulting from the article 13 paragraphs 1 and 2 of the 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 (hereafter referred to as "GDPR"), we inform that:

- 1) personal data of individuals specified as contact persons in the implementation of the Contract mentioned in § 5 is processed by the Polish Tourism Organisation, with headquarters in Warsaw, Chałubińskiego Str. 8 (00-613), which acts as a data controller,
- 2) Polish Tourism Organisation's Data Protection Officer can be contacted either:
  - a) by e-mail: dpo@pot.gov.pl or
  - b) by writing to the data controller's address: Polish Tourism Organisation, Chałubińskiego 8 street, 19th floor, 00-613, Warsaw.
- 3) the personal data of individuals mentioned in the subclause 1 are processed according to the article 6, paragraph 1, points b) and c) of GDPR necessary for the performance of this Contract,
- 4) personal data will not be made available to entities other than the ones specified in the legislation,
- 5) personal data will not be transferred to any third country or international organisation,
- 6) personal data will not be processed by automated means and will not be used for profiling,
- 7) personal data mentioned in the subclause 1 will be stored for the duration of the Contract and 5 years after the end of the Contract, according to the archival category,
- 8) the obligation to provide the data stems from the legislation regarding processing data for the purposes mentioned in the subclause 3), providing data stems from the contractual relationship and is necessary for the performance of the Contract,
- 9) individuals mentioned in the subclause 1) have the right to:
  - a) access their personal data, on the basis of the article 15 of GDPR,
  - b) rectify their personal data, on the basis of the article 16 of GDPR,
  - c) request from the data controller to limit the processing of personal data, on the basis of the article 18 GDPR, without prejudice to the cases referred to in article 18 paragraph 2 GDPR.
- 10) individuals mentioned in the subclause 1) do not have the right to:
  - a) erase the personal data, in accordance with the article 17, paragraph 3, points b), d) and e) of GDPR,
  - b) transmit personal data, mentioned in the article 20 of GDPR,
  - c) object to personal data processing, mentioned in the article 21 of GDPR, since the legal basis for such processing is the article 6, paragraph 1, point c) of GDPR.
- 11) Individuals mentioned in the subclause 1) have the right to file a complaint with the supervisory authority in a manner set out in the GDPR and in Polish law, especially in the manner set out in the law on personal data protection, if they regard that the processing of the personal data

violates the GDPR legislation.

The address of the supervisory authority: President of the Personal Data Protection Office,  
Stawki 2 street, 00-193 Warsaw, phone 22 5310300, fax. 22 5310300, [kancelaria@uodo.gov.pl](mailto:kancelaria@uodo.gov.pl)

**§ 11**

Any disputes shall be referred to the court appropriate to the Contracting authority.

**§ 12**

To all matters not settled herein provisions of the Act of 4 February 1994 on Copyright and Related Rights and the Civil Code shall apply.

**§ 13**

Any amendments to the Contract shall be null and void unless made in writing.

**§ 14**

This Contract has been drawn up in two counterparts, one for each of the parties.

(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 (dd/mm/yyyy - dd/mm/yyyy)	Subject matter - the name and a short description of the service	Gross value of the service in USD	Type of the experience (own, subcontractor's, another entity's)
In the period of the last 2 years before the deadline for submission of tenders, and if the activity conducting period is shorter - in that period, the Contractor performed, with due diligence, at least 3 campaigns on the local market in the last 2 years, with a value of at least 30 000.00 USD					
1.			from ..... to .....		
2			from ..... to .....		
3			from ..... to .....		

.....

(the signature of the authorised Contractor's representative)