



**INNOWACYJNA GOSPODARKA**  
NARODOWA STRATEGIA SPÓJNOŚCI



POLSKA  
ORGANIZACJA  
TURYSTYCZNA

UNIA EUROPEJSKA  
EUROPEJSKI FUNDUSZ  
ROZWOJU REGIONALNEGO



*Ref. No.:8/4/15*

## ANNOUNCEMENT OF THE CALL FOR PROPOSALS

Object:

**"Organisation of roadshow for Polish Tourist Organisation in China in three cities: Beijing, Chengdu and Shenzhen on 26th-30<sup>th</sup> of April 2015"**

Warsaw, March 2015

## **1. (Company) name and address of the Contracting Authority:**

Polish Tourist Organisation (POT)

- organisational unit responsible for the public procurement procedure and awarding the contract:

- (a) Address of the Contracting Authority: ul. Chałubińskiego 8, 00 – 613 Warsaw
- (b) Fax: +48 22 5367004
- (c) [www.pot.gov.pl](http://www.pot.gov.pl)
- (d) E-mail: [pot@pot.gov.pl](mailto:pot@pot.gov.pl)
- (e) Contact person: Emilia Kubik – telephone No. (22) 536 70 54.

## **2. Contract award procedure:**

2.1. The procedure is carried out without application of the Act of 29 January 2004 - Public Procurement Law (Dz. U. of 2013, item 907, as amended), in conjunction with Article 4(8) of the Act.

2.2. The procedure is carried out on the basis of internal regulations of the Polish Tourist Organisation and in accordance with the rules specified herein.

2.3. The Contracting Authority would like to inform that the procedure is an open call for proposals, i.e. each Contractor may submit a tender under this procedure. Moreover:

- 1) the Act of 29 January 2004 - Public Procurement Law (Dz. U. of 2013, item 907, as amended) will not apply;
- 2) notification of the selected tender will not be interpreted as its acceptance;
- 3) the Contracting Authority reserves the right to:
  - (a) cancel the procedure or to annul it in whole or in part at any time;
  - (b) close the procedure without selecting any tenders;
  - (c) modify the deadlines specified in the announcement;
  - (d) request detailed information and clarifications from Contractors at any stage of the procedure;
- 4) if the Contracting Authority executes any of the rights referred to in Point (3) above, the Contractors will not be entitled to any claims for their participation in the procedure.

## **3. Object of the contract:**

The subject of this tender is organisation of roadshow for Polish Tourist Organisation , means the cycle of 3 workshops in China: Beijing, Chengdu and Shenzhen on 26<sup>th</sup>-30<sup>th</sup> of April 2015.

Full description of the object of the contract has been provided for in Appendix 1 hereto.

## **4. Deadline and method of contract implementation:**

26<sup>th</sup>-30<sup>th</sup> of April 2015.

## **5. Terms and conditions of participation in the procedure:**

5.1. All Contractors may participate in the procedure, provided they document that they meet the criteria listed below:

A. Having sufficient knowledge and experience.

Contractors shall be considered eligible for applying for this contract if they meet the requirements concerning sufficient knowledge and experience.

In order to confirm the knowledge and experience, the Contractor should demonstrate that within the previous three years before the deadline for tenders submission, or if the duration of the activity is shorter –



within this period, the Contractor had properly provided at least three services under two or three separate contracts performed in the territory of China for the entity from any European administrative region, European region, or European country, each consisting, at least, in the implementation of actions comprising:

- 1) counselling on tourist marketing,
- 2) promotion of tourist attractions, e.g. sites, cities, tourist products or events during bilateral tourist workshops or travel fairs,
- 3) organisation of press conferences or briefings for Chinese journalists,

**B. Having appropriate personnel capable of performing the contract.**

The Employer confirms that the Contractor fulfilled the condition concerning personnel capable of performing the contract if they submit a list of persons who will perform the contract fulfilling at least the following conditions:

**a) in the field of tourist promotion:**

The Marketing Consultant of tourist destinations with at least 5 years of professional experience in the tourist industry on the Chinese market, having knowledge and experience facilitating performance of the contract. Such person has to have higher education and be fluent in at least two languages in writing and speaking: Chinese (Mandarin) and English.

**b) in the field of PR:**

The PR Specialist with at least 3 years of professional experience in media on the Chinese market in the following area: organisation of press conferences, briefings. Such person has to be fluent in at least two languages in writing and speaking: Chinese (Mandarin) and English.

5.2. If any Contractor submits a tender which does not directly confirm the fulfilment of the conditions referred to in Point 5.1., such tender will not be considered, subject to Point 6.4. hereof.

5.3. In the course of the procedure, the Contracting Authority may request production of documents confirming that the conditions of participation in the procedure have been met, in particular:

- (1) with regard to knowledge and experience, production of a document issued by the entity for which the Contractor had performed the contract, attesting that the contract had been duly performed;
- (2) with regard to persons capable of performing the contract, production of relevant documents confirming the knowledge of the required languages, except the language of which the given person is the native speaker.

In such situation, the Contractor will be obliged to produce the requested documents within the deadline and at the place specified by the Contracting Authority, otherwise their tender will not be considered.

**6. Tender submission deadline:**

6.1. All tenders should be submitted no later than by **02.04.2015 by 12:00 p.m.** Tenders delivered to the Contracting Authority after that deadline will not be considered. Tenders may be submitted in writing Polish Tourist Organisation, ul. Chałubińskiego 8, 00-613 Warsaw or sent in electronic version to the e-mail address: [katarzyna.opasek@pot.gov.pl](mailto:katarzyna.opasek@pot.gov.pl).

6.2. Tenders should be submitted in Polish or English language.

6.3. Contractor's tender consists of the completed tender form and the documents attached to confirm that the Contractor meets the criteria for participation in the procedure.

6.4. The Contracting Authority may request clarification or supplementation of the submitted tender by the Contractor. Tenders of Contractors who fail to respond to such requests or who respond in the manner the Contracting Authority considers insufficient will not be taken into account.



## **7. Tender selection criteria:**

The Contracting Authority will select the tender on the basis of the price criterion, i.e. the contract will be awarded to the Contractor offering the lowest price for the performance of the object of the contract.

## **8. Appendices:**

- (1) Description of the object of the contract;
- (2) Tender form;
- (3) Form attesting that the Contractor meets the participation criteria;
- (4) Agreement template.

## Appendix 1

### **Detailed description of the object of the contract concerning organisation of roadshow for Polish Tourist Organisation – cycle of 3 workshops in 3 Indian cities in China: Beijing, Chengdu and Shenzhen on 26<sup>th</sup> -30<sup>th</sup> of April 2015”**

#### **INTRODUCTION:**

The Polish Tourist Organisation is one of over 55 of national tourist organisations operating worldwide. The objective of its activity is to promote Poland as a modern country attractive to tourists and providing high quality services at good prices.

Within the joint campaign the following products are promoted: city and cultural tourism, UNESCO objects, cultural events, spa & wellness. Promotional activities on the Indian market have been conducted with the use of the following tools:

- a. organisation of promotional stands on tourist fairs in Beijing, Kunming, Shanghai, Guangzhou and Hong Kong;
- b. organisation of road shows with the participation tourist industry ;
- c. organisation of study visits for journalists and tour operators;
- d. advertisements in trade and consumer press.

POT is beneficiary of project „I like Poland” implemented with in Innovative Economy Operational Programme , cofinanced by European Union from European Regional Development Fund. Component A of the project implements "Multimedia campaign in China, India and Japan". Currently, within Component A project „I like Poland” we plan to organize a series of promotional actions in China, f.ex. workshops in Beijing, Chengdu and Shenzhen for Polish-Chinese travel industry in order to better commercialize Polish tourist product.

#### **ACTIONS TO BE PERFORMED BY THE CONTRACTOR**

##### **Organisation of presentations and workshops, as well as briefings/press conferences for journalists.**

The subject of this tender is the organisation of a cycle of 3 workshops for Chinese tour operators (including the representatives of the meetings industry) and Chinese journalists with the participation of tour operators from Poland. Each meeting shall include a series of presentations of the Polish Tourist Organisation , time for bilateral workshop talks, a meal and a briefing for journalists (or a press conference).

1. Technical and location requirements: it is planned to organise the meetings in Beijing, Chengdu and Shenzhen. The meetings should be organised in conference rooms in a five-star hotel, centrally located in the city with a restaurant and buffet bar. The Contractor shall present the Employer for approval minimum two locations for each city at least 2 weeks before the date of planned start of each workshop. If Employer does not approve any of the proposed locations the Contractor shall present next locations meeting the same criteria within 3 working days.
2. The Contractor shall be also obliged to provide a speaker's platform, a presidential table for 5-10 persons, a screen for presentations (a standard conference 175x175 cm screen), a projector (at least 1366x768 pixels), sound system and 2 wireless microphones, and a laptop with an option to play DVD films and PowerPoint/Flash presentations. Separate tables for workshop meetings (number of the required tables shall be indicated by the Polish Tourist Organisation 7 days before the presentation) shall also be required in the conference room or in a separate room (depending on the meeting's programme agreed with the Polish Tourist Organisation). The Contractor shall provide the following hall scheme: seating space in theatre style, table for bilateral talks on both sides of the seating space.



The Contractor shall provide decorations of the room, including a banner ad of at least 2.5 width and 1.5 m informing about roadshow and promoting Poland and one roll-up for of at least 120 x 200 cm for each participant. Cost related to roll-up's production will be included in the tender offer and in financial- and subject schedule in two options: in maximum version including the participation of 15 subjects and in unitary version (assuming the participation of single subject). In case the delegation of participants will be smaller, the Contractor will obtain the remuneration for the production of rollup's actually produced.

3. At the presidential table the Contractor shall place the participants' name tags and tags with names/logotypes of the companies represented by the participants. The Contractor shall provide at least 2 hostesses to service the presentation and photographer to document each workshop. All participants of the meeting shall have access to the wireless Internet.
4. Dates and scenario of roadshow: The Contractor shall organize the cycle of workshop according to following schedule:
  - 26 April 2015 (Sunday)**  
Arrival of participants to Beijing, individual transfers to the hotel, orientation meeting.
  - 27 April 2015 (Monday)**  
Morning meeting in Beijing, including a presentation, workshop, briefing for the press, and lunch.  
Flight to Chengdu, transfer to the hotel in Chengdu.
  - 28 April 2015 (Tuesday)**  
Morning meeting in Chengdu, including a presentation, workshop, briefing for the press, and lunch.  
Flight to Shenzhen, transfer to the hotel w Shenzhen.
  - 29 April 2015 (Wednesday)**  
Morning meeting in Shenzhen, including a presentation, workshop, briefing for the press, and lunch.
  - 30 April 2015 (Thursday)**  
Individual transfers to the airport.

Each workshop shall be organized according to the following schedule:

- Welcome speech and introducing the participants
  - Presentations of tourist products promoting Poland performed by representatives of PTO
  - Bilateral talks/ briefing for journalists
  - Lunch
5. Requirements concerning board: it is planned to prepare catering in the form of buffet. The Contractor shall provide for the following menu: at least 4 types of cold and/or hot starters (including, at least, 1 vegetarian), at least 6 types of main courses (including, at least, 2 vegetarian), vegetarian soup, at least 2 types of cakes and/or sweets, hot and cold drinks (coffee, tea, water, at least 2 types of fruit juices, sodas); the menu should include Chinese cuisine (ca. 70%) and European cuisine (ca. 30%).
  6. Participants: from 50 to 120 Chinese tour operators and journalists may participate in each presentation in Beijing, Chengdu and Shenzhen; the Contractor shall provide the appropriate housing conditions for the biggest group in every place. Within the invited group of touroperators at least 30% will constitute companies specialised in meeting industry and incentive trips.
  7. Responsibilities of the Contractor related to servicing the meetings: The Contractor shall provide for the registration of the participants of the meetings, and shall provide the Polish Tourist Organisation with the Excel file including data concerning name and surname, name of the company (in the case of journalists – name of the represented medium), address of the company, position, phone number and e-mail address for every participant. The Contractor shall prepare and conduct briefings/press conferences planned during each meeting. The Contractor shall distribute any additional materials provided by the Polish Tourist Organisation for the purposes of the meetings. The Contractor shall be also obliged to perform the function of a moderator, prepare a presentation and to watch over the right course of the meetings and to intervene on ad hoc basis in the case of possible problems.



8. Materials: during the process of preparing and conducting presentations the Contractor shall provide for the set of the materials listed below. All materials prepared by the Contractor must be approved by the Polish Tourist Organisation. Materials that were not used during the meetings shall be stored by the Contractor and sent or transferred to other persons in a manner agreed with the Polish Tourist Organisation.
- invitations in electronic version in English for tour operators and journalists, sent in advance to at least 160 representatives of the Chinese tour operators, and to at least 20 journalists operating in the field of individual tourism and/or meetings industry. The Contractor shall prepare the text on their own, provide the typesetting and mailing, as well as provide the Polish Tourist Organisation with the list of addresses, at the latest 2 weeks prior to roadshow opening date.
  - The Contractor shall prepare and publish an advertisement informing about the planned meeting in the industry press and at an industry website at least two weeks in advance. Location and size of the advertisement shall be agreed with the Polish Tourist Organisation. The Contractor shall also guarantee that the coverage of the meeting and/or other press materials concerning the meeting will be presented in at least one industry medium.
  - The Contractor shall prepare and print brochure informing about the Polish delegates participating in certain meetings. Circulation of brochure should amount to 300 pieces in A5 format, 12-24 pages plus the cover, two-sided chalk paper + 115 g, chalk cover + 170g, colour print. The Polish Tourist Organisation shall provide the Contractor with texts in English concerning the participants, as well as photos and logotypes at least 30 days before the deadline for preparation and print of the brochure. The Contractor shall prepare the content, typesetting, print and distributio15 days before the planned presentation. In such case the amount assigned to the task shall be allocated to other action upon the Employer's consent.
  - The Contractor shall prepare and distribute press release for journalists participating in a briefing/press conference.
  - The Contractor shall produce 300 white linen bags for promotional materials in A4 format with the graphic logo of the Polish Tourist Organisation. The Employer may terminate this part of the contract, informing the Contractor about it 15 days before the planned presentation. In such case the amount assigned to the task shall be allocated to other action upon the Employer's consent.
9. Responsibilities of the Contractor related to the roll up's transport and other promotional materials transport mentioned in point 7).: The Contractor shall provide for the transport of roll up's and promotional materials between cities where the roadshow is planned and will deliver them to the place and time of workshops organisation.

**Contracting Authority: Polish Tourist Organisation**  
**ul. Chalubińskiego 8**  
**00 – 613 Warsaw**

## **T E N D E R**

In response to the announcement of the call for proposals regarding **"Organisation of roadshow for Polish Tourist Organisation in China in three cities: Beijing, Chengdu and Shenzhen on 26th-30<sup>th</sup> of April 2015"**, No.8/4/15, in accordance with the requirements specified in the announcement of 24.03.2015, we offer to perform the object of the contract for the following flat-rate price:

PRICE: PLN ....., gross,

(..... zloty, gross),

1. We represent that we have read the terms and conditions provided by the Contracting Authority in the announcement and that we do not object to any of them, that we have received all necessary information to prepare our tender and to perform the contract and that we accept the draft agreement and the deadline for the implementation of the object of the contract specified by the Contracting Authority.
2. If the contract is awarded to us, we commit to execute the agreement at the place and time specified by the Contracting Authority.
3. We attach to the tender the following forms:
  - Form attesting that the Contractor meets the participation criteria

.....  
Name and address of the tenderer:

.....  
NIP [Tax Identification Number] ..... REGON [Statistical Identification Number]  
.....

Correspondence address:

.....  
Contact person: .....

Telephone number: 0 (\*\*) ..... Fax number: 0 (\*\*).....

e-mail .....

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





**Form attesting that the Contractor meets the participation criteria**

**A. Knowledge and experience:**

Item	Entity for whom the contract was performed	Date of completion of the contract	Brief description of the contract confirming that the condition referred to in Point 5.1 of the announcement has been met
1.			
2.			
..			

**B. Personnel capable of performing the contract**

Item	Name	Languages (referred to in Point 5.1 of the announcement)	Brief description of experience (referred to in Point 5.1 of the announcement)
1.	Marketing Consultant:		
..	PR specialist		

.....

.....

(signature of the authorised  
representative of the Contractor)



## TERMS OF REFERENCE

### THE OBJECT OF THE CONTRACT

#### Article 1

The object of this contract is the organisation by the Contractor for the Employer a cycle of tourist workshops for Polish Tourist Organisation as well as briefings or conferences for journalists, as listed in the Detailed description of the object of the contract by the Contractor (Annex 1) pursuant with the Contractor's tender (Annex 2 to this contract is the excerpt from the Contractor's tender), as well as in line with this contract in order to promote Poland as an attractive tourist destination on the Chinese market, with particular focus on cooperation with Chinese media and tour operators.

### RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

#### Article 2

1. The Contractor's activity on the Chinese market in the field of promotion of Poland shall be based on the Detailed description of the object of the contract (Annex 1).
2. The Contractor shall declare that they have all qualifications, entitlements, as well as experience and knowledge necessary for the performance of the object of this contract.
3. The Contractor shall undertake to perform the object of this contract with due diligence in order to secure the interest of the Employer in best possible manner.

#### Article 3

1. The Contractor during all activities performed within the scope of the contract is obliged to represent the Polish Tourist Organisation with due diligence.

### RIGHTS AND OBLIGATIONS OF THE EMPLOYER

#### Article 4

1. The Employer shall undertake to support, if possible, the Contractor's actions aimed at roadshow performance by providing the Contractor with promotional materials, facilitating contacts with the Polish Tourist Organisation, tourist industry and Polish diplomatic posts.
2. The Employer shall undertake to deliver the Contractor at the latest 14 days prior to roadshow opening date graphic material incl. photos, logotypes, claims and other promotional information indispensable for the performance by the Contractor the subject of this contract described in Annex 1. The Contractor may use them in order to implement the contract.

### PAYMENTS

#### Article 5

1. The total value of this contract shall not exceed PLN ..... (say: PLN .....) gross.
2. Total value of the contract shall embrace the value of respective tasks and elements indicated in Contractor's tender as referred to Annex 2 to this contract.
3. The remuneration shall be paid on the basis of the Contractor's invoices issued in PLN in accordance with the principles referred to in Article 6 (1) and (2) of this contract.

#### Article 6

1. For the due, complete and timely performance of the actions referred to in Article 1 in accordance with the in the Detailed description of the object of the contract (Annex 1 to this contract) The Contractor shall receive remuneration in the maximum amount of PLN ..... gross from the Employer.
2. The final value of the due remuneration for the implementation of individual tasks within the scope of the planned actions shall depend on the actual demand of the Employer notified at the latest in 14 days before roadshow opening date. Reducing the extent of the implementation of individual tasks (e.g. through reducing the number of produced roll up's) or abandoning certain tasks (e.g. preparing the publication) will



cause the appropriate decrease in the Contractor's remuneration. Remuneration for the implementation of individual tasks within the scope of the planned actions shall be paid after the documented implementation of the tasks.

3. The total value of the remuneration referred to in Paragraphs 1 may not exceed the amount in PLN referred to in Article 5 (1) that is the maximum amount and may not be increased.
4. Payment of invoices, referred to in Article 5 (3), shall be made after the Employer receives and accepts without objections implementation reports from the Contractor - within 14 days as of the date of accepting the properly issued invoice, by a bank transfer to a bank account indicated by the Contractor in the invoice.
5. The payment day shall be the date of the direct debit specified by the Employer in the Employer's bank.

#### **Article 7**

1. The Contractor shall pay the contractual penalty to the Employer in the amount of 10% of the total gross remuneration referred to in Article 5 (1) of this contract in the case of termination of the contract by the Contractor or by the Employer, however, due to reasons attributable to the Contractor.
2. In case of inadequate performance of the contract, The Contractor shall pay to the Employer the contractual penalty in the amount of 10% of the total gross remuneration referred to in Article 5 (1) of this contract.
3. The Employer shall reserve the right to deduct contractual penalties from the Contractor's remuneration.
4. The Employer shall reserve the right to claim damages exceeding the amount of the agreed contractual penalties in line with general principles specified in the Polish Civil Code regardless of exercising the rights resulting from contractual penalties.

### **GENERAL PROVISIONS**

#### **Article 8**

This contract shall be concluded for a specified period of time. The contract shall enter into force on the date of its conclusion and shall be binding until 30<sup>th</sup> of April 2015.

#### **Article 9**

1. Besides cases described in Polish Civil Code, The Employer is entitled to breach the contract:
  - a. if the Contractor delays performance or completion of the tasks which are the subject of this contract, in such extent that it is improbable to terminate them in due time;
  - b. in the event of material change of circumstances, as a result of which performance of the contract is contrary to public interest, which could not have been foreseen at the time of conclusion of the contract.
  - c. if the subject of the contract is not meeting the subject and functional requirements described in the contract, especially described in Annexes to the contract
  - d. if the quality of implemented services is of lower quality than described in the contract
  - e. if the Contractor does not perform the subject of the contract within 14 consecutive days.
2. The Employer is obliged to inform Contractor about the terminating of contract only in writing. The Employer may exercise the right to terminate the contract within 30 days from the day when they became aware of circumstances enabling Employer to terminate the contract.
3. In the case of terminating the contract, the Contractor may demand only remuneration due to actually performed part of the contracted service.
4. The Ordering Party shall be entitled to terminate the Agreement also if The Ministry of Economy (the intermediate government agency responsible for the Operational Programme for Innovative Economy) withdraws further funding for the programme, to which it is entitled under the agreement on financing individual projects within the framework of Activity 6.3 POIG "Lubię Polskę!", provided that the Ordering Party notifies the Contractor within 30 days of becoming aware of this fact.

#### **Article 10**

If the Contractor acts to the detriment of the Employer or failure to perform tasks specified in Annex 1 in full or in part, the Employer shall reserve the right to terminate the contract within 30 days from the date of obtaining information by the Employer about the failure to perform tasks specified in Annex 1. The Contractor shall undertake to pay the contractual penalty in the amount specified in Article 7 (1) of this contract and damages in the amount equal to the suffered loss to the Employer.



#### **Article 11**

The Employer shall not give their consent to assignment of claims resulting from the implementation of this contract to the third parties.

#### **Article 12**

1. Any amendments to this contract shall be made in writing under pain of nullity.
2. The parties shall try to settle any disputes that may arise from the implementation or interpretation of this contract in an amicable manner, and if such an agreement is impossible the disputes shall be settled by the Polish common court of law, competent for the seat of the Employer, and in accordance with substantive and procedural Polish law excluding the conflict-of-law rules.

#### **Article 13**

1. The Employer shall designate Ms. Emilia Kubik (phone +48 22 536 70 54), e-mail address: [emilia.kubik@pot.gov.pl](mailto:emilia.kubik@pot.gov.pl) for contacts with the Contractor, supervision over the performance of this contract, making arrangements and confirming due performance of the contracted service, however, the designated person shall not be authorised to make declarations of will on behalf of the Employer.
2. The person responsible for the performance of the contract on behalf of the Contractor shall be ..... (phone: .....), e-mail address:

#### **Article 14**

1. This contract was drawn up together with the Annexes in two identical copies, one for each Party.
2. The annexes hereto shall form an integral part of this contract.

#### Annexes:

Annex 1 - The Detailed description of the object of the contract;  
Annex 2 - Contractor's tender.

THE EMPLOYER

The CONTRACTOR