

Ref. No.: 18/4/15

ANNOUNCEMENT OF THE CALL FOR PROPOSALS

Object:

**"Marketing and consulting services
in the form of representation of the Polish Tourist Organisation in China"**

Warsaw, 6 June 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
- (d) E-mail: pot@pot.gov.pl
- (e) Contact person: Katarzyna Opasek – telephone No. (22) 536 70 24.

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:

PR services consisting in e.g. updating the www.bolan.travel website, maintaining account on *weibo* social network, remaining in constant contact with the representatives of the Chinese media and tour operators, planning and supervising the online promotional campaign for the www.bolan.specialist.com e-learning platform, monitoring the activity of the competitors and trends in tourism on the Chinese market, preparation of reports, lease and organisational supervision of the POT warehouse in Beijing, distribution of POT promotional materials in China and other services ordered by POT with regard to the promotion of Poland as a tourist destination in China.

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

The gross budget planned by POT for the implementation of the object of the contract amounts to PLN 71,500.

4. Deadline and method of contract implementation:

15 June 2015 – 31 December 2015.

The Contracting Authority would like to inform that the Tenderer will be entitled to flat-rate remuneration for the implementation of tasks specified in the object of the contract, payable at the end of each month after POT will have approved the completion of the tasks specified in the object of the contract, on the basis of a delivered report on operations and after the acceptance of the correctly issued invoice.

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. Knowledge and experience:

In order to confirm that they have the necessary knowledge and experience, Contractors should prove that, in the last 3 years before the tender submission deadline, and if their period of operation is shorter, in that period, they have duly provided at least two services under two separate agreements/contracts on the territory of the People's Republic of China for an entity from any European country, each service consisting at least in the performance of tasks including:

- 1) consulting with regard to tourism marketing;
- 2) organisation of press conferences or study visits;
- 3) maintaining websites or social media profiles

B. Persons capable of performing the contract:

The Contracting Authority will consider the Contractor fulfilling this criterion if the Contractor presents at least one person who would be implementing the abovementioned contract with regard to PR activity and who would meet all of the conditions listed below:

PR specialist with at least 3 years of professional experience in Chinese media with regard to the organisation of press conferences, briefings, updating websites, maintaining fan pages in Chinese social networks, development of newsletters, maintaining profiles in audio-visual portals. Such person should be fluent in at least two languages, with the advanced level of both speaking and writing, in one of the following language combinations: Mandarin and English or Mandarin and Polish.

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 6.3. 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 **10 June 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 or sent in electronic version to the e-mail address: katarzyna.opasek@pot.gov.pl.

6.2. 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.

6.3. 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. Contractors will specify the total price, i.e. the price for 7 months of contract implementation.

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.

Detailed description of the object of the contract

Permanent tasks to be carried out by the Contractor:

1. PR services consisting in:

- a. constant updating of the www.bolan.travel portal dedicated to the Chinese market: website maintenance will include uploading news and graphic and video materials provided by POT, relating to the current tourist information, updating content of the website at least once every 2 weeks, and current handling of the contact inbox dedicated to messages in Chinese. All materials uploaded on the website must be each time approved by POT;
- b. preparing and sending newsletters to Chinese tour operators, journalists and other entities operating in the Chinese tourism sector (newsletter should be sent to at least 500 addresses), at least once a month. The content of the newsletter and its graphic layout will be agreed with POT;
- c. maintaining POT accounts in the *weibo* social network; posting at least one information about tourist attractions in Poland, tourism organisation in Poland or other information concerning Poland, at least every second calendar day, in each network. During the period of the contract on Weibo account Contractor requires that 20% growth of fans/followers/observers;
- d. preparing and uploading audio-visual materials at *tudou.com* or *youku.com* upon request of POT;
- e. preparing and constant updating and extension and supplementation of two separate databases containing contacts with persons from the tourism sector (including persons responsible for the meetings and events industry and members of China Travel and Tourism Club) and contacts with journalists responsible for individual and business tourism. The Contractor will be obliged to create the databases and deliver them to POT no later than 2 months after the execution of the cooperation agreement; by that time, both databases should contain at least 1,000 contacts;
- f. monitoring of the Chinese media and activity in the Chinese tourism industry (collecting and delivering press releases, links to websites, documents in electronic versions to POT) and drawing up a report sent to POT at the end of each month;
- g. monitoring of the activity of competitive national tourist organisations on the Chinese market (collecting and delivering press releases, links to websites, documents in electronic versions to POT) and drawing up a report sent to POT at the end of each month;
- h. advisory and consulting services and suggestions regarding the promotion of Poland on the Chinese market, taking into account the current developments in tourism trends, upon request of POT;
- i. ongoing consultations regarding creative materials intended for issuance on the Chinese market and media purchasing; ongoing proofreading assistance and language consultations; participation in negotiations with local companies;
- j. representing POT on the Chinese market with regard to the promotion of the tourism brand of Poland, consisting in the initiation and maintenance of contacts with tour operators, including representatives of events and meetings industry and media representatives (including bloggers) interested in the cooperation with the Polish tourism market;

- k. acquisition of journalists and tour operators for study visits organised by POT, preparation of participants for the tour, i.e. provision of detailed information about the program of the trip, logistic assistance with visas;
- l. completion of the Bolan Specialist course available at www.bolan.specialist.com;
- m. promotion of the Bolan Specialist program, i.e. dissemination of information about the www.boland.specialist.com e-learning platform among Chinese tour operators and the media, as well as other stakeholders, through placing relevant posts in the social networks and regular release of information about the platform at the www.bolan.travel portal;
- n. planning the promotional campaign informing about the BOLAN SPECIALIST program in the online media addressed to tour operators (e.g. at toptour.cn, lotour.com, travel168.net, travel.sohu.com, ctcnn.com, xinhuanet.com/travel, www.lvyou.baidu.com/);
- 2. lease (the costs of lease of warehousing space by the end of 2015 to be covered by the Contractor) and organisational supervision of the warehouse in Beijing, where POT promotional materials are stored;
- 3. distribution (the costs of transport to be covered by the Contractor) of POT promotional materials among the stakeholders from the Chinese tourism industry and media representatives located in China;
- 4. cooperation with the Polish Embassy in Beijing, as well as with the Trade and Investment Promotion Sections and Consular Sections in Beijing, Shanghai, Canton and with the Polish lobby in China, as well as participation in working meetings and official meeting organised by those entities;
- 5. regular development of detailed material and financial schedules and cost estimates of all activities carried out upon request of POT;
- 6. constant reporting of the progress of tasks – at least once a month;
- 7. assistance to POT representatives during their trips to China (e.g. assistance in formal matters, logistics, translations, participation in the meetings);
- 8. other orders from POT aimed at promoting Poland on the Chinese market.

General provisions

- Contractor's remuneration for the performance of tasks specified in the object of the contract will be flat-rate and payable each month after POT after POT will have approved the completion of the tasks on the basis of a delivered report on operations.
- Total annual average involvement of the Contractor should not be lower than 100 hours per month. Each month, the Contracting Authority will be entitled to request a working time register from the Contractor to be delivered to POT.
- POT will cover the costs related to the implementation of the promotional campaign planned by the Contractor, referred to in Point 1.(n); POT will inform the Contractor about the budget planned for the performance of this task after the execution of the agreement, on a working basis.
- POT will cover the costs related to the performance of other tasks additionally vested in the Contractor, pertaining to the PR services and promotion of Poland in China, such as production of promotional materials, media purchasing, events organisation, participation in seminars, conferences, meetings, presentations, which might generate additional costs for the Contractor, e.g. with regard to transport, accommodation, conference admission fees etc.
- The Parties agree that the Contracting Authority will mainly communicate with the Contractor by e-mail. The Contractor commits to respond to e-mails no later than within two business days. Moreover, the Contractor will provide the address of the office where all traditional post and other materials to be distributed on the Chinese market will be sent.
- During the performance of all tasks covered by the object of the contract, the Contractor will be using business cards including the title "Przedstawiciel POT ds. Marketingu" ("Polish Tourist Organisation Marketing Representative"). The Contractor will prepare the business cards in accordance with the template approved by POT and they will be replenishing them as necessary.



Appendix 2

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

T E N D E R

In response to the announcement of the call for proposals regarding **"Marketing and consulting services in the form of representation of the Polish Tourist Organisation in China", No. //15**, in accordance with the requirements specified in the announcement of ...
..... 2015, we offer to perform the object of the contract for the following flat-rate price:

PRICE: PLN, gross, per month

(..... zloty, gross),

i.e. for the gross total price (monthly price x 6,5): PLN

.....

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 the following forms relating to our fulfilment of the participation criteria to the tender.
4. At the same time, we represent that, upon the Contracting Authority's request and at the date specified by the Contracting Authority, we will produce the documents referred to in Point 5.3 of the announcement.

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)

Appendix 3

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.			
..			

At the same time, we represent that the orders listed above have been executed in a timely manner and with due diligence.

B. PR specialist:

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.			
..			

.....

.....

(signature of the authorised
representative of the Contractor)

AGREEMENT NO./DIM/2015

made on 2015 in Warsaw by and between:

Polish Tourist Organisation, having its registered seat in Warsaw, ul. Chałubińskiego 8, NIP [Tax Identification Number]: 525-21-50-196, REGON [Statistical Identification Number]: 016213775, operating on the basis of the Act of 25 June 1999 (Dz.U. No. 62 item 589) on Polish Tourist Organisation,

represented by:

1. Mr Barbara Tutak, Head of Department of Marketing Instruments;
2. Ms Halina Trojanowska, Chief Accounting Officer, Head of Financial Office;

hereinafter referred to as the **"Contracting Authority"**,

and

represented by:

.....

hereinafter referred to as the **"Contractor"**;

whereas the Contracting Authority and the Contractor are jointly referred to as the "Parties".

Now, therefore, the Parties have agreed as follows:

This Agreement has been made under the open call for proposals in accordance with the Order No. 10/14 of the President of the Polish Tourist Organisation of 17 April 2014 on the Rules of awarding contracts at the Polish Tourist Organisation, to which Article 4 of the Act of 29 January 2004 - Public Procurement Law (Dz.U. of 2013, item 907, as amended) applies.

SUBJECT MATTER OF THE AGREEMENT

§ 1

The subject matter of this Agreement is the Contractor's performance for POT of the tasks listed in the detailed description of the object of contract (Appendix 1 hereto) in accordance with the Contractor's tender (extract from the Contractor's tender forming Appendix 2 hereto), as well as in accordance with this Agreement, in order to promote Poland on the Chinese market as a country attractive in terms of tourism, with particular focus on the cooperation with the Chinese media and tour operators.

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

§ 2

1. Contractor's operations on the Chinese market will include:
 - a. PR services (detailed description of the tasks specified in Appendix 1 hereto);
 - b. lease and organisational supervision of the POT warehouse in Beijing;
 - c. distribution of promotional materials of POT in China;
 - d. performance of other tasks vested in the Contractor with regard to PR and promotion of Poland as a tourist destination in China.
2. The Contractor represents that they have all necessary qualifications and licenses, as well as knowledge and experience, to implement the subject matter of this Agreement.

3. The Contractor commits to implement the subject matter of this Agreement with due diligence and to secure the interests of POT.

§ 3

1. In order to implement this Agreement, the Contractor will represent POT on the Chinese market as the "Polish Tourist Organisation Marketing Representative" ("Przedstawiciel POT ds. Marketingu") within the scope and to the extent specified herein.
2. In order to promote Poland on the Chinese market within the scope and to the extent specified in the object of the contract, the Contractor will use the reserved promotional mark of POT.
3. The above authorisations will expire automatically with the termination or expiry of this Agreement.

§ 4

1. Within 14 days from the date of execution of this Agreement, the Contractor will present a general proposed material and financial schedule to the Contracting Authority, including all tasks that can be planned in advance.
2. The Contractor will be obliged to deliver to POT on an ongoing basis (at least once a month) a report presenting the progress of all executed tasks. The Contractor will be obliged to notify POT immediately of any expected difficulties and problems with the implementation of the tasks.
3. Throughout the duration of this Agreement and within 1 year from the date of its termination or expiry, the Contractor cannot perform any activity identical or similar to the activities specified herein for companies and organisations operating in the tourism industry with regard to tourism in the Central and Eastern Europe, in particular the Czech Republic, Slovakia, Hungary, Germany, Austria, Russian Federation, Slovenia, Norway, Sweden, Finland, Denmark, Lithuania, Latvia and Estonia.

RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY

§5

1. The Contractor accepts and irrevocably agrees that the cooperation between POT and the Contractor does not exclude or limit POT's possible independent operation on the Chinese market, in particular with regard to the tourism promotion of Poland.
2. The Contractor accepts and irrevocably agrees that, despite the execution of this Agreement, POT accepts the possibility to order selected promotional activities to other entities operating on the Chinese market, in particular with regard to the marketing of tourist destinations and PR.

§6

POT commits to support the Contractor efforts to increase the number of trips of Chinese tourists to Poland, if possible, e.g. through providing the Contractor with promotional materials or facilitating contacts with the Polish tourism industry and Polish diplomatic missions.

PAYMENTS

§ 7

1. The gross value of this Agreement will be no higher than PLN (.....).
2. The remuneration will be payable on the basis of the Contractor's invoices issued in PLN, in accordance with the rules specified in § 8(1) hereof.

§ 8

1. The Parties agree that, for the due, complete and timely performance of the tasks referred to in § 2 above in accordance with the provisions of the detailed description of the object of the contract (Appendix 1 hereto), the Contracting Authority will pay to the Contractor a gross monthly remuneration amounting to PLN (.....). 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.
2. Total amount of the remuneration referred to in Paragraph 1 above cannot exceed the amount in PLN, referred to in § 7(1) above, which is the maximum amount and which cannot be increased.
3. Payment of the invoices referred to in Paragraph 1 above will be made after the receipt from the Contractor and acceptance by POT without reservations of the reports on operations, within 14 days from the date of acceptance of a correctly issued invoice, by bank transfer to the bank account indicated by the Contractor in the invoice.
4. The date of payment will be the date when the Contracting Authority places a payment order with the bank of the Contracting Authority.

§ 9

1. In the event of failure to start the performance of the subject matter of this Agreement within 14 days from the date of execution of the same, the Contractor will pay liquidated damages to the Contracting Authority for each day of delay, amounting to 2% of the gross total remuneration referred to in §7(1) hereof.
2. In the event of termination of the Agreement by the Contractor or by the Contracting Authority for reasons for which the Contractor is liable, the Contractor will pay liquidated damages to the Contracting Authority, amounting to 10% of the gross total remuneration referred to in § 7(1) hereof. In particular, the Contracting Authority will have the right to terminate the Agreement if the Contractor delays the performance or completion of the tasks covered by this Agreement to the extent that completion of such tasks within the agreed deadline is highly improbable.
3. The Contracting Authority reserves the right to deduct liquidated damages from the remuneration due to the Contractor.
4. The Contracting Authority reserves the right to claim damages exceeding the amount of the reserved liquidated damages on general terms provided for in the Polish Civil Code, regardless of the exercise of their rights resulting from the reserved liquidated damages.
5. The Contracting Authority may exercise their right to terminate the Agreement in accordance with Paragraph 2 above within 60 days from the date of receiving information about the reasons for such termination.

GENERAL PROVISIONS

§ 10

This Agreement has been concluded for a definite period. The Agreement will enter into force on the date of execution and it will remain effective until 31 December 2015.

§ 11

1. The Contracting Authority may terminate this Agreement in the event of material change of circumstances, as a result of which performance of the Agreement is contrary to public interest, which could not have been foreseen at the time of execution, within 30 days from the date of receipt of information about such circumstances.
2. In the situation referred to in Paragraph 1 above, the Contractor may claim solely the remuneration due to them for the actually completed part of the services.
3. The Contracting Authority may terminate this Agreement at any time when it is still effective, with immediate effect, if the Contractor breaches any of the material terms and conditions hereof.

§ 12

In the event where the Contractor acts to the detriment of the Contracting Authority, understood in particular as the Contractor's breach of the prohibition referred to in § 4(3) or their failure to perform in whole or in part the tasks specified in Appendix 1 hereto, the Contracting Authority reserves the right to terminate the Agreement. The Contractor commits to pay to the Contracting Authority, apart from the liquidated damages the amount of which is specified in §9(2) hereof, also the damages in the amount equal to the loss incurred, within 60 days from the date of receipt of information about the reasons for termination of the Agreement by the Contracting Authority.

§ 13

The Contracting Authority does not agree for any assignment of liabilities resulting from this Agreement to third parties.

§ 14

1. This Agreement can only be amended in writing, otherwise it will be considered null and void.
2. All disputes that may arise with regard to the performance or interpretation of this Agreement will be settled amicably by the Parties, if possible. Should the Parties fail to reach such amicable settlement, the disputes will be settled by the Polish common court of law having jurisdiction over the registered seat of the Contracting Authority in accordance with Polish material and procedural law, excluding conflict of laws.

§ 15

1. The Contracting Authority appoints Mr/Ms (telephone number) e-mail: as the person responsible for the communication with the Contractor, supervision of the implementation of this Agreement, making arrangements and confirming due performance of the ordered services, whereas such person will not be authorised to make any declarations of will on behalf of the Contracting Authority.
2. The person responsible for the performance of the contract for the Contractor will be Mr/Ms (telephone number) e-mail:

§ 16

1. This Agreement has been drawn up, including appendices hereto, in two copies in Polish, one copy for each of the Parties.
2. The appendices to this Agreement form the integral part hereof.

Appendices:

- 1 - Detailed description of the object of the contract;
- 2 – Extract from the Contractor's tender.