

Terms of Reference (Specification of Essential Terms of the Contract)

OPEN TENDER

Object:

Conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark and Switzerland on tourism and tourism-related portals.

APPROVED:

London, 8 November 2018

The Terms of Reference contain the following:

- I. contracting Authority's name and address
- II. contract award procedure
- III. description of the object of the contract
- IV. time limit for performing the contract
- V. conditions for participating in the proceedings and description of the method used for eligibility evaluation
- VI. list of statements or documents confirming the satisfaction of eligibility conditions and absence of exclusion grounds
- VII. information about the method for communicating between the Contracting Authority and the Economic Operators and for submitting statements and documents, and identification of persons authorized to communicate with Economic Operators.
- VIII. requirements concerning the bid security
- IX. bid validity period
- X. description of the method for preparing bids
- XI. time and place for submitting and opening the bids
- XII. description of the method for calculating the price
- XIII. description of the criteria the Contracting Authority will follow in the selection of a bid along with specification of the significance of such criteria and the method for evaluating the bids
- XIV. information about formalities to be complied with after selecting the winning bid in order to enter into a public contract
- XV. requirements concerning the performance guarantee
- XVI. terms material to the parties to be included in the public contract; general terms of the contract or a model contract, if the Contracting Authority requires that the Economic Operator enter into a public contract on such terms
- XVII. GDPR information clause
- XVIII. notes on legal remedies available to an Economic Operator during the procurement proceedings

Appendices to ToR:

- | | |
|--------------|---|
| Appendix 1 | Detailed description of the object of the contract. |
| Appendix 2 | Bid form. |
| Appendix 3 | Statement of satisfaction of eligibility conditions and absence of exclusion grounds. |
| Attachment 4 | Material provisions of the contract. |
| Attachment 5 | Statement concerning membership in a group of companies. |

I. CONTRACTING AUTHORITY'S NAME (BUSINESS NAME) AND ADDRESS

Zagraniczny Ośrodek Polskiej Organizacji Turystycznej (Polish National Tourist Office)

– an entity conducting the public procurement proceedings and awarding the contract:

- a) Contracting Authority's address: 10 Heathfield Terrace
- b) Website: www.poland.travel
- c) E-mail: london@pot.gov.pl

II. CONTRACT AWARD PROCEDURE

The proceedings are conducted using the open tender procedure pursuant to Article 10(1) and Article 39 of the Polish Act of 29 January 2004 — Public Procurement Law (Dz.U. (Journal of Laws) of 2017, item 1579, as amended), hereinafter "PPLA", for services with the contract value not exceeding the limit set in provisions enacted pursuant to Article 11(8) of PPLA (i.e. EUR 144,000.00).

III. DESCRIPTION OF THE OBJECT OF THE CONTRACT

1. The object of the contract is **Conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark and Switzerland on tourism and tourism-related portals.** The detailed description of the object of the contract is provided in Appendix 1 to the ToR.
2. Common Procurement Vocabulary (CPV) Code:
79342200-5 MARKETING SERVICES
3. The Contracting Authority does not permit partial bids.
4. The Contracting Authority does not permit variant bids.
5. The Contracting Authority does not provide for the possibility of awarding supplementary contracts referred to in Article 67(1)(6) of PPLA.
6. The Contracting Authority expects no framework agreement.
7. The Contracting Authority expects no electronic auction.
8. Settlements with the Contractor shall be in GBP.
9. The Contracting Authority does not provide for reimbursement of costs of participation in the proceedings, subject to Article 93(4) of PPLA.
10. The Contracting Authority does not restrict eligibility to only those Economic Operators whose more than 50% of employees are people with disabilities.
11. Pursuant to Article 36b(1) of PPLA, the Economic Operator **shall** include in the submitted bid information about any such part of the contract as the Economic Operator intends to subcontract and to provide business names of any subcontractors. The Contracting Authority does not restrict any part of the contract from subcontracting.

IV. TIME LIMIT FOR PERFORMING THE CONTRACT

From the 1st of December 2018 to the 28th February 2019.

V. CONDITIONS FOR PARTICIPATING IN THE PROCEEDINGS AND DESCRIPTION OF THE METHOD USED FOR ELIGIBILITY EVALUATION.

1. Those Economic Operators may compete for this contract who:
 - 1) are not subject to exclusion pursuant to Articles 24(1)(12–23) of PPLA. The Contracting Authority does not provide for the possibility of excluding an Economic Operator pursuant to Article 24(5)(1) of PPLA
 - 2) meet eligibility conditions referring to:
 - a) **competence or qualifications (licences) for the relevant professional activity, if this follows from separate provisions;**
The Contracting Authority has imposed no specific requirement in this regard.
 - b) **economic or financial standing;**
The Contracting Authority has imposed no specific requirement in this regard.
 - c) **technical or professional capacity;**
The Contracting Authority has imposed no specific requirement in this regard.
2. Any Economic Operator subject to exclusion pursuant to Article 24(1)(13), Article 24(1)(14) and Articles 24(1)(16–20) of PPLA may submit evidence that measures taken by such Economic Operator are sufficient to demonstrate such Economic Operator’s integrity and in particular evidence to prove having redressed any damage inflicted through the commission of a crime or fiscal crime, to prove having given financial compensation for harm suffered or redress for damage suffered, exhaustive explanation of the facts and co-operation with law enforcement authorities and introduction of concrete technical, organizational and personnel measures such as are adequate for the prevention of any further crimes or fiscal crimes or irregularities in the Economic Operator’s conduct. The regulation referred to in the first sentence shall not apply to any Economic Operator being a collective body banned by a legally binding court judgement from competing for a contract, if the duration of such ban as specified in such judgement has not yet expired.
3. The Economic Operator shall not be excluded, if the Contracting Authority, having regard to the gravity and the specific circumstances of such Economic Operator’s act, deems the evidence submitted pursuant to item 2 to be sufficient.
4. The Contracting Authority may exclude the Economic Operator at any stage of the procurement proceedings.
5. Eligibility conditions will be evaluated on the basis of the documents and statements submitted by the Economic Operators as referred to in section VI, **on a meets/does not meet basis.**
6. Furthermore, only those Economic Operators shall be eligible to compete for this contract who are capable of performing the contract in accordance with **Appendix 1 to these ToR.**

VI. LIST OF STATEMENTS OR DOCUMENTS CONFIRMING THE SATISFACTION OF ELIGIBILITY CONDITIONS AND ABSENCE OF EXCLUSION GROUNDS.

1. The Economic Operator must attach with the bid a **statement**, current as at the date of bids submission, in respects specified in **Appendix 3** to the ToR. The information included in the statement will constitute preliminary confirmation that the Economic

Operator is not subject to exclusion and is eligible (meets the conditions) to participate in the proceedings.

2. If any Economic Operators compete for the contract jointly, the statement referred to in section VI(1) of these ToR shall be submitted by each of such Economic Operators jointly competing for the contract. Such statement must confirm eligibility (meeting the conditions for participation) and absence of exclusion grounds, insofar as each such Economic Operator demonstrates eligibility or the absence of exclusion grounds.
3. The Contracting Authority **requires** that any Economic Operator intending to subcontract part of the contract **include information about subcontractors in the statement referred to in section VI(1) of these ToR** to demonstrate the absence of exclusion grounds in respect of such subcontractors.
4. Any Economic Operator relying on the capacities of other entities, in order to demonstrate in respect of such entities the absence of exclusion grounds and the satisfaction — insofar as their capacities are relied upon — of the conditions for participation in these proceedings **shall include information about such entities in the statement referred to in section VI(1) of these ToR.**
5. The Contracting Authority, in accordance with Article 24(aa) of PPLA, shall first evaluate the bids and then examine whether the Economic Operator whose bid is the highest-rated is not subject to exclusion and meets the eligibility conditions.
6. Before awarding the contract the Contracting Authority shall **require** the Economic Operator whose bid is the highest-rated to submit within a set time limit, not shorter than **5 days**, the following statements, current as at the day of their submission:
 - 1) **commitment from the relevant entities to place the resources necessary for the performance of the contract at the Economic Operator's disposal, in written (original) form.**
7. **The Economic Operator shall, within 3 days following the day of publishing on the website the information referred to in Article 86(5) of PPLA, submit to the Contracting Authority the statement of belonging or not belonging to the same group of companies** (the model statement constitutes **Appendix 5 to the ToR**) as referred to in Article 24(1)(23) of PPLA. Along with the submission of the statement the Economic Operator may submit evidence that any ties with a different Economic Operator will not lead to interference with competition in the procurement proceedings.
8. In the scope not regulated by the ToR the provisions of the regulation of the Polish Minister for Development of 26 February 2016 concerning the types of documents the Contracting Authority may require from an Economic Operator in procurement proceedings (Dz.U. (Journal of Laws) of 2016, item 1126) shall apply.
9. The following compose the bid:
 - 1) completed and signed Bid Form in accordance with the model constituting Appendix 2 to the ToR,
 - 2) powers of attorney,
 - 3) statement of meeting participation conditions and absence of exclusion grounds, in accordance with the model constituting Appendix 3 to the ToR.

VII. INFORMATION ABOUT THE METHOD FOR COMMUNICATING BETWEEN THE CONTRACTING AUTHORITY AND THE ECONOMIC OPERATORS AND FOR SUBMITTING STATEMENTS AND DOCUMENTS, AND IDENTIFICATION OF PERSONS AUTHORIZED TO COMMUNICATE WITH ECONOMIC OPERATORS.

1. Subject to statutory exceptions, any statements, requests, notices or information between the Contracting Authority and the Economic Operators shall be submitted:
 - 1) **in writing to the following address: Polish National Tourist Office, 10 Heathfield Terrace W44JE London, UK, or**
 - 2) **electronically to the following e-mail address: iwona.bialobrzycka@pot.gov.pl**
2. If the Contracting Authority or the Economic Operator submit statements, requests, notices or information electronically, each of the parties shall, at the other party's request, confirm receipt without undue delay.
3. Economic Operators not having submitted the statement referred to in Article 25a(1) of PPLA, the statements or documents confirming the circumstances referred to in Article 25(1) of PPLA or other documents necessary for the completion of the proceedings, or whose statements or documents are incomplete, contain errors or mistakes or raise doubts indicated by the Contracting Authority, the Contracting Authority shall require them to submit, supplement or rectify the foregoing or to provide explanation within such time limit as the Contracting Authority may set, unless such Economic Operator's bid would be subject to rejection or the proceedings would have to be annulled even despite such submission, supplementation, rectification or explanation.
4. If an Economic Operator has not submitted the required powers of attorney or has submitted defective powers of attorney, the Contracting Authority shall require such Economic Operator to submit the powers of attorney within such time limit as the Contracting Authority may set, unless such Economic Operator's bid would be subject to rejection or the proceedings would have to be annulled even despite the submission of the foregoing. The powers of attorney must be submitted in the form of an original issued by persons authorised to represent the Economic Operator or in the form of a notarised copy.
5. An Economic Operator may request the Contracting Authority to clarify the contents of the ToR. The Contracting Authority shall provide such clarification without undue delay but no later than 2 days before the expiry of the time limit for submission of bids, subject to the condition that the request for clarification of the contents of the ToR reaches the Contracting Authority no later than the end of the day on which a half of the set time limit for submission of offers passes.
6. The Contracting Authority shall communicate the contents of the clarification simultaneously to all Economic Operators to whom the ToR had been provided and shall publish the same on the website, without disclosing the source of the inquiry.
7. In justified cases the Contracting Authority may change the contents of the ToR before the expiry of the time limit for submission of bids. The Contracting Authority shall notify any such change without delay to all Economic Operators to whom the ToR has been provided and shall publish the same on the website, without disclosing the source of the inquiry. Any change made shall become an integral part of these ToR.
8. The person authorized to contact Economic Operators: **Iwona Białobrzycka, e-mail: iwona.bialobrzycka@pot.gov.pl**

VIII. REQUIREMENTS CONCERNING THE BID SECURITY

The Contracting Authority does not require a bid security.

IX. BID VALIDITY PERIOD

1. The bid shall bind the Economic Operator for a period of 30 days, in accordance with Article 85(1)(1) of PPLA.
2. The said period starts upon the expiry of the time limit for submission of bids.
3. An Economic Operator may, on its own initiative or at the Contracting Authority's request, extend bid validity, provided that the Contracting Authority may request the Economic Operators only once and at least 3 days before the end of bid validity to consent to an extension of the time limit by a specified period of time no longer than 60 days.

X. DESCRIPTION OF THE METHOD FOR PREPARING BIDS

1. All costs relating to the preparation and submission of a bid shall be borne by the Economic Operator.
2. An Economic Operator shall submit no more than one bid. Should an Economic Operator submit more than one bid, all such bids will be rejected pursuant to Article 89(1)(1) in conjunction with Article 82(1) of PPLA.
3. The contents of a bid must correspond to the contents of the ToR.
4. It is recommended that all the written or printed pages should be numbered consecutively and bound together preventing the loss of any part of the bid.
5. The bid shall be made **in English** with the use of a typewriter, computer or some other permanent and legible office technique.
6. Any corrections, changes or deletions in the text of the bid must be initialled and dated by a person authorized to sign the bid.
7. The bid and the statements must be signed by a person or persons authorised to represent the Economic Operator and to make declarations of intent on the Economic Operator's behalf — in accordance with the entry in the competent register.
8. If the authority to sign the bid or the statements or to represent the Economic Operator(s) in the proceedings and to incur obligations in the amount corresponding to the price of the bid arises from a power of attorney, such power of attorney shall be granted (signed) by a person or persons holding the authority in accordance with the entry in the competent register and shall be attached to the bid. The power of attorney must be submitted in the form of an original or in the form of a notarised copy.
9. The provision of item 8 shall apply *mutatis mutandis* to any further powers of attorney.
10. The person(s) signing the bid must be authorised to incur obligations in the amount corresponding to the price of the bid in accordance with the entry in the competent register.
11. Any documents required by the ToR and drafted in a foreign language must be submitted together with their translation into Polish.
12. All pages of the bid and all the attached statements, translations and other documents shall be initialled by at least one person authorised to sign the bid. The foregoing shall apply both to the originals of the statements and documents and to their authenticated photocopies.
13. The Contracting Authority advises that in accordance with Article 8 in conjunction with Article 96(3) of PPLA bids submitted in public procurement proceedings are public and are subject to disclosure from the time of opening, except for such information as constitutes a business secret in the understanding of the Polish Act of 16 April 1993 on

- Counteracting Unfair Competition (Dz.U. (Journal of Laws) of 2018, item 149), if the Economic Operator has made, within the time limit for submission of bids, the reservation that such information must not be disclosed and simultaneously demonstrated that such classified information constitutes a business secret.
14. The Contracting Authority recommends that any information classified as a business secret be submitted by the Economic Operator in a separate envelope inside the bid, carrying the designation 'business secret' or bound (stapled together) separately from the remaining, public elements of the bid. Failure to indicate clearly which information constitutes a business secret shall mean that all documents and information submitted with the bid are public. Along with classifying the information constituting a business secret, the Economic Operator shall attach to the bid a justification for such classification by indicating the factual causes and demonstrating the satisfaction of the normative grounds entitling the Economic Operator to make such classification.
 15. In the absence of a clear indication of which information is to be protected as a business secret or absence of justification of the classification by indicating the factual causes and demonstrating the satisfaction of the normative grounds entitling the Economic Operator to make such classification, the Contracting Authority may refuse to recognize the correctness of the Economic Operator's business secret classification, with no obligation to demand additional explanation from the Economic Operator. In such case the Contracting Authority shall be relieved of any liability for any damage arising in connection with the disclosure of such classified information to third parties. Classification of information, data, documents or statements not constituting a business secret in the understanding of the provisions on counteracting unfair competition or failure to demonstrate that the classified information constitutes a business secret shall result in declassification.
 16. A "business secret" shall be understood to mean such non-public technical, technological or organizational information of the business or other information with business value as the business operator has taken the necessary steps to keep confidential — Article 11(4) of the Act of 16 April 1993 on Counteracting Unfair Competition.
 17. Any classification of information that does not constitute a business secret in the understanding of the Act on Counteracting Unfair Competition shall be regarded as having no effect and shall result in declassification of the same in accordance with the resolution of the Polish Supreme Court of 21 October 2005 (case ref. no III CZP 74/05).
 18. The bid shall contain the required documents, appendices and statements listed in these ToR.
 19. If the bid is submitted by Economic Operators competing for the contract jointly, such Economic Operators shall be jointly and severally liable for the non-performance or inadequate performance of the obligation.
 20. A bid of Economic Operators competing for the contract jointly must be signed in such manner as to be legally binding on all Economic Operators acting jointly.
 21. To any bid submitted by Economic Operators competing for the contract jointly a document must be attached appointing for such Economic Operators a representative to represent them in the procurement proceedings or to represent them in the proceedings and enter into the public contract. The power of attorney must be submitted in the form of an original or in the form of a notarised copy.
 22. The copy shall be authenticated by, respectively, the Economic Operator, the entity on

- whose capacity or standing the Economic Operator relies, the Economic Operators competing for the public contract jointly or the subcontractors, in respect of documents pertaining to each of them.
23. It is recommended that the initial pages of the bid be prepared according to the model attached to the ToR (**Appendix 2 to the ToR**). Failure to follow the model provided in **Appendix 2** shall not result in the rejection of the bid. However, the Contracting Authority requires that the bid include all statements contained in the model bid.
 24. The bid must be submitted in sealed and intact packaging.
 25. The packaging (envelope) with the bid should be marked as follows:
Conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark and Switzerland on tourism and tourism-related portals.
Do not open before 29 October 2018, 12:30 hours
addressee: Polska Organizacja Turystyczna, ul Chałubińskiego 8, 00-613 Warszawa,
sender: name, full address and telephone numbers of the Economic Operator (impression of a seal is permitted).
CAUTION: If the bid does not have the correct marking, the Contracting Authority shall not be liable for opening it before the set time.
 26. In accordance with Article 84(1) of PPLA the Economic Operator may change or withdraw the bid before the expiry of the time limit for submission of bids. The Contracting Authority shall be notified in writing of making any changes or of the intention to withdraw the bid before the time limit for submission of bids.
 27. Any changes to the bid must be put in a separate sealed and intact envelope carrying the annotation "CHANGE". The envelope must state the Economic Operator's name, full address and telephone number (impression of a seal is permitted).
 28. The Economic Operator may not withdraw or change the bid after the expiry of the time limit for submission of bids.

XI. TIME AND PLACE FOR SUBMITTING AND OPENING THE BIDS

1. The bids must be filed at the Contracting Authority's registered office:
Polish National Tourist Office
10 Heathfield Terrace W44JE London, UK.
2. **by 16 Nov 2018, 12:00 hours.** The bid opening will take place at the Contracting Authority's registered office on **16 Nov 2018 at 12:30 hours.**
3. The bid opening shall be public. The Economic Operators' attendance is not mandatory.
4. At the time of bid opening the Contracting Authority will read out the information referred to in Article 86(4) of PPLA.
5. After bid opening the Contracting Authority shall without undue delay publish on the website information concerning:
 - 1) the amount the Contracting Authority intends to allocate to financing of the contract;
 - 2) the business names and addresses of the Economic Operators who have submitted their bids within the time limit;
 - 3) the price, time limit for performing the contract, the warranty period and the payment terms, if contained in the bids;

XII. DESCRIPTION OF THE METHOD FOR CALCULATING THE PRICE

1. The price quoted in the bid must be inclusive of all costs the Economic Operator will incur by reason of adequate performance of the object of the contract in accordance with the terms arising from the ToR and in particular from the Detailed Description of the Object of the Contract and from the contract.
2. The gross price has to contain the VAT due.
3. For any bid the selection of which would trigger tax liability for the Contracting Authority in accordance with the provisions on goods and services tax (VAT), the Contracting Authority shall, in order to evaluate such bid, add to the price quoted the VAT the Contracting Authority would have to settle in accordance with such provisions. In such case the Economic Operator, when submitting the bid, shall be under an obligation to notify the Contracting Authority that selecting his bid would trigger tax liability for the Contracting Authority and shall state the name (type) of service the performance of which will trigger such tax liability as well as shall specify the value of such service without the tax.

XIII. DESCRIPTION OF THE CRITERIA THE CONTRACTING AUTHORITY WILL FOLLOW IN THE SELECTION OF A BID ALONG WITH SPECIFICATION OF THE SIGNIFICANCE OF SUCH CRITERIA AND THE METHOD FOR EVALUATING THE BIDS

1. The Contracting Authority shall evaluate the submitted bids based on the following criteria:

No	Criterion	Criterion weighting
1.	Price	10 %
2.	KPI success rate criterion	90 %

- 1) **Price (P) criterion - 10 % weighting.** The points for the “price” criterion shall be calculated as follows:

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

where:

P – number of points awarded for the “price” criterion;

P_{min} – the lowest bid price among the valid bids not being subject to rejection;

P_o – price of the examined bid.

For the “price” criterion a bid may obtain no more than 10 points.

- 2) **KPI success rate criterion (T_{AI}) – 90 %.** In this criterion the points shall be awarded for the declared number of people who will be affected by the campaign and will buy a plane ticket to Poland during the campaign and within 1 month following the end of the campaign as follows:

$$T_{AI} = T_o/T_{max} \times 90 \text{ points}$$

where:

T_{AI} – the number of points awarded for the “KPI success rate” criterion;

T_o – value of a bid calculated in a given criterion;

T_{max} – the highest value in a given criterion among the submitted bids.

For the “KPI success rate” criterion a bid may obtain no more than 90 points.

2. The calculations shall be carried out to two decimal points, the values of the third decimal point shall be rounded down (if between 0 and 5) or up (if between 6 and 9).
3. The bid which receives the most points after adding together the points for all the criteria shall be deemed to be the most advantageous bid.
4. In the course of bids examination and evaluation the Contracting Authority may request that the Economic Operators explain the contents of submitted bids.

XIV. INFORMATION ABOUT FORMALITIES TO BE COMPLIED WITH AFTER SELECTING THE WINNING BID IN ORDER TO ENTER INTO A PUBLIC CONTRACT

1. The Economic Operators who participate in the proceedings shall be notified of the results of such proceedings.
2. After having approved the selection of the most advantageous bid the Selection Notice shall be published on the Contracting Authority’s website.
3. The Contracting Authority shall enter into a contract with the selected Economic Operator pursuant to Article 94 of PPLA.
4. If the bid submitted by Economic Operators competing for the contract jointly is selected, such Economic Operators shall submit to the Contracting Authority, within the time limit set by the Contracting Authority, an agreement regulating their cooperation. The agreement regulating the cooperation of Economic Operators competing for the contract jointly should specify:
 - 1) the entities submitting the bid;
 - 2) the economic aim for which the agreement has been entered into;
 - 3) the rules governing representation and handling cases;
 - 4) duration of the agreement (it is required that duration of the agreement be no shorter than the contract performance period) and the period of guarantee and/or implied warranty.
5. Failure to produce the documents referred to in item 4 shall be treated by the Contracting Authority as an evasion of signing the contract and in such case **the Contracting Authority shall select the most advantageous bid from among the other bids.**

XV. REQUIREMENTS CONCERNING THE PERFORMANCE GUARANTEE

The Contracting Authority does not require a performance guarantee.

XVI. TERMS MATERIAL TO THE PARTIES TO BE INCLUDED IN THE PUBLIC CONTRACT; GENERAL TERMS OF THE CONTRACT OR A MODEL CONTRACT, IF THE CONTRACTING AUTHORITY REQUIRES THAT THE ECONOMIC OPERATOR ENTER INTO A PUBLIC CONTRACT ON SUCH TERMS.

Material provisions of the contract constitute **Appendix 4 to these ToR.**

XVII. NOTES ON LEGAL REMEDIES AVAILABLE TO ECONOMIC OPERATORS DURING THE PROCUREMENT PROCEEDINGS.

Legal remedies have been stipulated in part VI of PPLA. Legal remedies are available to the Economic Operator and to another entity, if they have or had any interest in being awarded a given contract and has sustained or may sustain damage as a result of the Contracting Authority's breach of PPLA provisions. Given the Contract Notice and the Terms of Reference, legal remedies are also available to the organisations included in the list referred to in Article 154(5) of PPLA.

DESCRIPTION OF THE OBJECT OF THE CONTRACT

Campaign execution period: 1 December 2018 – 28 February 2019

Contract duration: from the date of signing the contract until 28 February 2019

Target group:

Inhabitants of Singapore

- a. People travelling abroad
- b. People who spend time actively - active tourism
- c. Families and couples
- d. People looking for trips to places which compete with Poland, i.e. Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark, Switzerland.

Key performance indicators (KPI):

- number of ad views: min. 4,900,000
- number of people who will be affected by the campaign and will buy a trip to Poland during the campaign and within 1 month following the end of the campaign.

Campaign budget along with the Economic Operator's remuneration: max. GBP 38,628 gross

The principal aim of the campaign is to promote Poland as an attractive destination for tourists from Singapore market by reaching, with an advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark, Switzerland on tourism and tourism-related portals and to increase the number of plane tickets to Poland sold during the campaign and within 1 month following the end of the campaign.

The object of the contract is conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark, Switzerland on tourism and tourism-related portals.

The object of the contract includes in particular the following:

1. Preparation, after having obtained the necessary information, text and images from the Contracting Authority, of personalised Advertising Materials necessary for campaign execution. While executing the campaign the Economic Operator shall be fully responsible for preparation of necessary advertising creations in line with the Contracting Authority's CI, production advertising formats compliant with the editor's technical specification, copy delivery, including:

- linguistic correctness,
 - explicit, encouraging and clearly stated CTA (Call to Action),
 - editor's technical specification requirements,
 - requirements described in the brand book,
 - personalisation of the message in line with target group interests.
2. Depending on the effectiveness of the campaign the Economic Operator is obliged to optimise the creations.
 3. Preparation and optimization of the content to be placed on the dedicated landing page redirecting users to poland.travel website on the basis of the provided base information.
 4. Campaign execution in line with the assumed road map and budget in order to implement the required KPIs.
 5. Constant monitoring and optimization of the effectiveness and efficiency of the campaign in order to obtain the best possible results and to implement the assumed KPIs.
 6. Reporting the course, effectiveness and results of the campaign on an ongoing basis in due course (fortnightly) and presenting a summary at the end of the campaign. A report on the conducted activities should include information on at least the essential KPIs accessible from the statistics of a given tool. In order to document the course of the campaign a list of all the active/inactive advertising formats along with their statistics (format, visibility, information on the course of auctions (budget), number of views, clicks, CTR, a summary of the budget spent, demographic profiles of people who bought tickets as a result of the campaign) should be delivered.
 7. Such a report should contain a substantive summary of the conducted activities along with recommendations arising from the undertaken optimizations.

**Contracting Authority: Polish National Tourist Office
10 Heathfield Terrace
W4 4JE London, UK**

BID

Name and address of the entity submitting the bid:

.....

NIP REGON

The address to which the Contracting Authority should send correspondence:

.....

Contact person for the Contracting Authority:

.....

Phone number:

Fax number:

e-mail

In response to the open tender notice I hereby submit this bid for conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark, Switzerland on tourism and tourism-related portals and I offer performance of the object of the contract in line with the following conditions:

Bid price (gross): GBP for service performance

(say: GBPgross)

KPI success rate: the declared number of people who will be affected by the campaign and will buy a plane ticket to Poland during the campaign and within 1 month following the end of the campaign:

(say:people)

The declared number of ad views (no less than 4,900,000)

2. I/We represent that:
 - 1) we shall perform the object of the contract within the time limit specified in ToR;
 - 2) we have read the terms and requirements provided by the Contracting Authority in ToR, in particular in the Detailed Description of the Object of the Contract, we accept them and raise no objections as to them;
 - 3) we have obtained all the information necessary for bid preparation and contract performance;
 - 4) we accept material provisions of the contract and we consent to entering into the contract drawn up on the basis of the same without any reservations and exclusions;
 - 5) we deem ourselves bound by this bid for 30 days following the expiry of the time limit for submission of bids.

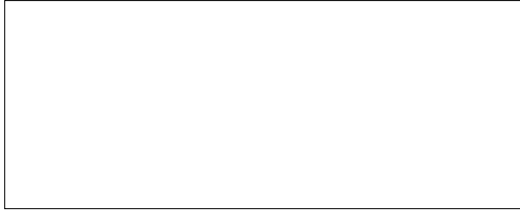
Part of the contract which we intend to subcontract covers (if applicable):

.....

3. The submitted bid consists of pages.
4. The following have been attached to the bid and constitute an integral part hereof:
 - 1),
 - 2),
 - 3),
 - 4),

.....
 (date, name and surname and the signature
 of an authorised representative of the Economic Operator)

Economic Operator's seal



**Polish National Tourist Office
10 Heathfield Terrace
W4 4JE London, UK**

DECLARATION

By taking part in the public procurement proceedings conducted as an open tender for ***Conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark and Switzerland on tourism and tourism-related portals***, I/we submit on behalf of the Economic Operator the following information:

**Part I: INFORMATION CONCERNING THE ECONOMIC OPERATOR
A: Information about the Economic Operator**

<i>Identification:</i>	<i>Answer:</i>
Name:	[...]
Postal address:	[.....]
Contact person(s) ¹ : Phone: E-mail:	[.....] [.....] [.....]

¹ Information concerning the number of appointed contact persons should be repeated as many times as necessary.

Is the Economic Operator: ² - a small enterprise? - a medium enterprise ?	<input type="checkbox"/> Yes <input type="checkbox"/> No ³ <input type="checkbox"/> Yes <input type="checkbox"/> No
Participation type:	Answer:
Does the Economic Operator participate in the procurement proceedings jointly with other Economic Operators (as a consortium)? ⁴	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes: a) please specify the role of the Economic Operator in the group (leader, responsible for certain tasks etc.): b) please specify the other Economic Operators who participate jointly in the procurement proceedings:	a): [.....] b): [.....]

B: Information about representatives of the Economic Operator⁵

The persons authorised to represent the Economic Operator:	Answer:
Name and surname	[.....], [.....]
Position/ Acting in the capacity of:	[.....]
Postal address:	[.....]
Phone:	[.....]
E-mail:	[.....]
If necessary, please provide detailed information concerning the representation (its form, extent, purpose etc.):	

C. Information about reliance on the capacities of other entities

<i>Demonstrating conditions while referring to the capacities of other entities:</i>	Answer:
Does the Economic Operator rely on the capacities of other entities to demonstrate having met participation conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No

² Cf. Commission Recommendation of 6 May 2003 on the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003, p. 36). This information is required for statistical purposes only.

Micro enterprise: an enterprise which employs fewer than 10 employees and whose annual turnover or balance sheet total is below EUR 2 million.

Small enterprise: an enterprise which employs fewer than 50 employees and whose annual turnover or balance sheet total is below EUR 10 million.

Medium-sized enterprises: enterprises which are neither micro nor small enterprises and which employ fewer than 250 people and whose annual turnover is below EUR 50 million or balance sheet total is below EUR 43 million

³ Mark as appropriate.

⁴ If YES was ticked, each of the Economic Operators completing for the contract jointly shall submit a separate declaration.

⁵ Please provide details of persons authorised to represent the Economic Operator for the purpose of a given proceedings under the power of attorney. In the absence of an attorney-in-fact, the persons included in the competent registers (e.g. the National Court Register (KRS)) shall be authorised to represent the Economic Operator in these proceedings.

If yes, ⁶ please state: a) name of the entity on whose capacities the Economic Operator relies b) conditions demonstrated by the Economic Operator while relying on the capacities of another entity c) postal address:	a) [...] b) [...] c) [...]
The Economic Operator shall also fill in part II (“Exclusion grounds”) of the form separately for each of the other entities on whose capacities the Economic Operator relies.	

D: Information concerning subcontractors on whose capacity the Economic Operator does not rely

<i>Subcontracting:</i>	<i>Answer:</i>
Does the Economic Operator intend to subcontract any share of the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please specify the share of the contract which is intended to be subcontracted.	[...]
If yes and if it is known, please list the proposed subcontractors:	[.....]

Part II: EXCLUSION GROUNDS

A: Information on the absence of the circumstances indicated in Article 24(1) of PPLA

- I represent that the circumstances specified in Article 24(1)(13-22) of PPLA which would result in me being excluded from the proceedings **do not apply to me.**⁷
- I represent that in view of the declaration, specified in part I of section C, of the entities:

.....,

whose resources I rely upon to demonstrate having met the conditions for participation in these proceedings, there are no circumstances specified in Article 24(1)(13-22) of PPLA.⁸

⁶ Please provide the relevant information as many times as required, depending on the number of other entities stated.

⁷ Economic Operator may delete this item, if the exclusion grounds apply to it and if it hereafter submits a relevant declaration in this regard.

⁸ Economic Operator may delete this item, if it on its own initiative demonstrates having met the participation conditions or if the exclusion grounds apply to another entity and such entity hereafter submits a relevant declaration in this regard.

B: Information on the presence of the circumstances indicated in Article 24(1) of PPLA.⁹

I represent that the grounds for exclusion from the proceedings, pursuant to Article 24 section¹⁰ of PPLA, apply to me or the following other entity:¹¹

.....,
.....

I also represent that pursuant to Article 24(8) of PPLA I have taken the following corrective measures which, in my view, allow me to participate in the proceedings:

.....
.....

Part III: PARTICIPATION CONDITIONS

I represent that I meet the conditions for participating in the proceedings set forth by the Contracting Authority in section V of ToR.

Part IV: CONCLUDING STATEMENTS

The undersigned formally declare that the information stated under Parts II – V above is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation in supplying information to the Contracting Authority.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- a) the contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge, or*
- b) the contracting authority or contracting entity already possesses the documentation concerned.*

....., date:
(place, date)

.....
(signature of the Economic Operator or its authorised representative)

⁹ This part shall be filled in by the Economic Operator only if there are circumstances specified in Article 24(1) applicable to the Economic Operator or a third party, respectively.

¹⁰ Delete as appropriate.

¹¹ Economic Operator should specify the applicable exclusion ground.

Material provisions of the contract

entered into on in London

by and between the Polish National Tourist Office, hereinafter referred to as the **Contracting Authority**, represented by:

- 1. Iwona Białobrzycka, Director
and

..... represented by:

.....

hereinafter referred to as the **Economic Operator**.

The contract shall be entered into on the basis of an open tender, Article 39 of the Public Procurement Law Act (Dz.U. (Journal of Laws) of 2017, item 1579, as amended).

Definitions

- 1. **Source materials** – any materials necessary to prepare and produce advertising materials, used in the campaign.
- 2. **Advertising materials** – the materials prepared by the Economic Operator for the Contracting Authority used to execute the campaign.

§ 1. The object of the contract

- 1. The object of the contract is conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark and Switzerland on tourism and tourism-related portals.
- 2. The object of the contract includes in particular the following:
 - a) Preparation — on the basis of the necessary information, text and images obtained from the Contracting Authority — of personalised Advertising Materials necessary for campaign execution. The Economic Operator shall be fully responsible for preparation of necessary advertising creations in line with the Contracting Authority’s brand book (CI), production advertising formats compliant with the editor’s technical specification, copy delivery, including:

- linguistic correctness,
 - explicit, encouraging and clearly stated CTA (Call to Action),
 - editor's technical specification requirements,
 - requirements described in the brand book,
 - personalisation of the message in line with target group interests.
- b) Depending on the effectiveness of the campaign the Economic Operator is obliged to optimise the creations,
 - c) Preparation and optimization of the content to be placed on the dedicated landing page on the basis of the provided base information.
3. Campaign execution in line with the assumed road map and budget in order to implement the required KPIs.
 4. Constant monitoring and optimization of the effectiveness and efficiency of the campaign in order to obtain the best possible results and to implement the assumed KPIs.
 5. Reporting the course, effectiveness and results of the campaign on an ongoing basis in due course (fortnightly) and presenting a summary at the end of the campaign. A report on the conducted activities should include information on at least the essential KPIs accessible from the statistics of a given tool. In order to document the course of the campaign a list of all the active/inactive advertising formats along with their statistics (format, visibility, information on the course of auctions (budget), number of views, clicks, CTR, a summary of the budget spent, demographic profiles of people who bought tickets as a result of the campaign) should be delivered.
 6. Such a report should contain a substantive summary of the conducted activities along with recommendations arising from the undertaken optimizations.
 7. Depending on the effectiveness of the campaign the Economic Operator is obliged to optimise the creations.

§ 2. Economic Operator's obligations

1. The Economic Operator shall ensure adequate quality of service which shall guarantee appropriate performance of the Object of the contract described in par. 1.
2. The Economic Operator and the Contracting Authority, each within its own scope, shall perform this contract with due diligence and shall notify each other of any problems resulting therefrom.
3. The Object of the Contract shall be performed by the Economic Operator in line with the Contract performance schedule, referred to in par. 4(2), accepted by the Contracting Authority.
4. The Economic Operator shall, within the term of this Contract, achieve the KPIs understood by the Parties as:
 - a. the number of ad views,
 - b. submitting a report on the actual number of bought plane tickets to Poland,
 - c. Reporting the course, effectiveness and results of the campaign on an ongoing basis in due course (fortnightly) and presenting a summary at the end of the campaign. A

report on the conducted activities should include information on at least the essential KPIs accessible from the statistics of a given tool. In order to document the course of the campaign a list of all the active/inactive advertising formats along with their statistics (format, visibility, information on the course of auctions (budget), number of views, clicks, CTR, a summary of the budget spent, demographic profiles of people who bought tickets as a result of the campaign) should be delivered.

5. The Economic Operator shall perform this Contract in accordance with the applicable Polish law.

§ 3. Cooperation between the Parties in performing the Contract

1. The Parties appoint the following persons responsible for the coordination of works being the object of this Contract who shall be contact persons in this regard and shall be authorised to accept the Object of the Contract and to maintain working relations:
 - a) for the Contracting Authority: Dorota Wojciechowska, Deputy Director of ZOPOT London
 - b) for the Economic Operator:
2. The Contracting Authority has the right to request that the Economic Operator change the contact persons appointed for contacts with the Contracting Authority. The Economic Operator shall carry out the Contracting Authority's request within 24 hours following the provision of such a request by e-mail to the Economic Operator.
3. Acceptance of the final version of Advertising Materials, in particular the advertising materials to be issued, lies with the Contracting Authority. Any amendments and changes to the Advertising Material submitted by the Economic Operator shall be made by the Contracting Authority as soon as possible, however no later than within 24 hours following the receipt of the proposed Advertising Material. Any comments shall be made in writing, by email or fax, at the discretion of the Parties. The Economic Operator shall provide an answer to the Contracting Authority and introduce the required amendments without undue delay (within 24 hours) and in more complex matters no later than within 48 hours, in the same form in which the comments were submitted.
4. The Contracting Authority has the right to require changes and amendments to the approved Advertising Materials, covered by the remuneration referred to in par. 5(1), no later than within 48 hours. The Economic Operator shall introduce the changes and amendments as soon as possible, however no later than within 24 hours following the receipt of requests and amendments from the Contracting Authority.

§ 4. Contract completion date

1. The Object of the Contract shall be performed from the date of signing the Contract to 28 February 2019.
2. Within 7 business days following the date of signing the Contract the Economic Operator shall submit a Contract performance schedule taking into account the time limit for implementing online activities specified in Detailed Description of the Object of the Contract which constitutes Appendix 1.

3. Adequate performance of this Contract shall be evidenced by the works completion certificate signed without any reservations by both Parties to this Contract, which constitutes Appendix 2.

§ 5. Remuneration

1. For proper performance of the entire Object of the Contract the Economic Operator is entitled to flat-rate remuneration of gross (say: GBP gross) payable in the following instalments:
 - a) preparing the creation: 60%,
 - b) drawing up the schedule: 15%,
 - c) campaign execution in 2018: 20%,
 - d) campaign execution in 2019 and preparing a report on the campaign in 2019: 5%
2. The remuneration referred to in item 1a hereof shall be paid out within 14 days following the date of signing the Contract.
3. The remuneration referred to in item 1b hereof shall be paid out within 14 days following the date of signing the Contract.
4. The remuneration referred to in item 1c hereof shall be paid out no later than on 15 January 2019.
5. The remuneration referred to in item 1d hereof shall be paid out no later than on 15 March 2019.

§ 6. Contractual penalties

1. In the event of failure to properly perform the Object of the Contract or to achieve the KPIs referred to in par. 2(4), the Economic Operator shall return to the Contracting Authority the amount proportionate to the degree of failure to perform the KPI task.
2. If any of the Parties withdraws from the Contract for reasons attributable to the Economic Operator, the Economic Operator shall pay to the Contracting Authority contractual penalty amounting to 10% of the amount referred to in par. 5(1).
3. The right to withdraw from the Contract shall not restrict the Contracting Authority's right to request that the Economic Operator pay contractual penalties.
4. Payment of contractual penalty/penalties as well as their deduction by the Contracting Authority shall not release the Economic Operator from the obligation to perform the Object of the Contract.
5. If the sustained damage exceeds the value of the agreed contractual penalties, the Contracting Authority may seek damages in line with general principles.
6. The Economic Operator consents that the Contracting Authority may deduct contractual penalties from any payments due to the Economic Operator from the Contracting Authority.

§ 7. Conditions for withdrawal from the contract

1. Save for the situations specified in the provisions of the Civil Code, the Contracting Authority shall be entitled to withdraw from the contract, if:
 - a) there is a material change of circumstances which results in the performance of the

- Contract not being in the public interest, which could not have been foreseen at the moment of entering into the Contract,
- b) the conditions indicated in par 2(4) of the Contract are not met,
 - c) the Economic Operator is delayed in the commencement of Contract performance or does not perform the Contract for a period longer than 5 calendar days. The right to withdraw also covers a situation where the Economic Operator fails to submit the schedule, referred to in par. 4(2), within 5 calendar days following the date of signing the Contract.
2. Declaration of the Contracting Authority concerning withdrawal from the Contract shall be submitted to the Economic Operator in writing. The Contracting Authority may exercise its right to withdraw within 30 days following the date of becoming aware of the occurrence of circumstances which entitle the Contracting Authority to withdraw from the Contract.

§ 8. GDPR

To comply with the obligation to provide information arising from Article 13(1) and Article 13(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: "GDPR"), we inform that:

1. The controller of personal data of persons indicated as contact persons for Contract performance (e.g. for ongoing contacts), referred to in par. 3(1), is Polska Organizacja Turystyczna having its registered office in Warsaw at ul. Chałubińskiego 8 (00-613) (hereafter: "POT" or "Controller").
2. Data protection officer was appointed at POT and the said officer may be contacted
 - a) by email at: dpo@pot.gov.pl or
 - b) by post to the correspondence address of the Controller: Polska Organizacja Turystyczna, ul. Chałubińskiego 8, XIX piętro, 00-613 Warszawa.
3. Personal data of the persons referred to in par. 3(1) are processed under Article 6(1)(b) and Article 6(1)(c) of GDPR for a purpose related to the performance of this Contract.
4. Personal data shall not be made available to entities other than the ones arising from the legal provisions.
5. Personal data shall not be transferred to any third countries or international organisations.
6. Personal data shall not be processed by automated means or profiled.
7. Personal data referred to in par. 3(1) shall be stored during the term of the contract and for 5 years following the end thereof, in line with the archiving category.
8. The obligation to provide data arises from the legal provisions related to processing for the purposes referred to in par. 3(1); provision of data arises from contractual relationship and is necessary for contract performance.
9. The persons referred to in **par. 3(1)** shall have the right to:
 - a. access personal data concerning him or her, under Article 15 of GDPR,
 - b. rectify personal data, under Article 16 of GDPR,

- c. obtain from the controller restriction of processing personal data, under Article 18 of GDPR, subject to the cases referred to in Article 18(2) of GDPR.
10. The persons referred to in **par. 3(1)** shall not have the right to:
- a) erase personal data, in conjunction with Articles 17(3)(b), 17(3)(d) and 17(3)(e) of GDPR,
 - b) data portability, referred to in Article 20 of GDPR,
 - c) object to processing of personal data, referred to in Article 21 of GDPR, because the legal grounds for personal data processing is Article 6(1)(c) of GDPR.
11. The persons referred to in **par. 3(1)** shall have the right to lodge a complaint with a supervisory authority in the manner and following the procedure specified in GDPR provisions and in the Polish law, in particular in the Personal Data Protection Act, if they deem that processing of personal data concerning them infringes GDPR provisions.

Address of the supervisory authority: Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa, tel. 22 5310300, fax. 22 5310301, kancelaria@uodo.gov.pl.

§ 9. Final provisions

1. To all matters not settled herein the provisions of the Polish Civil Code shall apply.
2. Any disputes arising from the performance of this Contract shall be resolved by the court having jurisdiction over the registered office of the Contracting Authority.
3. Any changes to this Contract shall be null and void unless made in writing.
4. If any of the provisions hereof turns out to be invalid or having no effect, this shall not affect the validity and effectiveness of the remaining provisions hereof. In such case the Parties shall replace the provisions deemed to be invalid or having no effect with another legitimate provision which fulfils to the maximum possible extent the purpose hereof.
5. The Economic Operator may not transfer, in the whole or in any part, the rights or obligations arising herefrom.
6. The Contract has been drawn up in two counterparts, one for each of the Parties.
7. The appendices to this Contract constitute an integral part hereof.

CONTRACTING AUTHORITY

ECONOMIC OPERATOR

Appendices:

- Appendix 1 Detailed Description of the Object of the Contract
- Appendix 2 Certificate of Acceptance
- Appendix Economic Operator's bid

Economic Operator's seal

A list of entities belonging to the same group of companies /

information that the Economic Operator does not belong to a group of companies*.

* NOTE: please fill in item 1 or 2.

When submitting a bid in the public procurement proceedings for: *Conducting an advertising campaign on Singapore market to increase the number of arrivals in Poland by reaching, with a real-time advertising message, people looking for trips to the following European countries: Czech Republic, Hungary, Slovakia, Germany, Austria, Denmark and Switzerland on tourism and tourism-related portals*, in order to demonstrate the absence of grounds for exclusion from the proceedings under Article 24(1)(23) of PPLA:

- 1) I inform that we do not belong to the same group of companies, in the understanding of the Competition and Consumer Protection Act of 16 February 2007 (Dz.U. (Journal of Laws) of 2017, item 229), with any of the entities participating in the proceedings.
- 2) I submit a list of entities which together with us belong to the same group of companies in the understanding of the Competition and Consumer Protection Act of 16 February 2007 (Dz.U. (Journal of Laws) of 2017, item 229):

Name of entity belonging to a group of companies / entity address / REGON number

.....
.....

Since I belong to a group of companies and the Economic Operators belonging to the same group of companies, in the understanding of the Competition and Consumer Protection Act of 16 February 2007 (Dz.U. (Journal of Laws) of 2015 items 184, 1618 and 1634), have submitted separate bids, I demonstrate below that the ties between us do not lead to interference with fair competition in the procurement proceedings:

.....
.....

In the case of Economic Operators competing for the contract jointly, this information shall be submitted by each Economic Operator.

By affixing my signature and being aware of criminal liability under Article 297 of the Polish Penal Code, I confirm that the above information is true.

_____ date: _____ 2018

.....
(Signature of the person(s) authorised to represent the Economic Operator in registration documents or in the relevant power of attorney)