



POLSKA
ORGANIZACJA
TURYSTYCZNA

Terms of reference (TOR)

OPEN TENDER

Description of the subject matter of the Contract

Comprehensive design and performance of promotional campaign „Ambassadors of Poland”.

APPROVED:

Zuzanna Gutkowska
Acting director

Beijing, December 2019

Terms of reference include:

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- II. Contract award procedure.
- III. Description of the subject matter of the Contract.
- IV. Performance date of the Contract.
- V. Conditions for the participation in the Contract and the description of the process of evaluating the compliance with these conditions.
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I. THE NAME (COMPANY) AND THE ADDRESS OF THE CONTRACTING AUTHORITY

Polish National Tourism Organisation (PNT0), office in Beijing
8014 Chang Fu Gong Office Building; 26, Jian Guo Men Wai Avenue, Beijing, China, 100022
Website: www.bolan.travel
E-mail: beijing@bolan.travel

II. CONTRACT AWARD PROCEDURE

The procedure is conducted in a manner of an open tender, on the grounds of the article 10, paragraph 1 and the article 39 of the Public Procurement Law Act of January 29, 2004 (Journal of Laws from 2019, item 1843, as amended), further referred to as "PPLA", for services with a value not exceeding the amount stated in the article 11, paragraph 8 of the PPLA (i.e. 144,000 EUR).

III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

1. The subject matter of the contract is **a comprehensive design and performance of promotional campaign „Ambassadors of Poland” as well as other services associated with the campaign as defined by Contracting authority.**
2. Detailed description of the subject matter of the Contract can be found in the **Appendix No. 1 of the TOR.**
3. Common Procurement Vocabulary code (CPV): **79342000-5**
4. The Contracting authority does not permit submitting partial tender offers.
5. The Contracting authority does not permit submitting variant tender offers.
6. The Contracting authority makes no provision for awarding supplementary contracts, referred to in the article 67, paragraph 1, subclause 6 of the PPLA.
7. The Contracting authority makes no provision for entering into a framework contract.
8. The Contracting authority makes no provision for an electronic auction.
9. Settlement with the Contractor shall be done in CNY.
10. The Contracting authority makes no provision for a reimbursement of expenses stemming from participating in the procedure, on the grounds of the article 93, paragraph 4, of the PPLA.
11. The Contracting authority does not limit the participation in the public procurement procedure of these Contractors, whose persons with disabilities make up over 50% of the staff.
12. On the grounds of the article 36 b, paragraph 1 of the PPLA, the Contractor **is obliged** to include the information about the part of the Contract which he is going to delegate to subcontractors and provide the names of the subcontractors in the tender offer. The Contracting authority does not reserve any part of the Contract from subcontractors.

IV. PERFORMANCE DATE OF THE CONTRACT

The Contract is due to be performed in time frame from signing of the Contract until December 15th, 2019. Z

V. CONDITIONS FOR THE PARTICIPATION IN THE CONTRACT AND THE DESCRIPTION OF THE PROCESS OF EVALUATING THE COMPLIANCE WITH THESE CONDITIONS.

1. The Contractors eligible for the procurement procedure:

- 1) are not subject to exclusion, on the grounds of the article 24, paragraph 1, subclauses 12 - 23 of the PPLA. The Contracting authority makes no provision for excluding the Contractor on the basis of the article 24, paragraph 5, subclause 1 of the PPLA.
- 2) meet the conditions for participation in the procedure regarding:
 - a) competences or authorizations to conduct a specific professional activity, if it results from separate provisions.
The Contracting authority did not set a detailed condition in this respect.
 - b) Economic or financial situation.
The Contracting authority did not set a detailed condition in this respect.
 - c) Technical or professional capacity.
The Contracting authority did not set a detailed condition in this respect.
2. The Contracting authority is authorised, at any stage of the procedure, to declare that the Contractor does not possess the abilities required for the performance of the Contract, especially, if the Contractor's resources are allocated in other business ventures which impair the performance of the Contract.
3. On the grounds of the article 24, paragraph 1, subclauses 13 and 14 as well as 16-20 of the PPLA, the Contractor who is subject to exclusion may present evidence that his actions and resources are sufficient in establishing his reliability, especially by fixing damages stemming from a crime or a fiscal crime, providing redress or fixing the damages caused, fully explaining the situation and cooperating with the law enforcement authorities as well as taking all technical, organisational and human actions necessary in preventing further crimes or fiscal crimes or preventing his further improper conduct. The regulation specified in the first sentence shall not be applied to the collective entities which received a court ruling prohibiting them from participating in the procedure and whose prohibition period is not over.
4. The Contractor is not subject to exclusion if the Contracting authority, given the importance and the specific circumstances of the Contractor's action, considers the evidence specified in subclause 3 sufficient.
5. The Contracting authority can exclude the Contractor at any stage of the procurement procedure.
6. The evaluation of compliance with the conditions for participation in the procedure will be conducted on the basis of the documents and the declarations specified in the chapter VI, **on the principle of fulfils/ does not fulfil.**
7. Additionally, only the Contractors who can perform the Contract in compliance with the **Appendix No. 1 of the TOR are eligible for the participation in the procedure.**

VI. LIST OF DECLARATIONS OR DOCUMENTS CONFIRMING THE COMPLIANCE WITH THE CONDITIONS FOR PARTICIPATION AND PROVIDING THE ABSENCE OF A BASIS FOR EXCLUSION.

1. Every Contractor shall attach a current, at the date of the submission, **declaration** to his tender offer, regarding the extent provided in **the Appendix No. 3** of the TOR. The information included in the declaration shall serve as a preliminary confirmation that the Contractor is not subject to exclusion and complies with the conditions of participating in the procedure.

2. In the case of Contractors participating in the procurement procedure together, the declaration specified in the subclause 1, chapter VI of these TOR, shall be submitted by each of the Contractors. The declaration must confirm the compliance with the conditions to participate in the procedure and the absence of a basis for exclusion in terms of each Contractor's eligibility to participate in the procedure and the absence of a basis for exclusion.
3. The Contracting authority **requests** that the Contractor who intends to delegate the part of the Contract to subcontractors, in order to demonstrate the absence of a basis for exclusion of them from the procedure, **shall include information about these subcontractors in the declaration specified in the subclause 1, chapter VI of these TOR.**
4. The Contracting authority, in compliance with the article 24aa of the PPLA, first and foremost will evaluate tender offers, afterwards investigating if the Contractor whose tender offer was assessed the highest is not subject to exclusion and complies with the conditions of participating in the procedure.
5. **The Contractor shall, within 3 days' time since the online publication of information specified in the article 86, paragraph 5 of the PPLA, provide the Contracting authority with the declaration confirming a membership or the absence of a membership in a capital group (Appendix No. 5 to these TOR constitutes a template of the abovementioned declaration), specified in the article 24, paragraph 1, subclause 23 of the PPLA.** Along with the submission of the declaration, the Contractor may present evidence to show that his relationship with the other Contractor does not lead to distortion of competition in the procedure of procurement award.
6. In the matters not regulated by these TOR, the provisions of the Regulation of the Minister for Development of 26 July 2016 on the types of documents which the contracting authority may request from the contractor in the award procedure (Journal of Laws of 2016, item 1126) shall apply.
7. The tender offer constitutes:
 - 1) Fulfilled and signed Bidding form, in compliance with the template in the **Appendix No. 2 to these TOR**, along with the concept (presentation) of performing a CPM range campaign, which shall be presented in paper and electronic forms,
 - 2) Full authorisations,
 - 3) A declaration regarding compliance with the conditions of participating in the procedure and proving the absence of a basis for exclusion, in compliance with the template in the **Appendix No. 3 to these TOR.**

VII. INFORMATION REGARDING THE MEANS OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND THE CONTRACTORS, THE TRANSFER OF STATEMENTS AND DOCUMENTS AS WELL AS INDICATING AUTHORISED PERSONS TO CONTACT THE CONTRACTORS.

1. With the exceptions specified in the Law Act, all declarations, requests, notifications and information between the Contracting authority and the Contractor shall be transmitted:
 - 1) in writing to the address: **Polish National Tourist Office, 8014 Chang Fu Gong Office Building; 26, Jian Guo Men Wai Avenue, Beijing, China, 10002,**
or
 - 2) via email: **zuzanna.gutkowska@pot.gov.pl** or **mediakitpl@qq.com**

2. If the Contracting authority or the Contractor wishes to transmit declarations, requests, notifications and information via fax or email, each of the parties, at the request of the other, will immediately confirm the fact of receiving any of the abovementioned.
3. The Contractors who did not submit a declaration specified in the article 25a, paragraph 1 of the PPLA, declarations or documents confirming the circumstances specified in the article 25, paragraph 1 of the PPLA or any other documents necessary to conduct the procedure or any incomplete declarations and documents containing errors or raising doubts indicated by the Contracting authority, the Contracting authority requests to submit, complete, correct them or provide an explanation of them, on the date indicated by the Contracting authority, unless the Contractor's tender offer is subject to exclusion or the procedure may be subject to nullification, despite the submission, completion, correction and providing an explanation.
4. If the Contractor did not submit the necessary full authorisations or submitted defective full authorisations, the Contracting authority requests a submission of them by the date indicated by the Contracting authority, unless the Contractor's tender offer is subject to exclusion or the procedure may be subject to nullification, despite the submission of full authorisations. Full authorisation shall be submitted by means of the original, issued by competent authorities entitled to represent the Contractor, or in the form of a notarized copy.
5. The Contractor may turn to the Contracting authority for a clarification of these TOR. The Contracting authority shall provide clarification as soon as possible, no later than 2 days before the deadline for the submission of tender offers, provided that the request for clarification of these TOR reaches the Contracting authority no later than by the end of the day on which the deadline for the submission of tender offers expires.
6. The Contracting authority will transmit the content of the clarification simultaneously to all Contractors who received the TOR, as well as publish it on the website without disclosing the identity of the entity requesting the clarification.
7. Where appropriate, the Contracting authority may modify the content of the TOR before the deadline for the submission of tender offers. The modification of the TOR will be transmitted simultaneously to all Contractors who received the TOR, as well as published on the website by the Contracting authority. Every implemented modification shall constitute an integral part of these TOR.
8. The person authorised to contact the Contractors: **Zuzanna Gutkowska e-mail: zuzanna.gutkowska@pot.gov.pl** and **Xing Daiqi, e-mail: medikitpl@qq.com**.

VIII. REQUIREMENTS REGARDING TENDERING SECURITY.

The Contracting authority does not require a submission of a tendering security.

IX. TENDER MAINTAINING PERIOD.

1. The Contractor, in compliance with the article 85, paragraph 1, subclause 1 of the PPLA, shall maintain his tender offer for a period of 30 days.
2. Abovementioned period starts at the expiration of the deadline for the submission of tender offers.
3. The Contractor, on his own or upon Contracting authority's request, may extend the tender maintaining period, provided that the Contracting authority, only once, at least 3 days before the end of the tender maintaining period, asks the Contractors to

give their consent to extend the tender maintaining period for an indicated duration, though no longer than 60 days.

X. DESCRIPTION OF PREPARING TENDER OFFERS.

1. The Contractor shall incur the full cost associated with the preparation and submission of a tender offer.
2. The Contractor has the right to submit only one offer. If the Contractor submits more than one offer, all of the offers shall be excluded, on the grounds of the article 89, paragraph 1, subclause 1 in regard to the article 82, paragraph 1 of the PPLA.
3. The content of the tender offer must comply with the content of the TOR.
4. It is advised that all written, printed pages of the tender offer shall be in a numbered order, joined in a manner which will not allow for dismantlement of them.
5. The tender offer shall be drawn up **in Polish or in English**, using a typewriter, a computer or any other permanent and intelligible office form.
6. Any actions of amending, changing or deleting a text in the tender offer shall be initialled and dated by the person authorised to sign the tender offer.
7. The tender offer and the declarations have to be signed by the person/persons authorised to represent and to make declarations of interest on behalf of the Contractor - in compliance with an entry in the appropriate registry.
8. If the authorisation to sign the tender offer and declarations, represent the Contractor/Contractors in the conduct and enter into obligations in the amount corresponding to the price of the tender offer, stems from the full authorisation, it shall be signed by the person/persons authorised, in compliance with an entry in the appropriate registry and attached to the tender offer. The full authorisation shall be submitted by means of the original, or in the form of a notarized copy.
9. Subclause 8 applies accordingly to every further full authorisation.
10. The person/persons signing the tender offer must be authorised to enter into obligations in the amount corresponding to the price of the tender offer, in compliance with an entry in the appropriate registry.
11. Documents required by the TOR which are to be drawn up in language other than Polish or English must be submitted along with a translation into English.
12. All tender offers and all attached declarations, translations and other documents shall be initialled by at least one person authorised to sign the tender offer. This applies to both the original declarations and documents and to the certified true photocopies.
13. The Contracting authority shall notify that, on the grounds of the article 8, in connection with the article 96, paragraph 3 of the PPLA, the tender offers submitted in the procedure of public procurement are disclosed and are subject to public availability as soon as they are opened, with the exception of information regarded as a business secret, as defined in the act of 16 April 1993 on combating unfair competition (Journal of Laws from 2018, item 419, as amended), if the Contractor stipulated the information and proved that this stipulated information constitutes a business secret.
14. The Contracting authority recommends the stipulated information regarded as a business secret to be submitted by the Contractor in a separate envelope inside the tender offer and marked: business secret, or stapled and separated from the disclosed components of the tender offer. A lack of an explicit indication which information is a business secret shall mean that all documents and pieces of information submitted with the tender offer can be disclosed. Along with stipulating

the information which constitutes a business secret, the Contractor shall attach an explanation to the tender offer, justifying the stipulation and providing evidence of fulfilling the legal basis necessary to stipulate this information.

15. In case of an ambiguous indication which information is a business secret, or a lack of evidence justifying this stipulation and not providing evidence of fulfilling the legal basis necessary for the stipulation, the Contracting authority may not recognise the validity of stipulation, and may do so without requesting explanation from the Contractor. In such a case, the Contracting authority shall be relieved of any liability stemming from disclosing the abovementioned information to third parties. Stipulating information, data, documents or declarations which do not constitute a business secret, in the meaning of the act on combating unfair competition or failing to indicate that the stipulated information constitutes company's business secrets, causes its declassification.
16. "Business secret" shall be understood as technical, technological, organisational or other information of commercial value, which is not disclosed to the public, to which the entrepreneur has taken the necessary steps to maintain confidentiality - article 11, paragraph 4 of act of 16 April 1993 on combating unfair competition.
17. Stipulating information which does not constitute a business secret, as defined in the act on combating unfair competition, will be treated as ineffective and will cause its declassification, as stipulated by the Supreme Court's decision of 21 October 2005 (file ref. no. III CZP 74/05).
18. The tender offer shall contain all necessary documents, attachments, declarations listed in these TOR.
19. If the tender offer is submitted by Contractors participating in the procurement procedure together, these Contractors shall bear joint responsibility for failing to perform or for an improper performance of the liability.
20. The tender offer of the abovementioned Contractors must be signed in such a way as to legally bind all of the Contractors.
21. In the event of the tender offer being submitted by Contractors participating in the procurement procedure together, a document fully authorising Contractors' representative in the procedure of the procurement award or fully authorising Contractors' representative to enter into the public procurement contract has to be attached to the tender offer. The full authorisation shall be submitted by means of the original, or in the form of a notarized copy.
22. This document's authenticity has to be certified either by the Contractor, by the entity on whose abilities and situation the Contractor relies on, by the Contractors participating together in the procedure of public procurement award, or, by subcontractors, within the range which concerns each and every one of them.
23. It is recommended to draw up tender offers in compliance with the template attached to these TOR (**Appendix No. 2 to these TOR**). Not complying with the template specified **in the Appendix No. 2** shall not result in rejecting the offer. However, the Contracting authority requires that all necessary declarations specified in the template of a tender offer must be included.
24. A tender offer shall be submitted in a sealed, intact packaging.
25. Tender offer's packaging shall be labelled as follows:

**Comprehensive design and performance of promotional campaign
„Ambassadors of Poland”.**

Do not open before 10.12.2019, 09:00 a.m.

Addressee: Polish National Tourist Office, 8014 Chang Fu Gong Office Building; 26,

Jian Guo Men Wai Avenue, Beijing, China, 100022,

sender: name, Contractor's full address and phone numbers (a stamp is permitted).
Caution: The Contracting authority shall not be liable for opening the tender offer ahead of the schedule in case the packaging is mislabelled.

26. In compliance with the article 84, paragraph 1 of the PPLA, the Contractor can change or withdraw his tender offer before the deadline for the submission of tender offers. The Contracting authority must be notified in writing about any modifications to a tender offer or about any intentions of withdrawing an offer before the deadline for the submission of tender offers.
27. Changes to a tender offer must be put in a separate, sealed and intact envelope with a note "CHANGE". The envelope must be labelled with the Contractor's name, full address and Contractor's phone number (a stamp is permitted).
28. The Contractor shall not be permitted to withdraw an offer or modify it after the deadline for the submission of tender offers.

XI. PLACE AND TIME FOR THE SUBMISSION AND OPENING OF TENDER OFFERS.

1. Tender offers shall be submitted in the Contracting authority's headquarters:
Polish National Tourism Office
8014 Chang Fu Gong Office Building
26, Jian Guo Men Wai Avenue, Beijing, China, 100022
2. The tender offers can be submitted until **10.12.2019 8:30 a.m. (Beijing time)**
3. The opening of tender offers will take place in the Contracting authority's headquarters on **10.12.2019 at 9:00 a.m. (Beijing time)**
4. The opening of tender offers is non-confidential. The attendance of Contractors is not mandatory.
5. During the opening of tender offers the Contracting authority will read the information specified in the article 86, paragraph 4 of the PPLA.
6. Immediately after opening tender offers the Contracting authority will publish, on his website, information regarding:
 - 1) the figure which will be allocated to finance the Contract;
 - 2) companies and addresses of the Contractors, who submitted their tender offers on time;
 - 3) prices, the performance date of the Contract, the duration of the guarantee and the payment terms, if specified in the tender offers.

XII. DESCRIPTION OF THE METHOD USED FOR THE CALCULATION OF THE PRICE.

1. The price indicated in the tender offer must take into account all expenses that the Contractor will incur arising from the proper performance of the subject matter of the Contract, according to the rules specified in the TOR, especially according to the detailed description of the subject matter of the Contract and the Contract itself.
2. Gross price is to include due VAT.
3. If there is a submission of a tender offer which imposes a tax duty on the Contracting authority due to the VAT tax, the Contracting authority, in order to evaluate the abovementioned tender offer, will increase its price by the VAT tax which will have to be invoiced according to the regulations. In the case of such event, the Contractor submitting a tender offer is obliged to notify the Contracting authority that the selection of his tender offer will impose a tax duty on the

Contracting authority, indicating the name (form) of the service imposing the duty and indicating the amount without the tax.

XIII. DESCRIPTION OF THE CRITERION WHICH THE CONTRACTING AUTHORITY WILL USE IN SELECTING A TENDER OFFER, ALONG WITH DESCRIPTIONS OF THE MEANING OF THE CRITERIA AND THE METHOD FOR EVALUATING TENDER OFFERS.

1. The Contracting authority will evaluate submitted tender offers using the criteria below:

No.	Criterion	Weight
1.	Price	20 %
2.	Key Performance Indicator Achievement (KPI) - applications to the competition	30 %
4.	Key Performance Indicator Achievement (KPI) - impressions	30 %
5.	Creative concept for the campaign	20%

- 1) **"Price" criterion (P) - weight 20%.** The points for the "Price" criterion will be calculated as follows:

$$P = P_{\min}/P_o \times 20 \text{ pts}$$

where:

P - the amount of points given for the "Price" criterion,

P_{min} - the lowest priced offer from all of the valid and unrejectable tender offers,

P_o - the price of the currently evaluated tender offer.

- 2) **„Key performance Indicator Achievement (KPI) - applications to the competition” criterium (T_{KPI1}) - weight 30%.** The points for the "Key Performance Indicator (KPI)" criterion will be calculated on the bases of declared number of applications to the competition for the Ambassadors of Poland as follows:

$$T_{KPI1} = T_{o1}/T_{\max1} \times 30 \text{ pts}$$

where:

T_{KPI1} – the points given to the currently evaluated tender offer for the "Key Performance Indicator Achievement (KPI)" criterion: number of applications,

T_{max1} – the highest value in the criterion across all offers,

T_{o1} – the value of the criterion in the currently evaluated tender offer.

The Contractor is obliged to provide in the form the declared number of applications (not less than 30) - T_{o1}. Offering a number of applications at level 30 results in 0 pts in this criterion.

- 3) **"Key Performance Indicator Achievement (KPI) - impressions" criterium (T_{KPI2}) - weight 30%.** The points for the "Key Performance Indicator (KPI)" criterion will be calculated on the bases of declared number of impressions of the campaign as follows:

$$T_{KPI2} = T_{o2}/T_{max2} \times 30 \text{ pts}$$

where:

T_{KPI2} – the points given to the currently evaluated tender offer for the "Key Performance Indicator Achievement (KPI)" criterion: number of impressions,

T_{max2} – the highest value in the criterion across all offers,

T_{o2} – the value of the criterion in the currently evaluated tender offer.

The Contractor is obliged to provide in the form the declared number of impressions (not less than 10 000 000) - T_{o1}. Offering a number of impressions at level 10 000 000 results in 0 pts in this criterion.

- 4) **"Creative concept for the Campaign" criterium (C) = weight 20%.** The points in this criterion will be calculated as follows:

- Attractiveness of creative concept for the Campaign, understood as original, well thought way to attract target audience to take part in the competition for Ambassadors of Poland – 10 points;
- Level of adjustment of the creative concept of the Campaign to the requirements of Detailed description of the subject matter of the Contract:
 1. Adjustment of the campaign to the target audience – 5 points;
 2. Adjustment of the campaign to the marketing goals and set impression goals – 5 points.

In „creative concept of the Campaign" criterium the offer can obtain maximum of 20 points.

If the Contractor in the offer declares lower KPI success rates than the minimum required in the Description of the subject matter of the Contract, the offer will be rejected as being incompatible with TOR.

The offer can obtain jointly up to 100 points.

2. Calculation will be conducted with up to two decimal places.
3. The most favourable offer will be the tender offer, which receives the highest amount of points after summing all of the points from all of the criteria.
4. During the process of investigating and evaluating tender offers the Contracting authority is authorised to demand clarification regarding content of tender offers.

XIV. INFORMATION ON FORMALITIES WHICH SHALL BE COMPLETED AFTER THE SELECTION OF A TENDER OFFER IN ORDER TO ENTER A CONTRACT REGARDING PUBLIC PROCUREMENT.

1. The Contractors taking part in the procurement will be notified of its results.
2. Upon approval of the most favourable offer, the notification about the selected tender offer will be published on the Contracting authority's website.
3. The Contracting authority will proceed with entering into a Contract with the selected Contractor, pursuant to the article 94 of the PPLA.
4. If the offer selected is an offer by the Contractors participating together in the procedure of public procurement award, both Contractors are obliged to provide the Contracting authority, within the deadline indicated by him, a contract governing their cooperation. The contract governing the cooperation between Contractors participating together in the procedure of procurement award shall define i.a.:
 - 1) the entities submitting the tender offer;
 - 2) the economic purpose of entering into the contract;
 - 3) the principles of managing affairs;
 - 4) the duration of the contract (it is required that this duration shall not be shorter than the period of the performance of the Contract) as well as the duration of the guarantee and/or the warranty.
5. Failing to submit the documents specified in the subclause 4 shall be treated by the Contracting authority as an example of repeal, in which case the Contracting authority may select the most favourable tender offer from the remaining offers.

XV. REQUIREMENTS REGARDING PROPER PERFORMANCE OF THE CONTRACT.

The Contracting authority does not require a submission of a tendering security for the proper performance of the Contract.

XVI. PROVISIONS OF THE CONTRACT, WHICH WILL BE INCLUDED IN THE CONTENT OF THE PUBLIC PROCUREMENT CONTRACT, GENERAL CONDITIONS, OR A MODEL CONTRACT, IF THE CONTRACTING AUTHORITY DEMANDS FROM THE CONTRACTOR ENTERING THE PUBLIC PROCUREMENT CONTRACT UNDER SUCH CONDITIONS.

The provisions of the Contract are specified in the **Appendix No. 4 to these TOR.**

XVII. INFORMATION PASSAGE ABOUT THE GDPR

In compliance with the article 13 paragraphs 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereafter referred to as "GDPR"), we inform that:

1. The data controller of your personal data is the Polish Tourism Organisation, with the headquarters in Warsaw, Chalubinskiego 8, NIP (VAT Identification Number): 525-21-50-196 (further referred to as "PTO" or "Data controller").
2. On any matters regarding processing of the data, the PTO's Data Protection Officer can be contacted either:
 - 1) by e-mail: dpo@pot.gov.pl or
 - 2) by writing to the data controller's address: Polish Tourism Organisation, Chalubinskiego 8, 19th floor, 00-613, Warsaw.
3. Your personal data will be processed according to the article 6 paragraph 1, point c) of GDPR necessary for public procurement contract award, conducted as an open tender, under the name a *comprehensive preparation and performance of the promotional action on the Chinese market, aiming at promoting Poland as an*

attractive travel destination and increasing number of sold tourism products, which include Poland in their offer, on portals associated with travel services.

4. The recipients of your personal data will be entities, which will receive the procurement documents on the basis of the act of 6 September 2001 about access to public information (Journal of Laws from 2016, item 1764, as amended).
5. Your personal data will be stored, in compliance with the article 97, paragraph of the PPLA, for the duration of 4 years after the end of the procurement award procedure, and if the Contract's duration period exceeds 4 years, it will be stored for the duration of the Contract.
6. Your personal data will not be decided using automated means, as specified in the article 22 of the GDPR.
7. You have the right to:
 - 1) subject to the article 15 of the GDPR, the right to access your personal data;
 - 2) subject to the article 16 of the GDPR, the right to rectify your personal data¹;
 - 3) subject to the article 18 of the GDPR, the right to request the data controller to limit the processing of personal data, subject to the relevant provisions on the basis of the article 18 paragraph 2 of the GDPR²;
 - 4) the right to file a complaint with the President of the Personal Data Protection Office, if you regard that the processing of your personal data violates the GDPR legislation.
8. You do not have the right to:
 - 1) on the grounds of the article 17, paragraph 3, points b), d) and e) erase the personal data;
 - 2) transmit personal data, as specified in the article 20 of the GDPR;
 - 3) subject to the article 21 of the GDPR, the right to object to processing of the personal data, due to the basis of the processing of your personal data being the article 6, paragraph 1, point c) of the GDPR.

XVIII. LETTER OF RIGHTS DEFINING LEGAL PROTECTION WHICH THE CONTRACTOR IS ENTITLED TO THROUGHOUT THE PROCUREMENT PROCEDURE.

The legal protection has been specified in the Chapter VI of the PPLA. The Contractor and any other entity are entitled to legal protection if it has or had an interest in receiving a particular procurement and incurred or can incur damages as a result of the Contracting authority infringing the regulation of the PPLA. Additionally, other organisations specified on the list referred to in the article 154, subclause 5 of the PPLA are entitled to legal protection due to the procedure of the procurement and due to the TOR.

¹ Exercising the right to rectify your personal data will not change the outcome of the public procurement award procedure, nor change the provisions of the Contract as regards the PPLA, and shall not violate the integrity of the protocol and its appendices.

² The right to limit the processing does not apply to storing, in order to ensure the ability to use legal protection or in order to protect any natural or legal persons, or considering the protection of the European Union's public interest or any Member State's.

Description of the subject matter of the Contract

SUBJECT OF CONTRACT

Subject of the contract is comprehensive design and performance of promotional campaign „Ambassadors of Poland” as well as other services associated with the campaign as defined by Contracting authority.

AIM OF THE CAMPAIGN

It is the first ever campaign of this kind conducted on Chinese market which aims at promoting Poland as attractive tourism destination for individual travelers (FIT) and people interested in customized travel, by depicting travel journey from the ordinary traveler point of view.

The Campaign bases on conducting on one of travel platforms present on Chinese market (Online Travel Agencies like Ctrip, Tuniu, Mafengwo, Qyer) recruitment of “Ambassadors of Poland” among Chinese citizens adherent to specific criteria, who will be promoting outbound tourism to Poland through publication of content created in course of trips to Poland organized by Contracting authority on social media channels, profiles of Contracting authority and OTA platforms.

The created content promoting different regions and cities of Poland will aim at inspiring FITs organizing their travel itineraries by themselves or using semi-customized travel products, who look for travel inspirations online, to choose Poland as their next travel destination.

The Ambassadors should be motivated to participate in the recruitment process by the promise of being part of cultural exchange between China and Poland, broadening their interest and knowledge about Poland, sharing their experiences from travel with others, prestige of exclusive title of Ambassador of Poland granted by Polish National Tourist Office in Beijing, the attractiveness of being a part of the adventure, possibility to promote their social media accounts and at least two free of charge trips to Poland.

Through the course of campaign new marketing content will be created that will stimulate interest in Poland as travel destination.

The Contractor guarantees that all of his actions associated with promotion of the campaign in the time period from the announcement of the recruitment process until the last publication by Ambassadors will reach at least 10 million impressions (including Contractors social media publications reach, landing page visits, partner media publications etc).

The target group of the campaign:

- Citizens of People’s Republic of China,
- International tourists interested in European destinations,
- FITs organizing their travel themselves or choosing semi-customized travel products (flight + accommodation packages),
- Young people in the age 20-45, professionally active,

- People searching for travel inspiration online through travel blogs and social media accounts.

COURSE OF THE CAMPAIGN

Time frame for the realization of the campaign: 15.12.2019 – 1.12.2020

Duration of the contract: from the date of signing contract until 15.12.2020

The campaign budget along with the Contractor's remuneration: 311.257,90 CNY gross.

Campaign consists of:

1. Designing and planning of the Campaign (communication strategy, time schedule of activities, media plan, creation of marketing designs, terms and conditions of campaign, preparing in cooperation with Contracting authority criteria of choosing Ambassadors, preparing draft agreement between Contracting authority and Ambassadors).
2. Recruitment of "Ambassadors of Poland" among platform's audience, representatives of young, individual tourists (FITs), travelling usually in the company of friends (preparation of landing page/mini program promoting recruitment process, reaching potential candidates with promotional information, preliminary elimination of candidates, assisting Contracting authority with choosing final winners, announcing of the recruitment results).
3. Servicing the campaign and analysis of the results:
 - a. Promotion of travel materials created in the course of cooperation between PNTO and Ambassadors, supporting Ambassadors in the preparation and publication of content, publication of content on the Contractors platform and social media channels (including paid advertisements intended to redirect traffic to content published by Ambassadors).
 - b. Monitoring and optimisation of efficiency of conducted campaign to ensure the highest possible results and achieving Key Performance Indicators. marketing designs.
 - c. The Contractor will draw up draft reports on ongoing basis showing state of the campaign activities as well as a final report with summary of the whole campaign and recommendations for the future. The final report should depict the results of the campaign using screenshots of active/inactive ad formats together with their statistics, (i.a. number of impressions, number of clicks, CTR, demographic profiles of people interacting with advertisement).
4. The designs will be prepared by the Contractor according to the technical specifications, content guidelines, brand book and necessary materials delivered by the Contracting authority. The Contractor will be responsible of preparation of advertising materials including image / video formats and copy, which should:

- a. Be linguistically and grammatically correct,
- b. Include clear and inviting CTA,
- c. Include personalized communication in line with interests of the target group,
- d. Adhere to Contracting authority's brand book.

The proposed media campaign plan should include variety of digital formats, for example: display, rich media, XHTML, video advertisement, text advertisement, social media posts, mailing, sms, landing pages etc, according to the recommendations of the Contractor.

ACTIVITIES AND RESPONSIBILITIES OF CONTRACTOR

1. Designing and planning of the campaign

Submission of time schedule for the whole duration of the cooperation of planned promotional activities (media plan) to the Contracting authority for approval.

Submission of design of landing page/mini program of the campaign to the Contracting authority for approval.

Submission to the Contracting authority for approval of visual identification of campaign, including logo of the campaign, consistent font usage, graphic designs outline, slogan, hashtag which would be constantly promoted through all PR communication.

Including into strategy plan for use of Contracting authority's social media accounts on Weibo, Wechat, Youku, Douyin, and its website bolan.travel, which will support promotion of the campaign.

Submission of terms and conditions of the recruitment process, prepared in line with guidelines from Contracting authority, for approval.

General guidelines for Terms and conditions of the recruitment:

"Ambassadors of Poland" is a promotional campaign organized by Contractor on behalf of Contracting authority.

Time frame of the recruitment: **from the date of signing the agreement until 1.12.2020** (Contracting authority reserves the right to modification of the time frame).

In course of the recruitment due to selection of candidates one pair of friends will be selected as Ambassadors of Poland for 2020 to promote outbound tourism to Poland.

The Terms and Conditions should include:

- Information about Contractor and Contracting authority,
- Time schedule of the recruitment process and the campaign,
- Information about the terms of application and requirements which candidates should adhere to,
- Draft of the agreement between Contracting authority and the Ambassadors, regulating most of all the conditions of participation in the campaign, the tasks of Ambassadors, ... responsibilities of Contracting authority, copyrights to created content, usage of Ambassador's image,

- Information regarding licensing to Contracting authority and Contractor of content created by the ambassadors in the course of cooperation with Contracting authority,
- Detailed description of tasks of Ambassadors,
- Information about selection criteria for candidates to become Ambassadors,
- Information regarding GDPR.

2. Recruitment of Ambassadors

The Contractor is responsible for conducting, according to selection criteria prepared with Contracting authority, of recruitment of **one pair of friends** to become Ambassadors of Poland.

The Contractor will be responsible for publishing **Terms and conditions** of the recruitment in a manner that assures conveying the information to participants, as well as for **announcing** the start of recruitment process.

Contractor will take on all promotional activities to assure efficient recruitment, which will lead to application of at least 30 pairs of candidates. The Contractor is responsible for guidance of the recruitment process and supporting candidates with all needed information.

Evaluation of candidates

All submitted applications, which adhere to the preliminary requirements, will be evaluated on the scale from 1 to 10 on the basis of quality of submitted recruitment materials (video or written text, depending on Contractor's recommendations). The evaluation will be conducted by jury appointed by Contracting authority.

The winners will be informed in advance about the result of the recruitment, followed by signing of the cooperation agreement with Contracting authority, which will regulate conditions of the whole campaign.

The Contractor's responsibility will be as well to collect formal confirmations from participants of the recruitment to the use of their image and content for the aim of the recruitment process.

The Contractor will evaluate applications on the basis of preliminary requirements (which final outline may change in course of consultations between Contracting authority and Contractor):

- Citizenship of People's Republic of China,
- Holding of passport allowing for international travels, valid at least until 31.12.2020
- Knowledge of English language at least at intermediate level,
- Age between 25-35 years old,
- Possession of at least two social media accounts among the following (the guidelines may change in course of consultation between Contracting authority and Contractor):
 - Weibo: max 200 000 followers
 - Douyin: max 50 000 followers
 - Xiaohongshu: max 10 000 followers
 - Qyer/tuniu/Ctrip/Mafengwo: max 10 000 followers
- Acceptance of terms and conditions of participation in the campaign,
- Submission of recruitment materials for quality evaluation, depicting why the candidate wants to become the Ambassador of Poland, in form of video or written text (the material will be subject to evaluation by jury chosen by Contracting authority on the basis of creativity of applicants and their knowledge about Poland).

The Contractor will prepare juxtaposition of all viable candidates.

In case of the failure of the chosen Ambassadors to obtain visa allowing for travel to Poland, the next pair of candidates with the highest score will be chosen in their place. If those candidates will not be able to receive visa, next candidates in line will be chosen, until successful.

Landing page / mini program

Contractor will design landing page / mini program on its travel platform, dedicated to all the activities concluded for the purpose of the campaign and available for visitors at least during the full course of the campaign.

The main aims of the landing page will include informative and conversion goals:

- a) Maximalization of volume of visits to the landing page from different channels of Contractor, where publications regarding the Campaign will be posted,
- b) Constantly updating of the content and information associated with the phases of recruitment process and results of Ambassadors travel,
- c) Publishing of links to the content published by Ambassadors as a result of cooperation with Contracting authority,
- d) Presentation of chosen candidates and their recruitment materials,
- e) Publishing of terms and conditions of the campaign.

3. Servicing the campaign and analysis of the results:

Monitoring and analysis of landing page traffic and social media channels of the campaign (belonging to Contractor, Contracting authority and Ambassadors). At the end of each phase of the Campaign the Contractor will prepare a report summing up all activities of the Campaign. The template for the report will be prepared in consultation with Contracting authority.

Impressions result. The Contractor guarantees that all of his actions associated with promotion of the campaign in the time period from the announcement of the recruitment process until the last publication by Ambassadors will reach at least **10 million impressions** (including Contractor's social media publications reach, landing page visits, partner media publications etc).

Through the course of the whole Campaign final decision regarding taken activities belongs to the Contracting authority. Contracting authority reserves the right to modifications of the chosen creative designs, projects, requirements and time frame.

Ambassadors tasks

The main task of Ambassadors will be to publish promotional content (in form of articles, photos, videos) created during the travel to Poland organized by Contracting authority, as well as touring information about tourist attractions of Poland, supplied by Contracting authority. All publication will be created by Ambassadors themselves with the technical support of Contractor and substantive support from Contracting authority. During the travel, to assure high quality of the materials, the Ambassadors will be accompanied by professional photographer/videomaker, provided by Contracting authority.

On all channels that Ambassadors will publish their posts, the content should include information that the material was created in cooperation with Contracting Authority.

Ambassadors will be obliged to post content during the whole period of the agreement, which means until 1.12.2020:

- One long travel diary from each travel to Poland organized by Contracting authority (minimum 3000 characters),
- One post on at least two of the social media accounts of Ambassadors from each of the visited tourist attraction,
- One 20-60 sec video from each day of the travel to Poland organized by Contracting authority
- In the time period in between travels to Poland one post per week on any chosen tourism attractions, prepared basing on information supplied by Contracting authority.

Preparation of final report

Contractor will prepare final detailed report, summing up all the activities included in the campaign and their results. Report should be prepared in form of presentation (ppt).

ACTIONS AND RESPONSIBILITIES OF CONTRACTING AUTHORITY

In course of the cooperation Contracting authority will be responsible for organizing at least two trips to Poland for the pair of Ambassadors, covering all the costs associated with the travel (flight tickets, visas, tour guide, accommodation, land transportation, boarding and entrance to tourist attractions). During the campaign the Contracting authority will support Ambassadors on merits in planning the content of publications regarding Poland.

FINAL PROVISIONS

Contracting authority reserves the right to minor modification and changes to the scope of the described activities included in the campaign. All the changes will be consulted with the Contractor in the operating mode. Final decision regarding outlook of the campaign is reserved to Contracting authority.

Annex no. 2 to the TOR

**Contracting Authority:
Polish National Tourist Office
8014 Chang Fu Gong Office Building;
26, Jian Guo Men Wai Avenue,
Beijing, China, 100022**

BIDDING FORM

The name and the address of the entity submitting a tender offer:

.....
VAT Identification Number (NIP) Business Registration
Number
(REGON).....

The correspondence address, in case the Contracting authority has to send any packages:

.....
.....

The person authorised to contact the Contracting authority:
Phone number: (**) Fax: (**)
email

Responding to the tender regarding: a comprehensive **a comprehensive design and performance of promotional campaign „Ambassadors of Poland” as well as other services associated with the campaign as defined by Contracting authority.**

PRICE: **gross CNY,**
i.e. in words gross CNY.

Key Performance Indicators: declared value

Declared number of applications for competition for Ambassadors of Poland (no less than 30)

Declared number of impression (no less than 10 000 000)

1. I/We hereby declare that:
 - 1) the subject matter of the Contract will be performed by the date specified in the TOR;
 - 2) we acquainted ourselves with the requirements specified by the Contracting authority in the TOR, especially with the description of the subject matter of the Contract, we accept these requirements and have no objections regarding them;
 - 3) we acquired every necessary information required to prepare and perform the Contract;
 - 4) we accept the provisions of the Contract and agree to enter into the Contract on the basis of these provisions without any objections;
 - 5) we consider ourselves bound by the tender maintaining period for a period of 30 days after the deadline for the submission of tender offers.

The part of the Contract which we are planning delegate to subcontractor/s includes (if applicable):

.....
.....

2. The tender offer was submitted on pages.

3. Integral parts of the offer attached to it:

1),

2),

3),

4),

.....
(date, name and surname as well as a signature
of the authorised Contractor's representative)

Contractor's Stamp

--

**Polish National Tourist Office
8014 Chang Fu Gong Office Building;
26, Jian Guo Men Wai Avenue,
Beijing, China, 100022**

DECLARATION

Taking part in the procedure of public procurement award, conducted as an open tender, for a **comprehensive design and performance of promotional campaign „Ambassadors of Poland”** as well as other services associated with the campaign as defined by Contracting authority.

, case No.:, on behalf of the Contractor I/We submit as follows:

**Part I: CONTRACTOR'S INFORMATION
A: Information about the Contractor**

<i>Identification:</i>	<i>Reply:</i>
Name:	[...]
Postal address:	[.....]
Person or persons authorised to contact ³ : Phone: Email address:	[.....] [.....] [.....]
Is the Contractor a ⁴ : - a microenterprise? - a small enterprise? - a medium-sized enterprise?	<input type="checkbox"/> Yes <input type="checkbox"/> No ⁵ <input type="checkbox"/> Yes <input type="checkbox"/> No

³Information about the persons authorised to contact has to be repeated as many times as necessary.

⁴Cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (Journal of Laws 20.5.2003 L 124, p. 36). This information is only used for statistical purposes.

Microenterprise: an enterprise employing less than 10 people and having a turnover or a balance sheet less than 2 mln EUR.

Small enterprise: an enterprise employing less than 50 people and having a turnover or a balance sheet less than 2 mln EUR.

Medium-sized enterprise: an enterprise which is not a microenterprise, nor a small enterprise, employing less than 250 people and having a turnover less than 50 mln EURO or a balance sheet less than 43 mln EUR.

⁵ Choose appropriately.

	<input type="checkbox"/> Yes <input type="checkbox"/> No ⁶
<i>The form of participation:</i>	<i>Reply:</i>
Is the Contractor taking part in the procedure of public procurement award together with other Contractors (consortium)? ⁷	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes: a) indicate the function of the Contractor in the group (leader, responsible for set tasks, etc.): b) indicate other Contractors who take part in the procedure of public procurement award:	a): [.....] a): [.....]

B: Information regarding Contractor's representatives⁸

Persons authorised to represent:	Reply:
Name and surname,	[.....], [.....]
Position/performing as:	[.....]
Postal address:	[.....]
Phone:	[.....]
Email address:	[.....]
If deemed necessary, please provide detailed information regarding the representation (its form, extent, objective, etc.):	

C: Information regarding reliance on resources of other entities

<i>Indicating conditions with referral to the resources of other entities:</i>	<i>Reply:</i>
Is the Contractor relying on resources of other entities in order to comply with the conditions of participation in the procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, ⁹ provide: a) The name of the entity whose resources the Contractor relies upon b) the conditions which the Contractor complies with relying on the resources of another entity. c) postal address:	a) [...] b) [...]

⁶ Choose appropriately.

⁷ If YES has been chosen, each of the Contractors applying for the procurement award submits the declaration separately.

⁸The information about the persons authorised to represent the Contractor has to be provided, as means necessary for the procedure on the basis of full authorisation. If there is no authorised person, the names listed in specific registries (e.g. KRS) are authorised to represent the Contractor in this procedure.

⁹ Provide appropriate information as many times as necessary, depending on the amount of other entities referred to.

	c) [...]
The Contractor is obliged to fulfil the form in part II ("The basis for exclusion") separately for each and every entity whose resources the Contractor relies upon.	

D: Information regarding subcontractors whose resources the Contractor does not depend on

<i>Subcontracting:</i>	<i>Reply:</i>
Is the Contractor intending to delegate any part of the Contract to third parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, specify the part of the Contract which the Contractor intends to delegate to subcontractor/s.	[...]
If possible, provide a list of suggested subcontractors:	[.....]

Part II: The basis for exclusion

A: Information about the absence of circumstances specified in the article 24, paragraph 1 of the PPLA.

1. I declare that there are no **circumstances that apply to me** which were specified in the article 24, paragraph 1, subclauses 13-22 of the PPLA, which would result in exclusion from the procedure.¹⁰
2. Regarding the declaration specified in the Part 1, section C, made by this entity/ies:
.....,
.....,

I hereby indicate, relying on this entity/ies resources in order comply with the conditions of participation in this procedure, that there are no applicable circumstances specified in the article 24, paragraph 1, subclauses 12 - 23 of the PPLA.¹¹

B: Information about the presence of applicable circumstances specified in the article 24, paragraph 1 of the PPLA.¹²

I hereby declare that there is a basis for the exclusion from the procedure towards me/ towards this entity:¹³
.....,
.....,

¹⁰The Contractor can cross out this point if there is a basis for excluding him, and if he submits an appropriate declaration regarding this matter in the further part.

¹¹The Contractor can cross out this point if he himself indicates complying with the conditions of participation in the procedure, or, if there is a basis for exclusion for another entity, and he submits an appropriate declaration regarding this matter in the further part.

¹²The Contractor fills out this section only in the event of presence of the circumstances specified in the article 24, paragraph 1 towards, respectively, a contractor/ a third party.

¹³ Cross out where inapplicable.

on the grounds of the article 24, paragraph¹⁴ of the PPLA.

At the same time I declare that, on the grounds of the article 24, paragraph 8 of the PPLA, I have taken the following corrective measures, which, in my opinion, allow me to participate in the procedure:.....
.....

PART III: CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

I hereby declare that I comply with the conditions for participation in the procedure specified by the Contracting authority in the chapter V of TOR.

Part IV: FINAL PROVISIONS

The undersigned hereby declare that the information provided in the above Parts I-III are precise, correct and presented with a full awareness of the ramifications stemming from misleading the Contracting authority.

The undersigned hereby declare that they can, on demand and without any delay, present declarations and other documents, excluding cases where:

- a) the contracting institution or the contracting entity has the ability to acquire necessary documents via a free, national database in any member state, which would directly confirm the documents, or*
- b) the contracting institution or the contracting entity already acquired necessary documentation.*

....., date

(place, date)

.....

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

¹⁴ The Contractor shall indicate the applicable basis for exclusion from the procedure.

PROVISIONS OF THE CONTRACT

This Contract is made on in between:
....., hereinafter referred to as **Contracting authority**,
represented by

1.

and

....., hereinafter referred to as **the Contractor**, represented by

1.

2.

hereinafter referred to as the **Contract**,

The Contract shall be concluded under an open tender procedure, art. 39 of the PPLA (uniform text: Journal of Laws from 2019, item 1843, as amended).

Definitions

1. **Ambassador** - the person or people selected in the competition as part of the campaign, who will promote Poland's tourism assets throughout the duration of the contract.
2. **Source Materials** - all materials necessary to prepare and produce advertising materials, used in the campaign, provided by the Contracting Authority.
3. **Advertising Materials** - materials prepared by the Contractor for the Contracting Authority, used to implement the campaign.
4. **Ambassadors Materials** - all materials prepared and created by selected Ambassadors participating in the Campaign, in particular entries, posts, video materials, photographs, reports, as well as artistic performances.

§ 1. Subject of Contract

1. Subject of the contract is comprehensive design and performance of promotional campaign „Ambassadors of Poland” as well as other services associated with the campaign as defined by Contracting authority (**“Campaign”**), in course of three stadiums:
Stadium 1:
 - a) Designing and planning of the Campaign (communication strategy, time schedule of activities, terms and conditions of the Campaign, preparing in cooperation with Contracting authority criteria of choosing Ambassadors, preparing draft Contract between Contracting authority and Ambassadors),
 - b) Recruitment of Ambassadors among platform audience, representatives of young, individual tourists (FITs), travelling usually in the company of

friends (preparation of landing page/mini program promoting recruitment process, publication of content, reaching potential candidates with promotional information).

Stadium 2:

- c) selecting the winning pair of Ambassadors (conducting preliminary elimination of candidates and supporting the Contracting Authority in the selection of Ambassadors, announcing the results).

Stadium 3:

- d) promotion of travel materials created in the course of cooperation between Contracting authority and Ambassadors (publication of content on Contractor's portal, social media and different channels, paid advertisement intended to redirect traffic to content published by Ambassadors, supporting Ambassadors in creation of promotional content),
 - e) preparation and presenting of final report from the Campaign.
2. Performance by the Contractor of the subject of the Contract referred to in § 1 point 1 will be implemented to the extent consistent with the Description of the Subject of the Contract, constituting **Annex No. 1** to the Contract, the Contractor's Offer, constituting **Annex No. 3** to the Contract, and the provisions of this Contract.
 3. The Contractor, under this Contract, and in particular within the remuneration specified in § 5 point 1, transfers to the Contracting authority copyrights to all Advertising Materials.

§ 2. Responsibilities of the Contractor

1. The Contractor is obliged to perform the Contract according to the submitted offer, description of the subject matter of the Contract mentioned in § 1 point 2.
2. The Contractor will endeavor to efficiently and timely perform the subject matter of the Contract, according to the time schedule mentioned in § 4 point 2.
3. The Contractor is obliged to achieve during the course of Contract declared KPIs mentioned in the description of the subject matter of the Contract (**Annex No. 1** of this Contract), understood as:
 - 1) applications for the competition for Ambassadors,
 - 2) impressions of the Campaign.

§ 3 Cooperation between two Parties

1. For a contact person and an overseer during the performance of the subject matter of the Contract:
 - 1) the Contracting authority appoints:
 - 2) the Contractor appoints:
2. The Contracting authority shall have the right to require the Contractor to change the persons designated for contact. The Contractor is obliged to execute the request of the Contracting authority within 24 hours from the date of submission of the request by e-mail.
3. The Contracting authority agrees to cooperate with the Contractor in order to ensure a proper implementation of the Contract, especially in the regard of sharing Source materials: all necessary documents, information and explanations, particularly in the event of absence of necessary documentation, in a way and

within the time limits which allow for the correct performance of the responsibilities stemming from this Contract.

4. Acceptance of the final version of the Advertising material, belongs to the Contracting authority. Any changes to the Advertising material provided by the Contractor, the Contracting authority will be obliged to submit as soon as possible, but no later than 48 hours after receipt of the Advertising material proposal. Comments shall be made in writing or by e-mail, in accordance with the choice of the Parties. The Contractor is obliged to immediately (within 24 hours or in case of more complex matters no later than within 48 hours) reply to the Contracting authority changes, to introduce appropriate amendments and submit to Contracting authority amended version of Advertising materials.

§ 4 Time frame of the Contract

1. The subject matter of the Contract shall be executed until the date of **15.12.2019**.
2. Within 5 calendar days from the date of signing of the Contract, the Contractor undertakes to provide a schedule for the execution of the Contract, taking into account the deadline for implementation of the online activities indicated in the description of the subject matter of the Contract (**Annex No. 1** of this Contract).
3. The protocol for the receipt of completed works, as shown in **Annex No. 2** of this Contract, shall be signed by both Parties as a confirmation of the proper performance of this Contract.

§ 5. Remuneration

1. For the conduct of the subject matter of the Contract, the Contractor shall be granted a remuneration of CNY gross (in words: yuan) („Remuneration”), paid in three tranches:
 - a) tranche I - 60% of Remuneration (... CNY (in words: 00/100 yuan) gross) will be made after successful execution of the subject matter of the Contract mentioned in § 1 point 1a and 1b (stadium 1 of the Campaign),
 - b) tranche II - 10% of Remuneration (... CNY (in words: 00/100 yuan) gross) will be made after successful execution of the subject matter of the Contract mentioned in § 1 point 1c (stadium 2 of the Campaign),
 - c) tranche III - 30% of Remuneration (... CNY (in words: 00/100 yuan) gross) will be made after successful execution of the subject matter of the Contract mentioned in § 1 point 1d and 1e.
2. Payment will be made within 14 days from the date of receipt by the Contracting authority of properly issued invoices. The basis for issuing individual invoices by the Contractor are protocols of completion of each stadium of the Campaign signed by the Parties.
3. The sum of individual invoices may not exceed the amount referred to in point 1 above.

§ 6. Contractual penalties

1. For any delay in the performance of any part of the subject matter of the Contract or failure to achieve declared KPIs mentioned in § 2 point 3, the Contracting

authority will deduct amount of penalty in proportion to the total Remuneration from the second tranche.

2. For the withdrawal from the Contract by either Party, for reasons attributable to the Contractor, the Contractor shall pay the Contracting authority a contractual penalty of 10% of the amount referred to in § 5 point 1.
3. The right of withdrawal does not limit the right of the Contracting authority to require the Contractor to pay contractual penalties.
4. The payment of contractual penalties, as well as their deduction by the Contracting authority from Remuneration, shall not relieve the Contractor from the obligation to perform the subject of the Contract.
5. If the value of damage suffered exceeds the value of the contractual penalty, the Contracting authority may claim compensation under the general rules.
6. The Contractor hereby consents to any deductions from the Remuneration made by the Contracting authority if any contractual penalties arise.
7. Contractual penalties may be subject to summing.

§ 7 Withdrawal from the Contract

1. Except as otherwise provided in the Polish Civil Code, the Purchaser shall be entitled to withdraw from the Contract in the case of:
 - 1) The existence of a material change of the circumstances, which could not be foreseen at the time of the conclusion of this Contract, in which the performance of the Contract is not in the public interest,
 - 2) There will be a breach of the conditions indicated in § 2 point 3 of this Contract,
 - 3) The delay in commencement of the execution of the Contract or in case of not executing the Contract for more than 5 consequent calendar days; the right of withdrawal shall also cover the situation where the Contractor does not submit the schedule referred to in § 4 point 2, within 5 calendar days from the date of signing the Contract.
2. A statement by the Contracting authority on withdrawal from this Contract shall be submitted to the Contractor in writing. The Contracting authority may exercise its right of withdrawal within 30 days from the date of the occurrence of the circumstances entitling him to withdraw from the Contract.

§ 8 Copyrights

1. The Contractor declares and warrants that he has properly acquired copyrights to materials or their elements and that the extent of his acquisition of copyrights is sufficient for the commencement and proper implementation of this Contract, and that the conclusion of this Contract does not violate any rights of third parties.
2. The Contractor shall transfer to the Contracting authority copyrights to the Advertising materials executed under this Contract, in accordance with the provisions of the Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws of 2018, item 1191, as amended) , as part of the Remuneration referred to in § 5 point 1 of this contract.
3. The grant of the license referred to above shall cover all the fields of exploitation currently existing, and in particular the following exploitation fields:

- 1) Any fixation or reproduction of works (including the entry into memory of a computer or other device), making copies by any technique (including printing, reprography, magnetic, mechanical, optical, analog or digital technique) in any system or format; fixation on any media, including any audio or video, paper or similar media, photosensitive, magnetic, optical, computer media, disk drives, memory bones, and other record and memory media;
- 2) Any trade of the Advertising materials and their copies produced in accordance with subparagraph 1) of this section, including placing them on the market, lending, sharing or putting into service under another legal relationship;
- 3) Any other dissemination of works, including in particular:
 - a) Any communication to the public of the Advertising materials in such a way that everyone can have access to them at the place and time of their choice, including through terrestrial stations, via satellite, cable, telecommunications or multimedia networks, databases, servers or other devices and systems, including third parties, in open or closed circulation, in any technology, system or format, with or without the ability to record,
 - b) Any public reproduction, display, exercise, or issue.
4. The transfer of copyrights to Advertising materials to the Contracting authority and the transfer of ownership of the original and copies of the works and the media on which they were fixated shall take place upon acceptance by the Contracting authority of the final version of the relevant Advertising material, or when the Advertising Material is submitted to the Contracting authority in the absence of any obligation to obtain acceptance from the Contracting Authority.
5. The Contractor declares that his rights to the created Advertising materials are not and will not be limited to the extent that affect the correct performance of this Contract. In addition, the Contractor shall ensure that by the date of the signing of this Contract there were no obligations enlisted that restrict or excluded the right of the Contractor to transfer their copyright to the Contracting authority.
6. The Contractor declares that the Advertising material does not infringe the copyrights of third parties, the rights of any person related to the dissemination of their image, the provisions of the Polish Act on combating unfair competition, and there are no other circumstances that could expose the Contracting authority to third parties for the exploitation of Advertising materials.
7. The Contractor shall indemnify the Contracting authority and relieves Contracting authority's liability in respect of third party claims in violation of copyright, both property and personal claims of third parties, reported in connection with the distribution of their images or any other claims in connection with the subject matter of this Contract, as well as in respect of claims or liability of the Contracting authority related to the inaccuracy of any statements or representations made by the Contractor.
8. In the event of a third party having any claim to the Contracting authority for infringement of the copyrights or other proprietary rights described in point 7, the Contractor shall provide the necessary documents showing his rights and certifying non-infringement of the rights of third parties. In the event of their infringement, the Contractor will undertake to cover all costs associated with the recovery of claims by third parties, including adjudged sums, damages and actually

incurred by the Contracting authority and documented costs of legal service, within 14 days from the date of receiving request of payment by Contractor. Furthermore, in the event of a third party having brought an action against the Contracting authority, the Contractor shall join the proceedings on the Contracting authority side and undertake on his own expense any factual and procedural action which will be necessary to settle the claim in favor of the Contracting authority.

9. The Contractor under the Remuneration specified in § 5 point 1, undertakes to transfer to the Contracting authority, together with the property rights of Advertising materials, the rights to exercise and consent to the performance of the copyrights in the Advertising material referred to in article 2 and art. 46 of the Polish Copyright Act and related rights, including but not limited to the right to create derivative works and to make changes, alterations, modifications and adaptations in advertising materials.
10. The Parties simultaneously acknowledge that the copyright to any change, alteration, modification or adaptation of the Advertising materials (including the right to use and dispose of them) shall be the sole property of the Contracting authority, in accordance with the scope referred to in paragraph 3 above.
11. The Parties confirm that any property acquired by the Contracting authority under this Contract shall be transferred to any third party designated by the Contracting authority.
12. In the event of an early expiration, termination or withdrawal from this Contract, the Contracting authority shall have the right to assign to any third party the copyrighted material acquired by him under this Contract to Advertising materials.
13. The Contractor is entitled to storing the Advertising materials only for the purposes of his own records and the presentation of his own accomplishments, under the consent of the Contracting authority, expressed in writing under pain of nullity.

§ 9 GDPR

Adhering to the obligation resulting from the article 13 paragraphs 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereafter referred to as "GDPR"), we inform that:

1. Personal data of individuals specified as contact persons in the implementation of the Contract mentioned in § 5 is processed by the Polish Tourism Organisation, with headquarters in Warsaw, Chałubińskiego 8 (00-613), which acts as a data controller,
2. Polish Tourism Organisation's Data Protection Officer can be contacted either
 - 1) by e-mail: dpo@pot.gov.pl or
 - 2) by writing to the data controller's address: Polish Tourism Organisation, Chałubińskiego 8 street, 19th floor, 00-613, Warsaw.
3. The personal data of individuals mentioned in the subclause 1 are processed according to the article 6, paragraph 1, points b) and c) of GDPR necessary for the performance of this Contract,
4. Personal data will not be made available to entities other than the ones specified in the legislation,

5. Personal data will not be transferred to any third country or international organisation,
6. Personal data will not be processed by automated means and will not be used for profiling,
7. Personal data mentioned in the subclause 1 will be stored for the duration of the Contract and 5 years after the end of the Contract, according to the archival category,
8. The obligation to provide the data stems from the legislation regarding processing data for the purposes mentioned in the subclause 3), providing data stems from the contractual relationship and is necessary for the performance of the Contract,
9. Individuals mentioned in the subclause 1) have the right to:
 - 1) access their personal data, on the basis of the article 15 of GDPR,
 - 2) rectify their personal data, on the basis of the article 16 of GDPR,
 - 3) request from the data controller to limit the processing of personal data, on the basis of the article 18 GDPR, without prejudice to the cases referred to in article 18 paragraph 2 GDPR.
10. Individuals mentioned in the subclause 1) do not have the right to:
 - 1) erase the personal data, in accordance with the article 17, paragraph 3, points b), d) and e) of GDPR,
 - 2) transmit personal data, mentioned in the article 20 of GDPR,
 - 3) object to personal data processing, mentioned in the article 21 of GDPR, since the legal basis for such processing is the article 6, paragraph 1, point c) of GDPR.
11. Individuals mentioned in the subclause 1) have the right to file a complaint with the supervisory authority in a manner set out in the GDPR and in Polish law, especially in the manner set out in the law on personal data protection, if they regard that the processing of the personal data violates the GDPR legislation.
12. The address of the supervisory authority: President of the Personal Data Protection Office, Stawki 2, 00-193 Warsaw, phone 22 5310300, fax. 22 5310300, kancelaria@uodo.gov.pl.

§ 10 Final provisions

1. In matters not regulated by this Contract, the provisions of the Polish law, in particular Civil Code, shall apply.
2. Any disputes shall be referred to the court appropriate to the Contracting authority.
3. Any amendment to this Contract shall be in writing under pain of nullity.
4. If any provision of this Contract is found to be invalid or unsuccessful, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the Parties shall replace the provisions declared invalid or unsuccessful to another lawful entity pursuing as far as possible the purpose of this contract.
5. The contractor may not transfer all or any part of the rights, or all or any part of the obligations under this Contract.
6. The Contract is drawn up in two identical copies, one for each party.
7. The Contract is signed in Polish and English version; in case of any discrepancies, the Polish version shall prevail.
8. The annexes to this Contract shall form an integral part thereof.

Contracting Authority

Contractor

Annexes:

Annex no. 1 – Description of the subject matter of the Contract

Annex no. 2 – Protocol template

Annex no. 3 – Contractor's offer

Appendix No. 5 to the TOR

Contractor's Stamp

**List of entities which are members of the same capital group /
information indicating that the Contractor is not a member of a capital group*.**

* CAUTION: fill out either point 1 or point 2.

Submitting a tender offer in the procedure of awarding public procurement for **comprehensive design and performance of promotional campaign „Ambassadors of Poland” as well as other services associated with the campaign as defined by Contracting authority**, in order to indicate the absence of a basis for exclusion from the procedure, according to the article 24, paragraph 1, subclause 23 of the PPLA:

- 1) I indicate that we are not members of the same capital group, within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2017, item 229, as amended).
- 2) I submit the list of entities which are in the same capital group as me, within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2017, item 229, as amended).

The name of the entity forming the capital group / address of the entity / Business Registration Number (REGON)

.....
.....

In connection with me being a member of a capital group, and due to the Contractors, being members of the same capital group within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2015, items 184, 1618 and 1634, as amended), submitted separate tender offers, I indicate that the relationship between us will not lead to distortion of competition in the procedure of awarding procurement:

.....

In the case of Contractors participating in the procurement procedure together, the aforementioned information shall be submitted by each and every Contractor.

I hereby confirm the authenticity of provided data with my own hand signature, aware of criminal liability according to the article 297 of the Criminal Code.

_____, date _____ 2019

.....
(The signature of the person/persons authorised to represent the Contractor in the registered pledges or in the appropriate full authorisation)

