



POLSKA
ORGANIZACJA
TURYSTYCZNA

Case no. 51/4/2018/ŻK

OPEN TENDER ANNOUNCEMENT

The subject matter of the contract:

**Complex services for the Polish Tourism Organization in the areas of marketing,
Internet Public Relations conducted on the Israeli market.**

Warsaw, 28th of December 2018

1) Title 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
- 4) E-mail: 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 **Complex services for the Polish Tourism Organization in the areas of marketing, Internet Public Relations conducted on the Israeli market.**

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 until June 30, 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.
- 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, has been performing services in the period of the last 3 years before the deadline for submission of tenders,

and if the activity conducting period is shorter - in that period minimum 3 national tourist boards (the minimum time of cooperation with each NTO is 6 months) – on the local, Israeli, market.

- 4) 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).
- 5) 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.
- 6) 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 **03.01.2019 at 16:00 CET**. 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
- 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.

No.	Description of the criteria	Weight
1	Price	100%

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**DETAILED DESCRIPTION OF THE SUBJECT OF THE ORDER**

1. Project Title: Complex services for the Polish Tourism Organization in the areas of marketing, Internet Public Relations conducted on the Israeli market.
2. Description of the project's objectives: the main objective of the project is the promote Poland as an attractive place for tourists from the Israeli market.
3. Description of the subject of the contract: the subject of this order consists of services performed on the Israeli market, in Hebrew (January-June,30,2019).
4. The scope includes:

PR & MEDIA		
Activities promoting Poland tourism on any media channel	This includes complete PR support and activities targeted to all the media channels in Israel for the public & tourism trade industry as: printed newspapers, online news websites, magazines, tourism newspapers and websites, TV, Radio, etc.	Official press releases will be prepared and distribute each month. The goal is to push as much as possible articles and publications about Poland Tourism, but the minimum is 20 clips each quarter.
Preparing and distributing Hebrew Press releases		1 or 2 max' per month sent to minimum 10 high level journalists (agency database). The agency, upon request of the Polish Tourist Organization, is obliged to provide the names of media to which the press release will be sent.
Press trips		Recommending and inviting of valuable journalists, bloggers and /or opinion leaders. The costs of organizing press trip are not scope of this order.
INTERNET		
Hebrew website – www.polin.travel maintenance and updating	Constant maintenance, updates and replying to correspondence send through the website.	Hebrew content written in professional and promotional way is required.

	As the new official layout is going to be implemented soon the following services are also required: - content review - new menu and new content (texts) set up	
Publishing posts on online travel forums	Publishing posts on online travel forums ("non-commercial" forums). All posts must be in accordance with the local law or respected rules.	1-2 per month.
Facebook	Publishing posts	3 posts a week
B2B & MARKETING ACTIVITIES		
Maintaining and updating database of tour operator & travel agencies in Israel which relevant for Poland. A monthly Hebrew newsletter will be prepared and send		All year
Active marketing and sales to encourage local tour operators & travel agencies to sell Poland	Identifying and approaching Poland to the relevant managers. Networking constantly with them (at least 10 each month) to promote and encourage sales to Poland arranging meetings, when needed. Preparing and sending them updated materials, photos and polish suppliers contacts. Arranging 1-2 presentations during a full year on leading and relevant travel agencies with representative from Poland Tourism and/or us – possibility.	All year
Study/familiarization trips to Poland		Recommending and inviting of valuable tour operators. The costs of organizing Study/familiarization trips are not scope of this order
OTHER ACTIVITIES		
IMTM 2019	PR support before and during the event (inviting	January-February

	media, tour operators arranging meeting between polish and Israeli t.o., organizing B2B networking meeting on 13 th of February in one of restaurant in Tel Aviv – preparing and sending invitations, rsvp list, program of the event, supervising speeches). PTO is responsible for booking and paying for the venue and catering in the venue.	
Working with the Polish Tourism Organization management team for complete local support	setting meetings with relevant tour operators, support during local events and exhibitions, sending any updates, news and requests from the local trade market regarding Poland, suggest and support with other possible creative promotional activities, etc.	All year
Preparation of Polish Tourism Organization local publications, newsletters, online banners and ads for the Israeli market including translation into Hebrew	The designs and translations for this It's based on the local needs and constant activities, like: preparing invitations for press/study trips and events, magazine's ads, banners and newsletters.	All year
Monitoring of advertising activities (campaigns) of other tourist destinations on Israeli market		All year

5. The country of the Contracting Authority - Poland

6. Project Location – Israel

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 **Complex services for the Polish Tourism Organization in the areas of marketing, Internet Public Relations conducted on the Israeli market, no. /.../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 (including VAT tax),**
 in words USD gross.

including:

remuneration for a month of service: **USD gross (including VAT tax).**

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.
 -

..... 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 **Complex services for the Polish Tourism Organization in the areas of marketing, Internet Public Relations conducted on the Israeli market**, 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

Subject of the agreement

§ 1

1. The subject of the Agreement are comprehensive marketing, public relations and online activities provided for the Contracting Authority on the Israeli market.
2. The Agreement is concluded on the basis of 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

Rights and obligations of the Economic Operator

§ 2

1. The Economic Operator's activities in the field of promoting Poland as an attractive tourist destination on the Israeli market will be based on "Schedule of promotional activities on the Israeli market" constituting Annex no. 1 to Agreement.
2. The Economic Operator confirms to have all the qualifications, powers as well as both experience and knowledge necessary to carry out the subject-matter of the Agreement.
3. The Economic Operator undertakes to perform the subject matter of the Agreement with all utmost care so as to secure the interests of the Contracting Authority as best as possible.
4. The Economic Operator declares to perform the subject matter of the Agreement personally, with the use of its own human resources, excluding the possibility to execute the subject matter of the Agreement by third parties without prior written consent of the Contracting Authority.

§ 3

1. The Economic Operator shall be obliged to agree with the Contracting Authority on the final version of the Schedule of promotional activities attached to the offer price as well as obtain written approval from the Contracting Authority, sent by electronic means, concerning the content of that Schedule - within 5 days from the date of signing the Agreement.
2. The Economic Operator shall be obliged to send to the Contracting Authority by electronic means a report including, in particular:
 - a. summary of all publications that have been sent, including an information which of them has been published;
 - b. summary of the FB posts
 - c. summary of press releases and newsletters that have been sent;

- d. report of actions launched on the website www.polin.travel, including updates and replying to correspondence send through the website;
- e. comparison of the current results with the results from the previous corresponding period;
- f. summary of all posts that have been published on online "non-commercial" travel forums;
- g. summary of all updates of database of tour operator & travel agencies in Israel which relevant for Poland;
- h. Monitoring of advertising activities of other tourist destinations on Israeli market.

Rights and obligations of the Contracting Authority

§4

1. The co-operation between the Contracting Authority and the Economic Operator shall neither exclude nor limit the Economic Operator's possibility to act on its own on the Israeli market, in particular in the field of tourism promotion of Poland, which the Economic Operator hereby acknowledges and irrevocably agrees.
2. Despite the conclusion of the Agreement, the Contracting Authority allows the possibility to commission execution of selected promotional activities to other entities operating on the Israeli market, which the Economic Operator hereby acknowledges and irrevocably agrees.
3. The Contracting Authority, according to the "Schedule of promotional activities on the Israeli market" shall be obliged to pass guidelines and text materials in electronic form at the address indicated in § 11 (2).
4. In the event of a delay in the delivery of the aforesaid materials, the start date for works by the Economic Operator may be extended by the number of days of delay of the Contracting Authority.

Payments

§ 5

1. The total value of this Agreement shall be fixed on the gross amount not greater than (in words:), which amounts to price of zloties (in words:) according to the official exchange rate calculated on the date of signing the Agreement (Narodowy Bank Polski exchange rate – table of).
2. This amount includes any fiscal charges and costs related to its execution.
3. The equivalent of the amount expressed in zloties may change according to the exchange rate of euro calculated on the day preceding the day of issue of each single invoice.
4. The Parties agree that, for the due, complete and timely performance of the tasks referred to in § 3 the Contracting Authority will pay monthly to the Economic Operator a gross USD (in words:). If the contractor does not start their work on the first day of a given month, the Contracting Authority will divide the monthly remuneration by the number of days in a given month and multiply it by the number of the actual working days.
5. Payment of remuneration referred to in § 5 (4) shall be made within fourteen days of the date of the Contracting Authority's receipt of the invoice that the Economic Operator will issue after the Parties sign the report on operations in accordance with §

- 3, by bank transfer to the bank account indicated by the Economic Operator in the invoice.
6. The payment date shall be the date of setting a payment order by the Contracting Authority in the Contracting Authority's bank..

Contractual Penalties

§ 6

1. For non-commencement of the Subject of the Agreement within the time limit referred in the "Schedule of promotional activities on the Israeli market" the Economic Operator shall pay to the Contracting Authority contractual penalty in the amount of 2 % of the amount of the total gross salary referred to in § 5 (1) for each day of delay.
2. The Economic Operator shall pay to the Contracting Authority contractual penalty in the amount of 20 % of the amount of the total gross salary referred to in § 5 (1) in the case of withdrawal from the Agreement by the Economic Operator or by the Contracting Authority, but due to reasons attributable to the Economic Operator. In particular, the Contracting Authority has the right to withdraw from the Agreement if the Economic Operator is in arrears with the implementation or completion of operations covered by the Agreement so far that it is unlikely that it will be possible to complete them in the time agreed upon.
3. The Contracting Authority reserves the right to apply contractual penalties from the Economic Operator's due remuneration.
4. The Contracting Authority reserves the right to claim compensation in excess of the amount of reserved contractual penalties under relevant laws and regulations laid down in the Polish Civil Code, regardless of the implementation of the rights deriving from the reservations of a contractual penalty.

General provisions

§ 7

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.

§ 8

This Agreement is concluded for an unlimited period. The Agreement shall enter into force on the day of its conclusion and will apply until 31st December 2018.

§ 9

1. The Contracting Authority may withdraw from the Agreement in the event of a significant change of the circumstances that would cause the performance of the Agreement not to be in the public interest, which could not have been foreseen at the time of the conclusion of the Agreement, or the continuation of the agreement performance may jeopardize the material interest of state security or public security. The Contracting Authority may withdraw from the Agreement within thirty days from the date of becoming aware that these circumstances, by submitting a written statement to the Economic Operator.
2. In case referred to in paragraph 1 of this Article, the Economic Operator may only require payment for actually performed of the ordered service.

§ 10

The Contracting Authority does not agree to the assignment of claims arising from the implementation of the Agreement on behalf of third parties.

§ 11

1. Any changes to this Agreement must be made in writing or else shall be null and void.
2. In case of any disputes that may arise from the implementation or interpretation of the Agreement, the Parties will seek to resolve them amicably and if unsuccessful, the only competent court having jurisdiction will be the Polish common court of with territorial jurisdiction according to residence.
3. This Agreement shall be governed by the Polish law.

§ 12

1. The Contracting Authority hereby indicates Dorota Zadrożna (phone no. +48 22 536 70 43), email: dorota.zadrozna@pot.gov.pl to contact the Economic Operator, supervise the implementation of this Agreement, conclude arrangements and confirm the proper execution of the ordered services, whereby this person shall not be entitled to submit statements of will on behalf of the Contracting Authority.
2. As for the Economic Operator, the person responsible for the performance of the contract shall be (phone no.), email [.....](#)

§ 13

1. The Agreement along with annexes have been drawn up together in four copies, two in Polish and two in English, one for each of the Parties. In the event of a dispute, the Polish language version shall be binding and decisive.
2. The Annexes to this Agreement shall form an integral part thereof.

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
In the period of the last 3 years before the deadline for submission of tenders, and if the activity conducting period is shorter - in that period, the Contractor has been performing services for minimum 3 national tourist boards (the minimum time of cooperation with each NTO is 6 months) – on the local, Israeli, market.			
1.			from to
2			from to
3			from to

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