



Polish Tourist Organisation

ul. Chałubińskiego 8, 00 – 613 Warszawa
REGON: 016213775, NIP: 525 21 50 196

reference no: 67/13

Terms of Reference

OPEN TENDER

Subject:

"Organisations of roadshow for National Tourist Organisation of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November -4th of December 2013"

Warsaw, October 2013

EMPLOYER:



Polish Tourist Organisation

ul. Chałubińskiego 8, 00 – 613 Warszawa
REGON: 016213775, NIP: 525 21 50 196

Terms of Reference shall include:

1. Name (company name) and address of the Employer;
2. Mode of contract award procedure;
3. Description of the object of the contract;
4. Time limit for contract performance;
5. Description of the conditions for participation in the procedure and the description of the method used for the evaluation of the fulfilment of those conditions;
6. The list of declarations and documents to be provided by the Contractors to confirm the fulfilment of the conditions for participation in the procedure;
7. Information on the manner of communication between the Employer and the Contractors, as well as of delivery of declarations and documents, indication of persons authorised to communicate with the Contractors;
8. Deposit requirements;
9. Tender validity period;
10. Description of the manner of the tender preparation;
11. Date and place of the submission and opening of tenders;
12. Description of the method of the price calculation;
13. Description of the criteria which the Employer shall apply in selecting a tender, specifying also the importance of particular criteria and method of evaluation of tenders;
14. Information concerning formalities to be complied with following the selection of a tender in order to conclude a public procurement contract.
15. Provisions of essence to the parties which will be introduced into the concluded public procurement contract, general terms of the contract or a model contract, if the Employer requires the Contractor to conclude a public procurement contract with them on these terms;
16. Requirements concerning the security on due performance of the contract;
17. Information on legal protection measures available to the Contractor during the contract award procedure.



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1. Name (company name) and address of the Employer;

The Polish Tourist Organisation

– organisational unit conducting public procurement award procedure and awarding contracts:

- a) Address of the Employer: ul. Chałubińskiego 8, 00 – 613 Warszawa
- b) Fax: +48 22 5367004
- c) www.pot.gov.pl E-mail: pot@pot.gov.pl
- d) REGON (National Business Registry Number): 016213775
- e) NIP (Tax Identification Number): 525-21-50-196

2. Mode of contract award procedure;

The procedure is based on the Act of 29 January 2004 Public Procurement Law (Dz.U. of 2010 No. 113, item 759, as amended), hereinafter referred to as the "PPL" under open tender for supplies in the case of which the contract value exceeds the value thresholds specified in the regulations based on Article 11(8) of the PPL.

3. Description of the object of the contract;

- 3.1. The object of the contract consists in organisation of roadshow for National Tourist Organisations of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November - 4th of December 2013.

CPV symbol /Common Procurement Vocabulary/:

79950000-8 Exhibition, fair and congress organisation services,
79342200-5 Promotional services.

- 3.2. Detailed object of the contract shall be specified in Annex 2 to the ToR.

3.3. **Partial tenders shall not be accepted** by the Employer, it is required to submit a tender for the entire contract.

3.4. Variant tenders shall not be accepted by the Employer.

3.5. The Employer shall not provide for the possibility of awarding supplementary contracts.

3.6. The Contractor shall be obliged to demonstrate in the tender the parts of the contract which they intend to delegate to a sub-contractor.

3.7. The Contractor shall be obliged to specify in the tender whether they belong to a capital group, and if they do, they shall submit a list of entities belonging to the group.

4. Tender validity period:

Activities planned under this contract shall be conducted in the period from the date of contract conclusion to 5th of December 2014.

5. Conditions for participation in the procedure and the description of the method used for the evaluation of the fulfilment of those conditions:

- 5.1. In order to participate in the procedure it shall be required to comply with the provisions set out in Article 22(1) of the PPL, and especially with the following requirements:

- 5.1.1. having sufficient knowledge and experience.

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

In order to confirm the knowledge and experience, the Contractor should demonstrate that within the previous three years before the deadline for tenders submission, or if the duration of the activity is shorter – within this period, the Contractor had properly provided at least three services under two or three separate



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contracts performed in the territory of India for the entity from any European administrative region, European region, or European country, each consisting, at least, in the implementation of actions comprising:

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

5.1.2. having appropriate technical potential and personnel capable of performing the contract.

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

a) in the field of tourist promotion:

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

b) in the field of PR:

The PR Specialist with at least 3 years of professional experience in media on the Indian market in the following area: organisation of press conferences, briefings, updating websites, running Facebook fan page, issuing a newsletter, running profiles at audio-visual portals. Such person has to be fluent in at least two languages in writing and speaking: Hindi and English.

- 5.2. The Contractor may rely on knowledge and experience, technical potential, persons capable of performing the contract or on financial capabilities of other entities, irrespective of the legal nature of their relationships with them. In such case the Contractor is obliged to prove to the Employer that they will have at their disposal resources necessary for the contract performance, especially by submitting a written declaration of these entities of making the necessary resources available for the Contractor within the period of using them during the contract performance.
- 5.3. If Contractors jointly apply for the Contract the requirements specified in point 5.1. must be fulfilled together by at least one of the Contractors or by all Contractors jointly.
- 5.4. The Contractors shall be also obliged to demonstrate that there are no grounds for their exclusion from the participation in the procedure.
- 5.5. Fulfilment of the criteria of participation in the procedure will be assessed on the basis of the documents and declarations submitted by the tenderers on a fulfilled/not fulfilled basis.
- 5.6. The Contractors who submit documents and declarations fulfilling the necessary conditions will be allowed for research and evaluation.

6. The list of declarations and documents to be provided by the Contractors to confirm the fulfilment of the conditions for participation in the procedure:

- 6.1. Declaration on fulfilment of the conditions for participation in the procedure – Annex 3 to the ToR.
- 6.2. Declaration on not being liable to exclusion from the procedure – Annex 4 to the ToR.
- 6.3. List of services provided, and in the case of periodic and continuous services - are being provided at the moment, within the previous three years before the deadline for tenders submission, or if the duration of



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the activity is shorter – within this period, including the value, object, dates of performance and recipients of the services, and a document confirming that the services were performed or are being performed properly, in accordance with the model specified in Annex 5 to the ToR.

List of services should be read as:

at least three services under two or three separate contracts performed in the territory of India for the entity from any European administrative region, European region, or European country, each consisting, at least, in the implementation of actions comprising:

- a) counselling on tourist marketing,
- b) promotion of tourist attractions, e.g. sites, cities, tourist products or events during bilateral tourist workshops or travel fairs,
- c) organisation of press conferences or briefings for Indian travel journalists

List of services need do include:

- a) description of services and value of contract
- b) date of service implementation (dd-mm-year)
- c) employers (at least name of employers of services performed)
- d) type of provision (own, other subject)

The model of list of services is specified in **Annex 5 to the ToR**. The list should be submitted along with credentials, confirming the fact that services were or are performed duly.

Credentials, mentioned above are:

- a. certification, in case of long and short term services in implementation process the certification should be issued no earlier than 3 months before the tender opening deadline.
- b. Contractor's statement, in case the Contractor is not able to obtain certification mentioned above due to objective reasons
- c. in case the Employer is the subject for the benefit of which services mentioned in the List of services were earlier performed, the contractor is not obliged to submit the credentials.

In case of necessity, in particular when the List or credentials confirming the due performance of the services are questionable by the Employer, the Employer may turn directly to the proper subject, to the benefit of which the services have been performed, for submitting additional information or documents directly to the Employer.

In case of Contractors participating jointly in the tender, the above documents and credentials should be submitted at least by one of the Contractors or by all of them jointly.

- 6.4. List of persons who will participate in the contract performance, especially those who will be responsible for providing services together with information about their professional qualifications, experience and education necessary for the contract performance, and the list of their responsibilities including information about the basis for managing these persons compliant with the requirements specified in point 5.1.2, according to the model presented in Annex 6 to the ToR.
- 6.5. Current copy from a proper register or the Central Register and Information on Business Activity, if separate provisions require being incorporated to the register or the Central Register, in order to prove no reasons of exclusion on the basis of Article 24(1) point 2 of the Act, issued not earlier than 6 months before the deadline of tender submission;
- 6.6. If Contractors jointly apply for the Contract, declarations and documents required in accordance with points 6.2 and 6.5 of this part should be submitted by each member of the Consortium. Documents and declarations specified in points. 6.1., 6.3., 6.4. of the ToR may be submitted by all members of the Consortium jointly.



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- 6.7. If the Contractor's registered office or place of residence is outside the territory of the Republic of Poland, instead of the documents referred to in 6.5. - the Contractor shall submit a document or documents issued in the country of the Contractor's registered office or place of residence, confirming respectively that neither winding up procedure was commenced nor bankruptcy declared with respect to the Contractor.
- 6.8. If in the country of residence of a person or the country of the Contractor's registered office or place of residence, the documents, referred to in point 6.7, are not issued, they shall be replaced with a document containing a declaration, also indicating persons authorised to represent the Contractor, made before a competent judicial, administrative authority or a competent professional or trade self-government in the place of residence of a person or the country of the Contractor's registered office or place of residence, respectively, or before a notary.
- 6.9. Apart from the documents specified in this part of the ToR, the Contractors shall also be obliged to submit documents specified in point 10.2. of the ToR.

7. Information on the manner of communication between the Employer and the Contractors, as well as of delivery of declarations and documents, indication of persons authorised to communicate with the Contractors.

- 7.1. The tender shall be submitted in writing under pain of nullity by the deadline referred to in point 11.2. of this ToR.
- 7.2. Documents required in accordance with Article 25(2) of the PPL, referred to in part 6 of the ToR, shall be submitted in the original or a copy certified to be a true copy of the original by the Contractor, together with the tender or, in the case of the call, referred to in Article 26(3) of the PPL, within the time-limit defined in the call.
- 7.3. All other declarations, applications, notices and information shall be submitted in writing, via fax or e-mail.
- 7.4. If the Employer or the Contractor submits declarations, applications, notices and information via fax or e-mail, each party shall confirm its receipt immediately on a request of the other party.
- 7.5. Declarations, applications, notices and information shall be submitted to the Employer:
- via telefax: +48 22 5367004,
- e-mail: pot@pot.gov.pl – preferred,
- in writing to: Polska Organizacja Turystyczna, ul. Chałubińskiego 8, 00 – 613 Warszawa.
- 7.6. A person authorised to contacts with the Contractors is Anna Słoniewicz – phone 022 536 70 37.
A person authorised to contacts with the Contractors in English is Emilia Kubik – phone 022 536 70 54.
The Employer will contact the Contractor via e-mail, fax or in writing to the address indicated by the Contractors.

8. Deposit requirements;

The Employer shall not require the deposit.

9. Tender validity period;

- 9.1. The Contractor, in accordance with Article 85(1) point 3 of the PPL, must maintain their tender for 30 days.
- 9.2. The time limit shall starts upon expiry of tender submission deadline.

10. Description of the manner of the tender preparation;

- 10.1. The tender must be prepared in Polish and English. Documents shall be submitted in original or as a copy certified to be a true copy of the original by the Contractor. Tenders submitted in the form other than in writing shall not be accepted. Documents prepared in languages other than Polish or English shall be submitted together with their translation into Polish or English certified by the Contractor.



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- 10.2. The tender should be prepared in compliance with the requirements specified in the Terms of Reference, and submitted along with the following documents:
- a) documents and declarations specified in Chapter 6 of the ToR;
 - b) filled in tender form presented in Annex 1 to the ToR;
 - c) power of attorney authorising to submitting a tender on behalf of the Contractor submitting the tender or the Contractors jointly applying for the Contract, if such authorisation does not directly result from the documents submitted in the application for admission to participate in the procedure.
- 10.3. All documents constituting the tender should be signed by the person authorised to act on behalf of the Contractor – originals or copies certified to be true copies of originals (*authorised on the basis of the excerpt of the National Court Register or the certificate of the entry in the Register of Business Activity or by the authorised person*).
- 10.4. Amendments should be clear and should bear the signature of the authorised person.
- 10.5. The Contractor shall not be allowed to submit more than one tender.
- 10.6. Tenders shall be submitted in an opaque sealed envelopes or packages. The outer envelope shall be addressed to:

Polska Organizacja Turystyczna
ul. Chałubińskiego 8
00 – 613 Warszawa.

and signed as follows:

Oferta na: "Organisations of roadshow for National Tourist Organisation of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November -4th of December 2013", procedure no. 67/13]

The inner envelope should be addressed and signed as specified above. It also should bear the name and the exact address of the Contractor (*name and surname / name / company, exact address, phone of the Contractor - possibly a seal*).

11. Date and place of the submission and opening of tenders;

- 11.1. Tenders shall be submitted in the Employer's registered office:

Polska Organizacja Turystyczna
ul. Chałubińskiego 8
00 – 613 Warszawa
XIX piętro sekretariat

- 11.2. Deadline for tender submission is **14 of October 2013 at 10:00 a.m.**

Tenders submitted after the above-mentioned deadline shall be returned unopened after the deadline for lodging a complaint.

- 11.3. Opening of the tenders shall take place in the Employer's register office on **14 of October 2013 at 10:10 a.m.** in the Conference Room: 19th floor of the Polish Tourist Organisation office.

- 11.4. Opening of the tenders shall be public. Contractors' presence shall not be obligatory.

- 11.5. While opening the tenders, the Employer will give the names (*of the company*) and the addresses of the Contractors, as well as information concerning price.

12. Description of the method of the price calculation;



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- 12.1. The price shall be calculated on the basis of the scope of the Contract specified in the ToR including the Annexes.
- 12.2. The price shall be specified as gross value in PLN (i.e. including VAT) to two decimal places and it must include all costs connected to the Contract performance. **The Employer enables submitting the tender in Euros, for the Contractors with its seat or permanent address outside Poland's territory. In case of submitting the tender in Euros, the Employer will calculate its value to the average exchange rate calculated and announced by National Bank of Poland on the opening tender date (Table A average exchange rates of NBP).**
- 12.3. The price specified in the tender is the price for performing tasks referred to in Annex 2 to the ToR - Detailed description of the object of the contract. This price included, in particular, the cost of organisation of cycle of workshops, as well as briefings and press conferences for journalists in the dates of 29th of November – 4th of December 2013.
- 12.4. The Employer shall settle the Contractor's remuneration in PLN or in EURO. If the tender will be submitted in PLN the financial settlement will be in PLN, if the tender will be submitted in EURO the financial settlement will be in EURO. In each of the above cases, the prices specified by the Contractor in the tender will be the upper value for settlements between the Contractor and the Employer.
- 12.5. If any mistakes in calculation of the price occur, the Employer shall correct the tender price assuming, in the first place, that the unit prices were specified correctly.
- 12.6. The price shall remain unchanged for the term of the contract; it shall not be subject to indexation for the period of contract performance.
- 12.7. The price must be specified in PLN or EURO, numerically and in words, to two decimal places.
- 12.8. The Contractor shall incur all costs connected to the tender preparation and submission. The Employer does not provide for the reimbursement of costs of participation in the procedure.

13. Description of criteria which the Employer will apply in selecting a tender, specifying also the importance of particular criteria and method of evaluation of tenders;

13.1. Tender shall be selected on the basis of the evaluation criteria.

No.	Criterion	Weight	Description
1.	Price	100%	Gross tender price for the entire contract (specified by the Contractor in gross PLN or EURO)

The Contractor shall be obliged to fill in the tender form and to specify prices for all costs necessary to perform the contract.

All prices indicated by the Contractor shall be specified for the term of the contract, and shall not be changed.

In the course of evaluating tenders the Employer may request the Contractors to provide explanation of the content of tenders submitted by them.

13.2. Evaluation criterion

The evaluation criterion shall be considered on the basis of the price specified by the Contractor in the model tender form in item "gross tender price for the entire contract".



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Points in the evaluation criterion shall be calculated on the basis of the following formula:

$PC = C_{min} / C_{of} * 100$, where:

PC – points awarded for the price,

C_{min} – the lowest gross price of all submitted and valid tenders,

C_{of} – gross price of the evaluated tender.

The Contractor who gave the lowest price will receive 100 points, the other contractors will receive fewer points in accordance with the enclosed model.

Thereby, the contract shall be awarded to the Contractor who offers the lowest price.

14. Information concerning formalities to be complied with following the selection of a tender in order to conclude a public procurement contract;

The Contractor whose tender will be selected shall be obliged to:

- 14.1. If the Consortium tender is selected – one has to submit the agreement on the cooperation between the contractors in terms of the contract performance. The notice on the Contractor selection shall include the date for contract conclusion. The selected Contractor should come to the Employer's office on a specified date with a document proving the fulfilment of the condition pertaining to payment of the security on due performance of the object of the contract.
- 14.2. Before signing the contract the Contractor shall be obliged to provide, on the Employer's request, the documents confirming the knowledge and experience of members of the team presented in the tender as the team responsible for the contract performance.
- 14.3. The results of the tender shall be presented to the Contractors at the notice board in the Employer's office, individually via e-mail, fax or in writing, as well as in the electronic form at the Employer's website.

15. Provisions of essence to the parties which will be introduced into the concluded public procurement contract, general terms of the contract or a model contract, if the Employer requires the Contractor to conclude a public procurement contract with them on these terms;

- 15.1. Significant provisions of the contract are provided in Annex 7 to this ToR.
- 15.2. The Employer shall reserve the right to change the provisions of the contract in accordance with the recommendations of the Managing Authority.
- 15.3. Submission of the tender shall be equal to full acceptance of the significant provisions of the contract issued by the Contractor.

16. Requirements concerning the security on due performance of the contract;

The Employer does not have requirements concerning the security on due performance of the contract.

17. Information on legal protection measures available to the Contractor during the contract award procedure.

The Contractors and other persons specified in Article 179 of the PPL, whose legal interest in winning the contract is or may be affected by infringement by the Employer of the provisions of the act, shall be entitled to legal protection measures specified in Title VI of the PPL.

Annexes to the ToR:



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Annex 1	Tender form,
Annex 2	Detailed description of the object of the contract,
Annex 3	Statement on fulfilment of the conditions for participation in the procedure,
Annex 4	Statement on no grounds for exclusion,
Annex 5	List of services,
Annex 6	List of persons,
Annex 7	Draft contract.



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Annex 1 to the ToR

employer:

Polish Tourist Organisation
ul. Chałubińskiego 8
00 – 613 Warszawa

TENDER

With regard to the open tender announcement concerning **"Organisation of roadshow for National Tourist Organisations of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November -4th of December 2013", no. 67/13**, in accordance with the requirements included in the Terms of Reference, we offer the performance of the object of the contract:

The gross tender price for the entire contract :: PLN/Eur* gross (i.e. say.....).

including:

		Price PLN/EUR*
Road show workshops (New Delhi, Pune, Mumbai, Chennai and Bangalore)	1. Organisation of conferences/briefings (including: conference room rental, preparation and implementation of briefings for journalists, preparation of press release)	
	2. Rental of and payment for the rental of the room for workshops	
	3. Rental of technical equipment	
	4. Preparation of a banner ad and 15 roll ups**	
	5. Electronic invitations	
	6. Preparation of the database on the participants for the Polish Tourist Organisation	
	7. Preparation and print of an information brochure about the participants	
	8. Provision of services of 2 hostesses and a photographer	
	9. Preparation of the room decorations	



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	10. Organisation of lunches	
	11. Organisation of PR activities	
	12. Wi-Fi Internet	
	13. Placing an advertisement informing about the workshops	
	14. Provision of advertising bags	
	15. The cost of roll up and promotional materials transportation	
Total		

* delete as appropriate

** If the delegation of Visegrad Group will consist of less than 15 subjects, the Employer shall settle the cost in accordance with the following formula:
the actual number of subjects multiplied by the cost indicated in the table and divided by 15.

1. We hereby declare that we are familiar with the conditions specified by the Employer in the ToR, and we do not have any reservations, we received all information necessary to prepare the tender and perform the Contract, we accept the draft contract and the deadline for contract performance specified by the Employer;
2. If the Contract is awarded to us, we shall undertake to conclude the contract in place and within the deadline specified by the Employer.
3. The tender was submitted on pages.
4. We are maintaining the tender offer for the 30 days from the date of opening the tender.
5. Sub-contractors shall be entrusted with the following parts of the Contract (may be submitted as a separate list).
6. In accordance with Article 26(2d) of the Public Procurement Law (Dz.U. of 2010, No 113, item 759, as amended), I hereby inform that the Contractor represented by us:
a****) does not belong to a capital group;
b****) belongs to a capital group which includes the following entities*****:
-;
-;
-;
-;
-



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**** delete as appropriate

***** the list of entities belonging to the capital group of the Contractor (Contractors) submitting the tender may be submitted as a separate list (annex to the tender).

7. The tender was submitted along with:

-
-
-
-

Name and address of the entity submitting the tender:

.....

NIP (Tax Identification Number)..... REGON (Business Registry Number)

.....

Address, to which the Employer should send all correspondence:

.....

A person authorised to contact the Employer:

Phone: 0 (**) Fax: 0 (**).....

e-mail

....., on

.....

(signature of the authorised
representative of the Contractor)



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Annex 2 to the ToR

Detailed description of the object of the contract

concerning organisation of roadshow for National Tourist Organisations of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November -4th of December 2013

INTRODUCTION:

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

Since 2009 Polish Tourist Organisation along with National Tourist Organisations of Czech Republic, Slovakia and Hungary has been conducting marketing activities on the Indian market on a regular basis promoting the region of Central Europe as "European Quartet – One melody". Within the joint campaign the following products are promoted: city and cultural tourism, UNESCO objects, cultural events, spa & wellness. Promotional activities on the Indian market have been conducted with the use of the following tools:

- a. organisation of promotional stands on tourist fairs in New Delhi and Mumbai;
- b. organisation of road shows with the participation tourist industry from Poland, Czech Republic, Slovakia and Hungary;
- c. organisation of study visits for journalists and tour operators;
- d. advertisements in trade and consumer press.
- e. advertisements in internet

ACTIONS TO BE PERFORMED BY THE CONTRACTOR

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

The subject of this tender is organisation of cycle of 5 workshops for Indian tour operators (including the representatives of the meetings industry) and Indian journalists with the participation of tour operators from Visegrad Group countries (hereinafter as V4). Each meeting shall include a series of presentations of the National Tourist Organisation of V4, time for bilateral workshop talks, a meal and a briefing for journalists (or a press conference).

1. Technical and location requirements: it is planned to organise the meetings in New Delhi, Pune, Mumbai, Chennai and Bangalore. In New Delhi the Polish Tourist Organisation shall allow the organisation of the meetings in the Diplomatic Enclave or Safdarjung Enclave districts or near the Connaught Place or India Gate; in Pune allowed locations are: Koregaon Park area, RBM Road or Nagar Rd or Bund Garden Rd; in Mumbai the only possible locations include Bandra district or the area near Churchgate or Nariman Point or Marine Drive or Apollo Bandar; in Chennai the only possible locations include the area near Teynampet or Ethiraj Salai, Binny Road or MG RD, Cathedral Rd, or Club House Rd; In Bangalore the only possible locations include the area near Gandhi Nagar Rd, MG Rd, Vittal



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Mallia Rd, UB City, Race Course Rd, Sankeys Rd. The meetings should be organised in conference rooms in a five-star hotel, with a restaurant and buffet bar. The Contractor shall present the Employer for approval minimum two locations for each city at least 2 weeks before the date of planned start of each workshop. If Employer does not approve any of the proposed locations the Contractor shall present next locations meeting the same criteria within 3 working days. The Contractor shall be also obliged to provide a speaker's platform, a presidential table for 5-10 persons, a screen for presentations (a standard conference 175x175 cm screen), a projector (at least 1366x768 pixels), sound system and 2 wireless microphones, and a laptop with an option to play DVD films and PowerPoint/Flash presentations. Separate tables for workshop meetings (number of the required tables shall be indicated by the Polish Tourist Organisation 7 days before the presentation) shall also be required in the conference room or in a separate room (depending on the meeting's programme agreed with the Polish Tourist Organisation). The Contractor shall provide the following hall scheme: seating space in theatre style, table for bilateral talks on both sides of the seating space. The Contractor shall provide decorations of the room, including a banner ad of at least 2.5 width and 1.5 m informing about roadshow and promoting V4 region and one roll-up for of at least 120x120 cm for each V4 participant. Cost related to roll-up's production will be included in the tender offer and in financial- and subject schedule in two options: in maximum version including the participation of 15 subjects of V4 and in unitary version (assuming the participation of single subject). In case the delegation of V4 participants will be smaller, The Contractor will obtain the remuneration for the production of rollup's actually produced. At the presidential table the Contractor shall place the participants' name tags and tags with names/logotypes of the companies represented by the participants. The Contractor shall provide at least 2 hostesses to service the presentation and photographer to document each workshop. All participants of the meeting shall have access to the wireless Internet.

2. Dates and scenario of roadshow: The Contractor shall organize the cycle of workshop according to following schedule:

28th of November (Thursday)

Arrival of roadshow participants to Mumbai, individual transfers to hotels.

29th of November (Friday)

Morning workshop in Mumbai and briefing for journalists. Meeting ended with lunch. Drive to Pune, transfer to hotel in Pune.

30th of November (Saturday)

Morning workshop in Pune and briefing for journalists. Meeting ended with lunch.

1st of December (Sunday)

Transfer to the airport, flight to Bangalore, transfer to hotel in Bangalore.

2nd of December (Monday)

Morning workshop in Bangalore and briefing for journalists. Meeting ended with lunch. Transfer to the airport, flight to Chennai, transfer to Hotel in Chennai.

3rd of December (Tuesday)

Morning workshop in Chennai and briefing for journalists. Meeting ended with lunch. Transfer to the airport, flight to New Delhi, transfer to Hotel in New Delhi.

4th of December (Friday)

Morning workshop in New Delhi and briefing for journalists. Meeting ended with lunch.

5th of December (Thursday)

Departure from India. Individual transfers to airport.



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Each workshop shall be organized according to the following schedule:

- Welcome speech and presentation of participants
 - Presentations of tourist products promoting region of Central Europe performed by representatives of National Tourist Organisations of V4
 - Bilateral talks/ briefing for journalists
 - Lunch
3. Requirements concerning board: it is planned to prepare catering in the form of buffet. The Contractor shall provide for the following menu: at least 4 types of cold and/or hot starters (including, at least, 1 vegetarian), at least 6 types of main courses (including, at least, 2 vegetarian), vegetarian soup, at least 2 types of cakes and/or sweets, hot and cold drinks (coffee, tea, water, at least 2 types of fruit juices, sodas); the menu should include Indian cuisine (ca. 70%) and European cuisine (ca. 30%).
4. Participants: from 50 to 120 Indian tour operators and journalists may participate in each presentation in New Delhi and Mumbai, while in presentations in Pune, Chennai and Bangalore from 30 to 80 Indian tour operators and journalists may participate; the Contractor shall provide the appropriate housing conditions for the biggest group in every place. Within the invited group of touroperators at least 30% will constitute companies specialised in meeting industry and incentive trips.
5. Responsibilities of the Contractor related to servicing the meetings: The Contractor shall provide for the registration of the participants of the meetings, and shall provide the Polish Tourist Organisation with the Excel file including data concerning name and surname, name of the company (in the case of journalists – name of the represented medium), address of the company, position, phone number and e-mail address for every participant. The Contractor shall prepare and conduct briefings/press conferences planned during each meeting. The Contractor shall distribute any additional materials provided by the Polish Tourist Organisation for the purposes of the meetings. The Contractor shall be also obliged to perform the function of a moderator, prepare a presentation and to watch over the right course of the meetings and to intervene on *ad hoc* basis in the case of possible problems.
6. Materials: during the process of preparing and conducting presentations the Contractor shall provide for the set of the materials listed below. All materials prepared by the Contractor must be approved by the Polish Tourist Organisation. Materials that were not used during the meetings shall be stored by the Contractor and sent or transferred to other persons in a manner agreed with the Polish Tourist Organisation.
- invitations in electronic version in English for tour operators and journalists, sent in advance to at least 220 representatives of the Indian tour operators, and to at least 30 journalists operating in the field of individual tourism and/or meetings industry. The Contractor shall prepare the text on their own, provide the typesetting and mailing, as well as provide the Polish Tourist Organisation with the list of addresses, at the latest 2 weeks prior to roadshow opening date.
 - The Contractor shall prepare and publish an advertisement informing about the planned meeting in the industry press and at an industry website at least two weeks in advance. Location and size of the advertisement shall be agreed with the Polish Tourist Organisation. The Contractor



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shall also guarantee that the coverage of the meeting and/or other press materials concerning the meeting will be presented in at least one industry medium.

- The Contractor shall prepare and print brochure informing about the Polish delegates participating in certain meetings. Circulation of brochure should amount to 400 pieces in A5 format, 12-24 pages plus the cover, two-sided chalk paper + 115 g, chalk cover + 170g, colour print. The Polish Tourist Organisation shall provide the Contractor with texts in English concerning the participants, as well as photos and logotypes at least 30 days before the deadline for preparation and print of the brochure. The Contractor shall prepare the content, typesetting, print and distribution. The Employer may terminate this part of the contract, informing the Contractor about it 30 days before the planned presentation. In such case the amount assigned to the task shall be allocated to other action upon the Employer's consent.
 - The Contractor shall prepare and distribute press release for journalists participating in a briefing/press conference.
 - The Contractor shall produce 400 white linen bags for promotional materials in A4 format with the graphic logo of the Polish Tourist Organisation. The Employer may terminate this part of the contract, informing the Contractor about it 30 days before the planned presentation. In such case the amount assigned to the task shall be allocated to other action upon the Employer's consent.
7. Responsibilities of the Contractor related to the roll up's transport and other promotional materials transport mentioned in point 6).: The Contractor shall provide for the transport of roll up's and promotional materials between cities where the roadshow is planned and will deliver them to the place and time of workshops organisation.



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Annex 3 to the ToR

67/13

DECLARATION

on fulfilment of the conditions for participation in the procedure

required under Article 44 in conjunction with Article 22(1) of the Act of 29 January 2004 on Public Procurement Law

(Dz.U. of 2010 No. 113, item 759, as amended)

Note: the statement shall be signed by each of the Contractors individually applying for the Contract, and in the case of Contractors jointly applying for the Contract – all members of the consortium or a representative on behalf of the consortium.

Name and address of the Contractor:

.....

.....

When joining the public contract award procedure for: **Organisation of roadshow for National Tourist Organisations of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November -4th of December 2013,**

we hereby declare that we fulfil the following conditions:

1. we have authorisations to perform specific activities or actions, if such authorisations are required by law;
2. we have the necessary knowledge and experience to perform the contract;
3. we have at our disposal the relevant technical potential and personnel capable of performing the contract;
4. we are in a financial and economic situation ensuring the performance of the contract.

..... on

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



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Annex 4 to the ToR

67/13

DECLARATION on no grounds for exclusion from the procedure

Note: the statement shall be signed by each of the Contractors individually applying for the Contract, and in the case of Contractors jointly applying for the Contract – all partners of the consortium on behalf of their company or a representative on behalf of the consortium.

Name and address of the Contractor:

.....

.....

When joining the public contract award procedure for: **Organisation of roadshow for National Tourist Organisations of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November -4th of December 2013,**

we hereby declare that we are not liable to exclusion from the contract award procedure on the basis of Article 24(1) of the Act of 29 January 2004 on Public Procurement Law (Dz.U. of 2010 No. 113, item 759, as amended).

..... on

.....

(signature of the authorised
representative of the Contractor)



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Annex 5 to the ToR

67/13

LIST OF SERVICES

We hereby declare that the Contractor represented by us within the last 3 years before the deadline for tender submission provided the following services:

No.	Name and address of the Contract recipient	Date of services performance (dd/mm/year – dd/mm/year)	Description of the object of the contract	Contract gross value	Type of provision (own, other subject)
at least three services under two or three separate contracts performed in the territory of India for the entity from any European administrative region, European region, or European country, each consisting, at least, in the implementation of actions comprising: counselling on tourist marketing, promotion of tourist attractions, e.g. sites, cities, tourist products or events during bilateral tourist workshops or travel fairs, organisation of press conferences or briefings for Indian travel journalists					
1.		Date of contract signing Date of contract termination	Subject of contractPerformed service included: [] counselling on tourist marketing [] promotion of tourist attractions, e.g. sites, cities, tourist products or events during bilateral tourist workshops or travel fairs [] organisation of press conferences or briefings for Indian travel journalists		
2.		Date of contract signing Date of contract termination	Subject of contractPerformed service included: [] counselling on tourist marketing [] promotion of tourist attractions, e.g. sites, cities, tourist products or events during bilateral tourist workshops or travel fairs [] organisation of press conferences or briefings for Indian travel journalists		
3.		Date of contract signing Date of contract termination	Subject of contractPerformed service included: [] counselling on		



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		tourist marketing [] promotion of tourist attractions, e.g. sites, cities, tourist products or events during bilateral tourist workshops or travel fairs [] organisation of press conferences or briefings for Indian travel journalists		
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1. The list shall be submitted along with evidence confirming that the above-mentioned services were provided or are being provided properly.
2. The Employer requires from the Contractor to indicate if the experience he refers to, shows his own experience or experience of other subjects, regardless of the legal character of their relations and to prove the Employer, that he will be in possession of resources indispensable to provision of the tender, in particular by presenting in writing these subjects' commitment to transfer at his disposal indispensable resources for the period of tender provision.
3. The Contractor confirms the performance of services by marking the sign "X" in the appropriate box placed by fulfilled requirement. The Employer shall not acknowledge the service as fulfilling the requirements of tender described in ToR, if the Contractor do not mark the appropriate box placed by requirement.

Being aware of the criminal responsibility following from Article 297(1) of the Criminal Code I hereby certify with my own signature that the above data are true..

..... on

.....

(signature of the authorised representative of
the Contractor)



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Annex 6 to the ToR

67/13

LIST OF PERSONS

for the procedure concerning "Organisation of roadshow for National Tourist Organisations of Visegrad Group – cycle of 5 workshops in 5 Indian cities: New Delhi, Pune, Chennai, Bangalore and Mumbai, on 29th November -4th of December 2013", no. 67/13

We hereby declare that the Contractor represented by us shall assign the following persons to the contract performance:

No.	First name and surname	Basis for the disposal of persons	Scope of activities to be performed	Entitlements and experience
a	b	c	d	e
1.			The Marketing Consultant of tourist destinations Scope of activities to be performed.....	<input type="checkbox"/> at least 5 years of professional experience in the tourist industry on the Indian market <input type="checkbox"/> having knowledge and experience facilitating performance of the contract <input type="checkbox"/> higher education <input type="checkbox"/> fluent knowledge of Hindi in writing and speaking <input type="checkbox"/> fluent knowledge of English in writing and speaking
2.			The PR Specialist Scope of activities to be performed.....	<input type="checkbox"/> at least 3 years of professional experience in media on the Indian market in the following area: <input type="checkbox"/> organisation of press conferences and briefings <input type="checkbox"/> updating websites, <input type="checkbox"/> running Facebook fan page <input type="checkbox"/> issuing a newsletter <input type="checkbox"/> running profiles at audio-visual portals <input type="checkbox"/> fluent knowledge of Hindi in writing and



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				speaking [] fluent knowledge of English in writing and speaking
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1. The Contractor needs to give basis for human resources disposal mentioned in the List of Persons, f.ex. labour contract, order contract, etc. Moreover if the Contractor will rely on persons from other subjects able to perform the tender, regardless of the legal character of their relations, he is obliged to prove the Employer that he will be in possession of resources indispensable to provision of the tender. To do this the Contractor in particular needs to present in writing these subjects' commitment to transfer at his disposal indispensable resources for the period of tender provision.
2. The Contractor confirms the education and experience of submitted persons by marking the sign "X" in the appropriate box placed by fulfilled requirement. The Employer shall not acknowledge the person as fulfilling the requirements of tender described in ToR, if the Contractor do not mark the appropriate box placed by requirement.

..... on

.....

(signature of the authorised
representative of the Contractor)



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Annex 7 to the ToR

67/13

TERMS OF REFERENCE

THE OBJECT OF THE CONTRACT

Parties declare, that this contract has been concluded as a result of Contractor's selection in public procurement award procedure conducted in open tender (reference no: 67/13) based on the Act of 29 January 2004 Public Procurement Law (Dz.U. of 2010 No. 113, item 759, as amended).

Article 1

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

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Article 2

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

Article 3

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

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Article 4



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

PAYMENTS

Article 5

1. Value of this contract shall not exceed PLN/Euro (say: PLN/Euro) gross.
2. The remuneration shall be paid on the basis of the Contractor's invoices issued in PLN or Euro in accordance with the principles referred to in Article 6 (1) and (2) of this contract and ToR in points 12.4. *If the tender will be submitted in PLN the financial settlement will be in PLN, if the tender will be submitted in Euro the financial settlement will be in Euro.*

Article 6

1. For the due, complete and timely performance of the actions referred to in Article 1 in accordance with the provisions of the Terms of Reference (Annex 1 to this contract) The Contractor shall receive remuneration in the maximum amount of PLN/Euro gross from the Employer. The final value of the due remuneration for the implementation of individual tasks within the scope of the planned actions shall depend on the actual demand of the Employer notified at the latest in 14 days before roadshow opening date. Reducing the extent of the implementation of individual tasks (e.g. through reducing the number of produced roll up's) or abandoning certain tasks (e.g. preparing the publication) will cause the appropriate decrease in the Contractor's remuneration. Remuneration for the implementation of individual tasks within the scope of the planned actions shall be paid after the documented implementation of the tasks.
2. The total value of the remuneration referred to in Paragraphs 1 may not exceed the amount in PLN or Euro referred to in Article 5 (1) that is the maximum amount and may not be increased.
3. Payment of invoices, referred to in Article 5 (2), shall be made after the Employer receives and accepts without objections implementation reports from the Contractor - within 14 days as of the date of accepting the properly issued invoice, by a bank transfer to a bank account indicated by the Contractor in the invoice.
4. The payment day shall be the date of the direct debit specified by the Employer in the Employer's bank.

Article 7

1. The Contractor shall pay the contractual penalty to the Employer in the amount of 10% of the total gross remuneration referred to in Article 5 (1) of this contract in the case of termination of the contract by the Contractor or by the Employer, however, due to reasons attributable to the Contractor. The Employer is particularly entitled to terminate the contract if the Contractor delays the performance or completion of the activities specified in this contract in such extent that it is improbable that they complete them within the



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specified deadline. The Employer may exercise the right to terminate the contract within the period, mentioned in Article 9 (3).

2. The Employer shall reserve the right to deduct contractual penalties from the Contractor's remuneration.
3. The Employer shall reserve the right to claim damages exceeding the amount of the agreed contractual penalties in line with general principles specified in the Polish Civil Code regardless of exercising the rights resulting from contractual penalties.

GENERAL PROVISIONS

Article 8

This contract shall be concluded for a specified period of time. The contract shall enter into force on the date of its conclusion and shall be binding until December 2013.

Article 9

1. In case the circumstances change in such way that the performance of this contract is no longer in the public interest, which was impossible to predict at time of making the contract, the Employer may terminate the contract within 30 days from the day when they became aware of such circumstances (Article 145 (1) of the Public Procurement Law).
2. In the case referred to in Paragraph 1 above the Contractor may demand only remuneration due to actually performed part of the contracted service.
3. The Employer may immediately terminate this contract during the term of the contract if the Contractor violates any of the significant provisions of the contract.
4. The Employer may terminate the contract if The Ministry of Economy (Intermediary Institution for the Operational Programme Innovative Economy (OPIE)) refuses further co-financing of the project, to which is entitled based on agreement on co-financing under Measure 6.3. (OPIE) "I like Poland", and under the condition that The Employer informs The Contractor in writing within 30 days from the day when they became aware of such circumstances.

Article 10

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

Article 11

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



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Article 12

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

Article 13

1. The Employer shall designate (phone) e-mail for contacts with the Contractor, supervision over the performance of this contract, making arrangements and confirming due performance of the contracted service, however, the designated person shall not be authorised to make declarations of will on behalf of the Employer.
2. The person responsible for the performance of the contract on behalf of the Contractor shall be (phone), e-mail

Article 14

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

Annexes:

Annex 1 - The excerpt from the ToR: detailed description of the object of the contract;
Annex 2 - The excerpt from the Contractor's tender.

The Employer

The Contractor