Notice on the tender process for designating the provider/providers of the measurement, monitoring and data reporting on audiovisual media services accessible on the territory of Romania for the period 01 January 2029 - 31 December 2032.

Note regarding the appendices to the Notice and their use by candidates

Appendix A ("Declaration on the fulfilment of the qualification criteria") and Appendix B ("Letter of participation") included in the Notice are also published separately, at the same time as the Notice. These two separate files will be used by candidates when submitting the "Declaration on the fulfilment of the qualification criteria" and the "Letter of participation".

Appendix C ("Unilateral confidentiality agreement") and Appendix D ("Privacy note regarding the processing of personal data") are included in the Notice for your information. Appendix C must be signed by candidates admitted to the procedure by the Commission exclusively in electronic format on the Docsend document communication platform. Appendix D will be made available to candidates admitted to the procedure via the Docsend document communication platform.

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Tender process organizer

(1) The **Commission** composed according to provisions of art. 45 paragraph 2 of Law No. 504/2002 on audiovisual.

(2) The **Commission** is composed of 5 representatives of broadcasters, 5 representatives of advertising agencies and 5 representatives of the National Audiovisual Council.

(3) Chosen mailing address: Bucharest, 14 Libertății Boulevard, District 5, 050706, the National Audiovisual Council Chancellery
Phone: 0040 21 305.53.50
Fax: 0040 21 305.53.54
E-mail: cna@cna.ro
Website: www.cna.ro

(4) About National Audiovisual Council (CNA)

(5) Legal status and Mission

(6) The National Audiovisual Council is an autonomous public institution operating under parliamentary oversight.

(7) Established in 1992, the Council acts as the guarantor of the public interest in the field of audiovisual communication.

(8) Its mission is to ensure a balanced audiovisual environment in which freedom of expression is exercised in conjunction with responsibility towards the public.

(9) Regulatory Framework

(10) The Council operates pursuant to Law No. 504/2002 on audiovisual, the Code for the Regulation of Audiovisual Content (CNA Decision No. 573/2025), as well as other regulatory decisions.

Legal provisions applicable to the tender process

(11) This procedure is a private tender process which is governed by the ordinary legal provisions. The contract(s) which will be concluded because of the tender process is/are private contract(s), contracted with private funds and governed by the ordinary law provisions.

Definitions

1. *Service* means the integrated set of the four core modules covered by the Procedure, namely: (i) the Establishment Survey; (ii) the measurement of audiovisual media services accessible within the territory of Romania and susceptible of being subject to such measurement; (iii) the monitoring of programmes, audiovisual commercial communications and announcements; and (iv) the software application for the analysis and reporting of audience and monitoring data.

2. *Economic operator* means any legal person which is not governed by public law, or any group or association of such persons, which lawfully offers on the market services relevant to one or more of the Modules comprising the Service, including, but not limited to, market research services consisting of measuring the audience of audiovisual media services by electronic means using the methodology generically referred to as "peoplemeter measurement", as well as services related to conducting establishment surveys, media monitoring activities, or software applications for analysing and reporting audience and monitoring data, and includes any temporary association formed between two or more such entities for the purpose of submitting a tender. A subcontractor shall be considered an economic operator for the purposes of this definition, without its mere participation in the Procedure as a subcontractor conferring upon it the status of candidate or tenderer.

3. *"Modules comprising the Service"* means the distinct and interdependent components into which the Service is structured, namely:
   i. Establishment survey;
   ii. The measurement of the audiovisual media services which are accessible on the territory of Romania, and which are eligible to be a subject-matter of such measurements;
   iii. Monitoring of programmes, audiovisual commercial communications and announcements made by broadcasters or by media services providers in connection with its own programmes and ancillary products directly derived from those programmes;
   iv. Software application for analysing and reporting the data obtained through the Service, each such component being capable of being tendered for and evaluated separately, as described by the Specifications and the documents of the procedure.

4. *Candidate* means an economic operator that has submitted, within the applicable deadline, the letter of participation and the declaration on the fulfilment of qualification criteria, until the Commission communicates its admission or exclusion decision.

5. *Tenderer* means a Candidate admitted by the Commission following verification of the qualification criteria and entitled to submit a Tender in the procedure.

6. *Commission* means the commission mentioned under art. 45 of Law no. 504/2002 on audiovisual. The Commission is composed of 5 representatives of broadcasters, 5 representatives of advertising agencies and 5 representatives of National Council of Audiovisual.

7. *Relevant annual turnover* means the net turnover achieved by the economic operator, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, exclusively from the provision of services corresponding to the activities relevant to the module for which the economic operator intends to

submit a tender. Revenue generated from the economic operator's other activities shall not be taken into account when verifying compliance with this criterion. Where the turnover is expressed in a currency other than the euro, it shall be converted into euro using the annual average exchange rate published by the European Central Bank for the reference financial year. If the European Central Bank does not publish an annual average exchange rate for the relevant currency, the annual average exchange rate published by the competent central bank in the economic operator's jurisdiction shall be used, and the source used shall be indicated.

8. *Audiovisual media service* means the service which is under the editorial responsibility of a media services provider and the principal purpose of which is provision of programmes in order to inform, entertain or educate, to the general public by electronic communications network. Such an audiovisual media service is either a television broadcast, as defined below, or an on-demand audiovisual media service, as defined below and/or a media service which is an audiovisual commercial communication, as defined below.

9. *Television broadcasting or television broadcast* means linear audiovisual media service provided by a broadcaster, where the programmes are broadcast in a continuous succession, irrespective of the technical means used, having a pre-set content and schedule for simultaneous viewing of programmes on the basis of a programme schedule, under a certain name and identified by a logo.

10. *On-demand audiovisual media service* means a non-linear audiovisual media service where the viewing of the programmes is done at the user's individual request and at the moment chosen by the user, provided by a media services provider on a basis of a catalogue of programmes selected and offered by the media services provider.

11. *Programme* means a set of moving images, with or without sound, constituting an individual item identifiable through title, content, form or author within a schedule or a catalogue established by an audiovisual media services provider, having the form and content of a television broadcast or having the form and content comparable with a television broadcast.

12. *Editorial responsibility* means the exercise of effective control both over the selection of the programmes and over their organisation either in a chronological schedule, for television broadcasts or in a catalogue, in the case of on-demand audiovisual media services.

13. *Media service provider* means the natural or legal person who has the editorial responsibility for the choice of the audiovisual content of the audiovisual media service and determines the manner in which it is organised.

14. *Broadcaster* means a media service provider of television broadcasts.

15. *Audiovisual commercial communication* means sounds or images, with or without sound, which are designed to promote, directly or indirectly, the goods, services or image of a natural or legal entity pursuing an economic activity. Such images accompany or are included in a programme in return for payment or for similar consideration or for self-promotional purposes. Forms of audiovisual commercial communications include television advertising, sponsorship, teleshopping, product placement and other forms of advertising.

16. *Television advertising* means any form of announcement broadcast whether in return for payment or for similar consideration or broadcast for self-promotional purposes by a public or private undertaking or natural person in connection with a trade, business, craft or profession in order to promote the supply of goods and services, including immovable property, rights and obligations.

17. *Sponsorship* means any contribution made by public or private undertakings or natural persons not engaged in providing audiovisual media services or in the production of audiovisual works, to the financing of audiovisual media programmes with a view to promoting their name, trade mark, image, activities or products.

18. *Teleshopping* means direct offers broadcast to the public with a view to the supply of goods and services, including immovable property, rights and obligations, in return for payment.

19. *Product placement* means any form of audiovisual commercial communication consisting of the inclusion of or reference to a product, a service or a trade mark thereof so that it is featured in a programme, in return for payment or for similar consideration.

20. *Tele-promotion* means any form of advertising consisting of inserting into the programmes of slots for promoting, by the presenters of the programme, one or more goods or services, slots being separated by the other parts of the programmes using optical and/or acoustical means.

21. *Interactive advertising* means the technique for broadcasting television advertising which allows the viewer to opt for accessing the advertising via a non-linear audiovisual media service at the moment, for the duration and to the advertising content chosen by the viewer.

22. *Split-screen advertising* means the technique for broadcasting television advertising, including self-promoting, or sponsors' identification items, which consists of simultaneous television broadcast of the editorial content and of the advertising content or of the announcement regarding the sponsor, the latter being separated through optical and/or acoustical means so their nature to be evident to the public.

23. *Virtual advertising* means television advertising technique which consists of processing the image, when broadcasting certain events, and replacing the images from the advertising panels located where the events take place with advertisements inserted by the broadcaster or by overlapping new images with such announcements on any area of the broadcasted image.

24. *Virtual sponsorship* means the technique of broadcasting sponsors' identification items, which consists of processing the image, when broadcasting certain events, and replacing the images from the advertising panels located where the events take place with announcements related to sponsors, inserted by the broadcaster or by overlapping new images with such announcements on any area of the broadcasted image.

25. *Services distributor* means any person which establishes and provides the public with an offer of retransmitted programmes services, based on contractual relationship with broadcasters or with other distributors.

Objective of the tender process

(12) The objective of the tender process is to designate one or more specialised economic operators which, in accordance with international standards and practices, will provide one or more of the modules comprising the Service.

(13) The Commission shall apply the evaluation criteria established for each module in order to select, for every individual module comprising the Service, the economic operator that offers the most advantageous ratio between quality and price. The evaluation criteria are designed so as to ensure that, taken together, the selected tenders represent the most advantageous overall combination of:

- valid, reliable and auditable Establishment Survey data
- valid, reliable and auditable audience data;
- high-accuracy monitoring services;
- a robust, reliable, and fully functional software application for analysing and reporting the data;
- the best ratio between quality and price.

(14) Where different modules are awarded to different economic operators, the Commission shall ensure that the selected operators are capable, collectively and through appropriate coordination mechanisms, of delivering a coherent and fully functional Service.

(15) In this context, and in accordance with the provisions governing the coordination and integration of modules, the economic operator awarded module (ii) shall assume the role of integrator and shall be responsible for the overall integration of all modules and for the delivery of the Service as a whole.

Short description of the Service

Timelines

(16) Period for providing the Service: **01 January 2029 - 31 December 2032**.

(17) Service set-up period: from the date on which the contracts are signed until 31 December 2028. The validation and testing phase shall begin on 01 October 2028. The Service must be fully operational on 01 January 2029.

(18) In the Service set-up period, the following activities must be performed: initial establishment survey, panel setup, monitoring service setup, test data reporting.

(19) We require that the Service be fully operational as of 01 January 2029. To support this objective, a validation and testing phase shall be implemented commencing on 01 October 2028, covering both the fully established panel and the monitoring of programmes, audiovisual commercial communications, and announcements broadcast or otherwise disseminated by broadcasters or media service providers in connection with their own programmes and directly related ancillary products.

(20) This testing phase is intended to ensure the identification and remediation of any operational deficiencies within the new audience measurement system, as well as to generate a comprehensive database to be used for system validation and performance verification purposes.

(21) In this context, Tenderers are requested to submit a detailed implementation and operational timetable corresponding to the proposed Service, including the designated setup and transition period. The timetable shall clearly outline all key activities, milestones, and deliverables, together with the allocation of responsibilities and the identification of the personnel accountable for each stage of execution. The time limits set out above shall apply exclusively to the four core modules of the Service as specified herein.

(22) The timeframes applicable to the design, set-up, and commencement of any additional or optional components of the Service such as, by way of example, hybrid audience measurement solutions or the integration of Return Path Data (RPD) shall be proposed by the Tenderers within their respective submissions.

(23) Such proposed timelines shall be subject to mutual agreement between the contracting parties and, where applicable, shall be duly incorporated and formalised within the relevant contractual arrangements if such additional modules are awarded.

Scope

(24) The Service shall be based on audience measurement research conducted through a nationally representative panel of households. Representativeness

shall be ensured at both household and individual levels. Data collection shall be carried out by electronic means, in accordance with the methodology commonly referred to as “peoplemeter measurement.”

(25) The primary objective of the Service is to provide beneficiaries, daily, with reliable and comprehensive audience data relating to audiovisual media services accessible within the territory of Romania and eligible for measurement. This shall include data derived from the installed panel, as well as data concerning programmes, audiovisual commercial communications, and announcements disseminated by broadcasters or media service providers in connection with their own programmes and directly related ancillary products, as transmitted via such audiovisual media services.

(26) The Service may also encompass additional components, including, without limitation, the reporting of aggregated audience data across television broadcasts, on-demand audiovisual media services, and video platform services (hereinafter collectively referred to as “hybrid measurement”).

(27) The Service shall enable the processing and analysis of collected data, the comparison of such data with historical datasets (including those generated by prior audience measurement services), and the continued analysis of historical data. Furthermore, the Service shall ensure data continuity and interoperability, facilitating a compatible transition to the subsequent measurement service to be conducted during the period 01 January 2033 – 31 December 2036.

(28) The current economic operator designated to provide the Service for the period 01 January 2024 - 31 December 2027 is Fifty5Blue (formerly Kantar Media). The contract for the current Service has been extended until 31 December 2028 exclusively for the purpose of ensuring continuity of the Service throughout 2028.

(29) In the implementation and delivery of the Service, a modular approach shall be adopted. Further details are set out in the chapter “**Modular Approach of the Service”**.

Admissibility of Tenders per Module

(30) For each individual module comprising the Service, only those tenders that meet all the requirements set out in the Specifications applicable to the respective module shall be accepted and admitted into the evaluation process by the Commission. Tenders that do not fully comply with the requirements of the Specifications for a given module shall be rejected for that module and shall not be subject to further evaluation by the Commission in respect thereof.

Additional or Optional Components of the Service

(31) Where the Specifications identify any additional or optional components of the Service, each tenderer shall submit, in respect of each such component, a technical tender and a financial tender, in accordance with the requirements set out in the Specifications.

(32) Any such tenders shall be evaluated separately by the Commission, and for each additional or optional component of the Service the Commission shall record the technical evaluation result, the financial evaluation result, and a reasoned assessment of the usefulness, compatibility and added value of the respective component to module (ii) and to the Service as a whole.

(33) For the avoidance of doubt, the evaluation of any additional or optional component of the Service shall not affect the admissibility, evaluation, ranking or award of the tenders submitted for the four core modules of the Service.

(34) The request for tenders in respect of any additional or optional component of the Service is made for evaluation and decision-making purposes only and shall not create any obligation on the part of the Contracting party of the Service to acquire such component.

(35) The prices offered for any additional or optional component of the Service shall remain firm and valid for a period of **1 (one) year** from the date of notification of the award decision for the four core modules of the Service.

(36) Any decision to acquire an additional or optional component of the Service shall be taken separately by the Contracting party of the Service, having regard, inter alia, to the proposed price, the available budget, the expected return on investment, the operational need, and the added value of the respective component to module (ii) and to the Service as a whole.

Modular Approach to the Provision of the Service

(37) In the performance of the Service, a modular approach shall be adopted. The Service shall be structured into four interdependent components, each constituting a distinct module of the Service, as follows:

(i) Establishment survey;

(ii) The measurement of the audiovisual media services which are accessible on the territory of Romania and which are eligible to be a subject-matter of such measurements;

(iii) Monitoring of programmes, audiovisual commercial communications and announcements made by broadcasters or by media services providers in connection with their own programmes and ancillary products directly derived from those programmes;

(iv) Software application for analysing and reporting the data obtained through the Service.

(38) The numbering of the modules shall follow the format (i), (ii), (iii), (iv).

(39) Any tenderer submitting a tender for module (ii) shall be under the obligation to submit tenders for all other modules. Conversely, a tenderer submitting a tender for one or more of modules (i), (iii) and/or (iv) shall not be required to submit a tender for module (ii).

(40) The modules shall be evaluated separately by the Commission, on the basis of distinct evaluation criteria applicable to each individual module.

(41) Following the evaluation process, the Commission shall determine and decide which tenderer or tenderers shall be awarded the contract for each respective module.

Coordination, Integration and Dispute Resolution

(42) In the event that different modules comprising the Service are awarded to different tenderers, the respective contractors shall cooperate in good faith and coordinate their activities so as to ensure the coherent, continuous, and effective provision of the Service as a whole.

(43) Without prejudice to the obligations of each contractor in respect of the module awarded to it, the contractor awarded module (ii) shall have primary responsibility for the overall integration of the modules and for ensuring the consistency, interoperability, and proper functioning of all components of the Service. In this capacity, the contractor awarded module (ii) shall coordinate the exchange of data and information between contractors, define and maintain the necessary technical and operational interfaces, and ensure that the outputs of the respective modules are integrated into a unified system. Such contractor shall further be responsible for the delivery of the Service as a whole in accordance with the Specifications and contractual requirements.

(44) All other contractors shall provide full cooperation and shall supply, in a timely manner, all data, information, access, and technical assistance necessary to enable the contractor awarded module (ii) to fulfil its integration and overall service delivery obligations.

(45) For the purposes of coordination, the contractors shall establish appropriate governance mechanisms, which may include, inter alia, joint working groups, regular coordination meetings, designated contact points, and agreed communication procedures.

(46) In the event of any disagreement or dispute between contractors relating to the coordination, integration, or performance of the modules, the contractors shall first seek to resolve the matter amicably through the agreed coordination mechanisms. Where such disagreement cannot be resolved within a reasonable period of time, the matter shall be escalated to ARMADATA SRL, which may issue instructions or binding determinations necessary to ensure the proper execution of the Service. Compliance with such instructions shall be mandatory for all contractors.

(47) Failure by any contractor to comply with its coordination and cooperation obligations may constitute a breach of its contractual obligations and may result

in the application of the remedies provided under the relevant contract, as the contractual parties will agree.

Mandatory methodological requirements

(48) The data obtained through and reported by the Service are statistical data, estimates obtained as a result of a market research based on a panel.

(49) When conducting the Service, the economic operators will observe the standards mentioned under I.C.C./E.S.O.M.A.R. International Code of Marketing and Social Research Practice.

(50) When conducting the Service, the economic operators will observe the recommendations from the Global Guidelines on Television Audience Measurement issued by Audience Research Methods (ARM) and published by the European Broadcasters Union (EBU) and the standards on measurement as published by MRC to the extent to which these are reasonable and can be implemented.

(51) When conducting the Service, the economic operators will be compliant with the provisions 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 (General Data Protection Regulation).

(52) In providing the Service, economic operators shall ensure its compliance with the provisions of Article 24(1) of REGULATION (EU) 2024/1083 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (European Media Freedom Act - EMFA).

Technical specifications of the Service

(53) All the technical specifications of the Service are mentioned in the document named “Specifications of the measurement, monitoring and data reporting service for audiovisual media services available on the territory of Romania for the period 01 January 2029 - 31 December 2032”.

(54) This document will be sent to the economic operators, according to the procedure mentioned below.

(55) All documents related to the procedure shall be submitted by the economic operators and/or will be sent by the Commission in electronic format through a service that ensures the secure transmission of documents and guarantees their traceability.

The contractual party of the economic operator/economic operators which is/are designated through the tender process

(56) The contract(s) for the Service will be concluded between the economic operator(s) designated through the tender process and ARMADATA SRL ("the Contracting party"), a company owned by the Romanian Association for Audience Measurement. The Service will be paid with private funds by the entity which concludes the contract(s).

(57) Romanian Association for Audience Measurement (ARMA) is non-governmental non-profit and apolitical organisation with a number of 70 members, consisting of broadcasters and audiovisual media services providers, advertising/media agencies and advertisers. The Association's aim is to provide its members and interested third parties with impartial, precise and objective information on the audience of the Romanian mass media, their characteristics and performances. Information on ARMA is available on www.arma.org.ro.

Qualification criteria for participating to the tender process are the following:

(58) A. For the economic operators that intend to submit a tender for the module (ii)

A1. The economic operator is a research company which has as an object of activity audience measurement of the audiovisual media services, through electronic means, methodology generically named "peoplemeter measurement";

A2. Economic operator's experience in the above-mentioned field is of at least 10 years;

A3. The economic operator is the owner of the tools used for providing the Service (data production software application, data analysis software application, software applications for programmes, audiovisual commercial communications and announcements made by the broadcasters or by audiovisual media services providers on their programmes and ancillary products derived directly from those programmes, peoplemeter devices which will be used).

A4. The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders.

A5. The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service.

A6. The economic operator will provide directly the service which is the subject-matter of the tender process. The only component which can be subcontracted is the Establishment Survey.

A7. The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities.

A8. The economic operator must have achieved, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, a relevant annual turnover of at

least EUR 2 million, exclusively from the provision of services for the electronic measurement of audiences of audiovisual media services.
A9. The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit.

Qualification criteria mentioned under items A2, A4, A5, A7 from above and B6 from below will be applied by the Commission also in respect of possible proposed subcontractors.

Where the economic operator proposes to subcontract the establishment survey, the proposed subcontractor must independently fulfil the qualification criterion set out under item B6. For this purpose, only the relevant annual turnover generated by the proposed subcontractor from the provision of market research services involving the collection, processing and analysis of data shall be taken into account.

(59) B. For the economic operators that intend to submit a tender only for the module (i)

B1. The economic operator is a research company which has as an object of activity the conduct of establishment surveys, including the collection, processing, and analysis of data necessary to support audience measurement of audiovisual media services.
B2. Economic operator's experience in the above-mentioned field is of at least 10 years;
B3. The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders.
B4. The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service.
B5. The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities.
B6. The economic operator must have achieved, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, a relevant annual turnover of at least EUR 1 million, exclusively from the provision of market research services involving the collection, processing and analysis of data.
B7. The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit.
B8. The economic operator will provide directly the module which is the subject-matter of the tender process.

(60) C. For the economic operators that intend to submit a tender only for the module (iii)

C1. The economic operator is a company which has as an object of activity the monitoring of programmes, audiovisual commercial communications and announcements made by broadcasters or by media services providers in connection with their own programmes and ancillary products directly derived from those programmes.
C2. Economic operator's experience in the above-mentioned field is of at least 10 years;
C3. The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders.
C4. The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service.
C5. The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities.
C6. The economic operator must have achieved, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, a relevant annual turnover of at least EUR 1 million, exclusively from the provision of media monitoring services.
C7. The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit.
C8. The economic operator will provide directly the module which is the subject-matter of the tender process.

(61) D. For the economic operators that intend to submit a tender only for the module (iv)

D1. The economic operator is a company which has as an object of activity the development, provision, and operation of software applications for the analysis and reporting of audience measurement data and media monitoring data.
D2. Economic operator's experience in the above-mentioned field is of at least 10 years;
D3. The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders.
D4. The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service.
D5. The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities.
D6. The economic operator must have achieved, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, a relevant annual turnover of at least EUR 1 million, exclusively from the development, provision, licensing, maintenance or operation of software applications for data analysis and reporting.

D7. The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit.
D8. The economic operator will provide directly the module which is the subject-matter of the tender process.

(62) E. For all economic operators which participate to the tender process

(63) E1. The economic operator has not been the subject of a conviction by final judgement issued by a judicial court for one of the following criminal offences:

a) Establishing an organized criminal group, mentioned under art. 367 of Law no. 286/2009 on Criminal Code, with all its modifications and completions or mentioned under applicable legal provisions of the criminal legislation of any other state;
b) Corruption, mentioned under art. 289 – 294 of Law no. 286/2009, with all its modifications and completions and criminal offences assimilated to corruption criminal offences mentioned under art. 10 – 13 from Law no. 78/2000 for preventing, discovering and convicting corruption activities, with all its modifications and completions or mentioned under the applicable legal provisions of the criminal legislation of any other state;
c) Criminal offences against European Unions' financial interests, mentioned under art. 18^1 – 18^5 of Law no. 78/2000, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of any other state;
d) Act of terrorism, mentioned under art. 32 – 35 and under art. 37^1 – 38 of Law no. 535/2004 for preventing and fighting against terrorism, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of the state in which the said economic operator was convicted;
e) Money laundering, mentioned under art. 49 of Law no. 129/2019 for preventing and fighting money laundering and terrorism financing and for changing and amending other legal provisions or terrorist financing mentioned under art. 36 of Law no. 535/2004, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of any other state;
f) Trafficking and exploiting vulnerable human beings, mentioned under art. 209 – 217 of Law no. 286/2009, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of the state in which the said economic operator was convicted;
g) Fraud, within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests from 27 November 1995.

(64) E2. The economic operator is not in any of the following situations:
a) Where the economic operator is subject of insolvency or winding-up proceedings, judicial surveillance or in termination of activity;
b) Where the economic operator has committed a grave professional misconduct, which renders its integrity questionable;
c) Where the Commission has reasonable indications/concrete information to conclude that the economic operator has entered into agreements with other

economic operators aimed at distorting competition in the tender process or related to the tender process;

d) Where the economic operator is in a situation of conflict of interests in the tender process or related to the tender process and this situation cannot be effectively remedied by other less severe measures;
e) Where the economic operator is guilty of false declarations in supplying the information requested by the Commission for the verification of the absence of the exclusion grounds or for the fulfilment of the qualification criteria, has withheld such information or is not able to submit the supporting documents requested;
f) Where the economic operator has undertaken to unduly influence the decision – making process of the Commission, to obtain confidential information that may confer upon it undue advantages in the tender process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or awarding to the respective economic operator;
g) Where the economic operator has breached repeatedly and gravely its main obligations undertaken according to a prior concluded agreement, having as object services similar to the services mentioned by the current tender process and these breaches caused a termination of the agreement before the contractual term, payment of damages or similar sanctions, irrespective of the state where the agreement was concluded and/or executed.

(65) *Grave professional misconduct* means any misconduct of the economic operator which affects its professional reputation such as breaching the competition rules by cartelization aiming at rigging the tender processes or breaching the intellectual property rights, committed with intention or grave guilt, including violation of the deontological norms applicable to the profession of the economic operator.

(66) The following situations, mentioned here as examples, are considered by the Commission as serious indications that the economic operator has entered into agreements with other economic operators aiming at distorting competition in the tender process or related to the tender process:

a) The tenders or the letters of participation submitted by two or more economic operators participating to the tender process are significantly similar in respect of the content of the documents;
b) In the management, administrative or supervisory body of two or more economic operators participating to the tender process are the same persons or persons which are spouses, relatives or in-laws up to second degree or persons having related interests of personal, financial, economic or any other nature;
c) A tenderer/candidate has submitted two or more tenders/letters of participation, both individually and together with other economic operators or only together with other economic operators;

d) A tenderer/candidate has submitted an individual offer/letter of participation or together with other economic operators and is nominated as a subcontractor in another tender/letter of participation.

(67) Qualification criteria mentioned under item E1 from above will be applied by the Commission also for the situation when the person subject of a conviction by final judgement issued by a judicial court is a member of an administrative, management or supervisory body of an economic operator or has representation, decision or control power within the said economic operator.

(68) Qualification criteria mentioned under items E1, E2 from above will be applied by the Commission also in respect of possible proposed subcontractors.

(69) The Commission will exclude from the tender process any economic operator incorporated as a stock company, having its registered capital represented by bearer shares that does not provide a proof of the identity of the holders of the bearer shares or of the ultimate beneficiary owners of the bearer shares.

Letter of participation and the declaration on the qualification criteria

(70) Within 15 (fifteen) days from the publication of the notice on the tender process, the economic operators which fulfil the qualification criteria mentioned above will submit to the Commission a letter of participation and a declaration that they fulfil the qualification criteria on the date of the letter of participation.

(71) The standardized forms of the letter of participation and the declaration regarding fulfilment of the qualification criteria are made available to economic operators together with this announcement.

(72) Economic operators wishing to participate in the procedure shall download the standardized forms, complete and sign them, and subsequently submit them exclusively in electronic format, through the electronic upload mechanism indicated in this announcement.

(73) The letter of participation and the declaration regarding fulfilment of the qualification criteria shall be submitted by the expiry of the 15 (fifteen) day period from the publication of this announcement, calculated in accordance with the rules on the calculation of time limits set out in the procedure (i.e. 19 November 2026, 00.00 hrs, Bucharest time).

(74) For the submission of the documents, candidates shall use exclusively an electronic upload mechanism.

In order to obtain access to the electronic upload mechanism, interested economic operators shall submit a request by email to cna@cna.ro and

tender@armaro.eu, indicating the economic operator's full legal name and the name of the contact person.

The Secretariat shall send, to the email address from which the request was received, the link through which the participation documents may be uploaded.

The communication of the link is of a strictly administrative nature and shall not constitute confirmation that the economic operator fulfils the qualification criteria, that the documents submitted are compliant or that the economic operator has been admitted to the tender process.

The Secretariat shall send the upload link no later than one working day after receipt of the request. Economic operators are advised to request the link sufficiently in advance of the expiry of the submission deadline.

Sending the request by email and receiving the upload link shall not constitute submission of the documents and shall not interrupt, suspend or extend the applicable 15 (fifteen)-day submission period.

The economic operator shall be responsible for requesting the upload link in due time and for ensuring that all required documents are uploaded in full before the expiry of the submission deadline.

The upload link is intended exclusively for the economic operator to which it is communicated and shall not be published, forwarded or otherwise made available to any other person or entity. Any other interested economic operator shall request its own upload link in accordance with the procedure described above.

(75) After the expiry of the submission deadline, the upload or modification of documents shall no longer be permitted. Any document uploaded after the expiry of the deadline shall not be taken into consideration.

(76) Economic operators are responsible for downloading, completing, signing and uploading all required documents fully, correctly and within the applicable deadline.

(77) In order to use the electronic upload mechanism, the person carrying out the upload shall enter the identification data requested by the platform, including name and email address. The data entered when performing the upload must allow the upload to be associated with the economic operator for which the link was requested. Economic operators are responsible for the accuracy of the data entered and for the complete and timely upload of the required documents.

(78) Documents shall be uploaded exclusively in PDF format. Archived files, executable files, files containing macros or other unauthorized active elements

are not permitted. Files that do not comply with these requirements may be considered not submitted.

(79) Uploaded files shall be named according to the following format:
[Name of economic operator]_Participation Letter.pdf
[Name of economic operator]_Qualification Declaration.pdf
[Name of economic operator]_Subcontractor Declaration.pdf, where applicable.

(80) Uploaded documents shall be subject to a preliminary technical check, including antivirus checks and file format checks, before being made available to the Commission. Files that present security risks, cannot be opened safely, or are manifestly unrelated to the procedure shall not be taken into consideration.

(81) Uploads that do not allow the identification of a participating economic operator, that do not contain the requested documents, or that are manifestly unrelated to the procedure shall not be taken into consideration.

(82) **For the letter of participation and for the declaration on fulfilling the qualification criteria the economic operators will use only the standardized versions provided together with this notice.**

(83) The letter of participation and the declaration on the qualifying criteria shall be uploaded by the economic operator using only the electronic upload mechanism mentioned under paragraph (74) from above.

(84) In the letter of participation, the economic operator will state the module/modules for which they will submit a tender.

(85) Any economic operator intending to submit a bid for module (ii), and consequently required to submit bids for modules (i), (iii) and (iv), who intends to subcontract the performance of module (i), must indicate this in the letter of participation and must specify the name of the subcontractor.

(86) The nominated subcontractor must issue a declaration that it fulfils the qualification criteria mentioned under items A2, A4, A5, A7, B6, E1 and E2 from above.

(87) In the letter of participation, the economic operator will indicate a sole contact person and their coordinates (phone number, email address). These coordinates will be used for granting access to the documents of the tender process through electronic means.

Verifying the fulfilment of the qualification criteria

(88) The Commission will consider the above-mentioned criteria and will apply them for the entire duration of the tender process.

(89) The Commission verifies the fulfilment of the criteria by the candidates. After verifications, the Commission will decide to exclude from the tender process the candidates which do not fulfil the qualification criteria. The excluded candidates will be informed accordingly.

(90) At the Commission's request, the economic operator shall submit supporting documents allowing the relevant annual turnover declared by it to be verified, including the financial statements for the reference financial year and a separate statement of the turnover generated from the services relevant to the respective module, certified by the legal representative and the person responsible for the economic operator's financial and accounting records or by its auditor, as applicable. The Commission may request additional information and documents in order to verify the accuracy of the amounts declared and whether they fall within the relevant category. This provision shall also apply when verifying compliance by proposed subcontractors with the criterion set out in B6.

(91) The Commission verifies the fulfilment of the qualification criteria mentioned under items A2, A4, A5, A7, B6, E1 and E2 from above also by the proposed subcontractors.

(92) If the Commission ascertains that a subcontractor does not fulfil the criteria, the Commission will ask only one time to the economic operator to replace that subcontractor with another one. The economic operator which is in such situation has the obligation to announce the Commission about the new proposed subcontractor within 5 days. If the economic operator fails to indicate the new subcontractor within the above - mentioned term or the new proposed subcontractor fails to fulfil the criteria mentioned under items A2, A4, A5, A7, B6, E1 and E2 from above, the Commission will exclude the economic operator from the tender process.

(93) The tender process shall continue even if only one candidate is admitted, provided that such candidate is admitted in respect of module (ii). As module (ii) constitutes the integration module and modules (i), (iii) and (iv) operate only in conjunction with module (ii), no standalone evaluation or award shall be made in respect of module (i), module (iii) or module (iv) in the absence of an admitted candidate for module (ii). Any candidate submitting a tender for module (ii) must also submit tenders for modules (i), (iii) and (iv), and shall act as the integrator of those modules. Accordingly, where only one candidate is admitted and that candidate is admitted for module (ii), the tender process may continue in respect of all four modules. Conversely, where no candidate is admitted for module (ii), the tender process shall not proceed further in respect of any of the four modules.

(94) Following receipt of the letters of participation and the declarations regarding compliance with the qualification criteria, and after verifying their compliance, the Commission shall send the Specifications to the economic operators whose documents have been found compliant.

(95) All documents related to the procedure shall be sent by the Commission in electronic format through a service that ensures the secure transmission of documents and guarantees their traceability.

(96) Prior to access the documents, the economic operator will sign a non-disclosure agreement ("NDA"). The NDA will be provided for signing also through the same service that ensures the secure transmission of documents and guarantees their traceability.

(97) The verification of compliance with the qualification criteria and the transmission of the Specifications to the admitted Candidates, following the execution of the confidentiality agreement, shall be completed no later than 26 November 2026, inclusive.

Clarifications regarding the technical specifications of the Service

(98) **The tenderers are allowed to request, in writing, clarifications on the technical specifications of the Service**. The requests for clarifications will be registered by the tenderers, according to the instructions issued by the Commission and communicated through the Secretariat. **The deadline for registering such requests** for clarifications is on 03 December 2026, 12.00 hrs. (Bucharest time). The Commission will answer to these requests until 10 December 2026 by sending a document to all tenderers containing answers to all clarifications requested by all tenderers.

Deadline for submitting the tenders

(99) **The deadline for submitting the tenders** by the tenderers is 25 January 2027, 12.00 hrs. (Bucharest time), according to the instructions issued by the Commission and communicated through the Secretariat.

Structuring the tenders

(100) The tenders will be structured identical to the technical specifications. All questions, requests and items from the technical specifications are mandatory.

(101) The tenders will be submitted in English language and in Romanian language.

(102) The prices will be mentioned in the currency of the European Union, i.e. EURO and will follow the structure of costs which has been provided to the tenderers together with the Specifications.

(103) The tenderers shall submit the guarantees that they deem right to guarantee the Commission that the relevant contract will be executed for a period of 4 years, from 2029 to 2032.

Submitting the tenders

(104) The tenders will be submitted in electronic format according to the instructions received from the Commission and within the term mentioned above.

(105) Tenderers shall submit their technical tender and financial tender as 4 (four) separate files. The title of each file must clearly indicate its content by including the wording “EN_TECHNICAL_TENDER”, “EN_FINANCIAL_TENDER”, “RO_OFERTA_TEHNICA” and “RO_OFERTA_FINANCIARA”, respectively.

(106) The technical tender must not contain any financial information whatsoever, including but not limited to prices, fees, rates, costs, budgets, financial assumptions, or any other information that could reveal, directly or indirectly, the financial aspects of the offer.

(107) If the Commission determines that any financial information has been included in the technical tender, or that the requirement to submit separate technical and financial tenders has not been complied with, the proposal shall be deemed non-compliant and shall be disqualified from the tender process.

Distribution of the technical tenders to the members of the Commission

(108) The technical tenders submitted by the tenderers will be distributed to the members of the Commission.

(109) The financial tenders submitted by the tenderers will not be distributed to the members of the Commission at this stage of the procedure.

Presentation of the technical tenders

(110) Tenderers shall briefly present their technical tender, answer any outstanding questions and introduce the persons/partners directly involved in the performance of the Service. The maximum duration of the presentations shall be as follows: 45 minutes where a tender has been submitted for one module; 60 minutes where a tender has been submitted for two modules; 75 minutes where a tender has been submitted for three modules; and 90 minutes where a tender has been submitted for four modules. The presentations shall be held online before the members of the Commission and the Commission’s observers. The language used for the presentation shall be Romanian. If the presentation is delivered in a language other than Romanian, simultaneous interpretation must be provided. Simultaneous interpretation shall be arranged by the tenderers at their own expense.

(111) The presentations of the technical tenders will take place between 08-19 February 2027. The presentation of the technical tenders will be held in online format via a teleconferencing system which will be decided by the Commission. Details on the schedule of the presentations will be sent to the tenderers in due time, before the date of the presentations.

Clarifications on the technical tenders

(112) The Commission addresses questions to the tenderers if there are technical aspects requiring clarifications. This phase will take place between 15-26 February 2027. The Commission may authorise some of its members to carry out this activity. The authorised members shall inform the Commission of the clarifications requested and the responses received.

The evaluation of the technical tenders

(113) The members of the Commission evaluate the technical tenders based on the evaluation criteria, as they are approved by the Commission. The evaluation of the technical tenders will take place on 01 March 2027.

Minimum technical qualification threshold

(114) In order to proceed to the financial evaluation stage, a technical tender must satisfy both of the following requirements:

1. The final technical score of a technical tender, calculated as the arithmetic mean of the final technical scores assigned by all members of the Commission, must be at least 7.0 points out of 10; and
2. The final technical score assigned by at least 10 of the 15 members of the Commission must be at least 7.0 points out of 10.

(115) Scores are assigned as described below under “Evaluation of technical tenders for each individual module”.

(116) Any technical tender that fails to meet either of the above requirements shall not qualify for the financial evaluation stage and shall be excluded from further consideration.

Distribution of the financial tenders, verification of abnormal prices, discussions for the improvement of the financial tenders, discussions on the contractual clauses

(117) This phase will take place between 01 March – 09 April 2027.

(118) In this phase will enter only the tenders qualified according to the procedure described above.

(119) The financial tenders will be distributed to the members of the Commission who evaluate the financial tenders on 01 March 2027. The representatives of the National Council of Audiovisual do not evaluate the financial tenders.

(120) The price mentioned in the financial tender will be verified.

(121) In case of a tender which apparently has an abnormal low or high price in relation to the services, the Commission will request from the tenderer, in writing

and prior to decide to reject the said tender, details and clarifications considered significant to the tender and will verify the answers that clarify the proposed price.

(122) The Commission will take into consideration the explanations received from the tenderer, under the above-mentioned provisions, in particular those related to:

a) The economics of the services provided;
b) The technical solutions chosen and/or any exceptionally favourable conditions available to the tenderer for the supply of services;
c) The originality of the tender in respect of fulfilling all the requests mentioned in the technical specifications of the Service.

(123) If the tenderer fails to submit the details and clarifications requested by the Commission, the tender will be disqualified.

(124) If the Commission receives the requested details and clarifications, after analysing them, the Commission can decide to reject that tender or to keep it in the evaluation process. The Commission decision will be communicated to the tenderer.

(125) The Commission may decide to start discussions with the tenderers for them to improve their financial tenders. For these discussions, the Commission can mandate some of its members from the category of members who evaluate the financial tenders. Also, the draft of the contract(s) which will be concluded for providing the Service will be sent to the tenderers for discussions on the contractual clauses. After the discussions, the members who are mandated for discussions inform the Commission on the content of the discussions and on the results obtained.

The evaluation of the financial tenders

(126) This phase will take place on 15 April 2027.

Determining the winning tenders

(127) Determining will be done, according to the evaluation criteria which will be made available to the tenderers together with the Specifications.

(128) These criteria apply the principle: the best ratio between quality and price.

(129) Tenders submitted for each module shall be evaluated separately and independently. The evaluation outcome for one module shall not affect the evaluation of any other module.

Evaluation of technical tenders for each individual module

(130) The technical tenders for each individual module shall be evaluated by all 15 members of the Commission.

(131) Each member of the Commission shall carry out an individual evaluation of the technical tenders submitted for each module.

(132) Several evaluation criteria shall apply. Certain criteria shall relate to the general evaluation of the technical tender, while others shall relate to the technical evaluation of the technical tender.

(133) Each member of the Commission shall assign a score from 1 to 10 for each criterion.

(134) For each member of the Commission, the arithmetic mean of the scores assigned for all applicable criteria shall be calculated. This mean shall constitute the final technical score assigned by that member to the relevant technical tender.

(135) The final score of a technical tender shall be calculated as the arithmetic mean of the final technical scores assigned by the members of the Commission.

(136) In order to proceed to the financial evaluation stage, a technical tender must satisfy both of the following requirements:

1. The final technical score of a technical tender, calculated as the arithmetic mean of the final technical scores assigned by all members of the Commission, must be at least 7.0 points out of 10; and
2. The final technical score assigned by at least 10 of the 15 members of the Commission must be at least 7.0 points out of 10.

(137) Any technical tender that fails to meet either of the above requirements shall not qualify for the financial evaluation stage and shall be excluded from further consideration.

Evaluation of financial tenders for each individual module

(138) The financial tenders for each individual module shall be evaluated by 10 of the 15 members of the Commission.

(139) Those 10 members shall independently evaluate the financial tenders submitted for each module.

(140) Several evaluation criteria shall apply to the financial tender.

(141) Each of the 10 members shall assign a score from 1 to 10 for each criterion.

(142) For each of those 10 members, the arithmetic mean of the scores assigned for all applicable criteria shall be calculated. This mean shall constitute the final financial score assigned by that member to the relevant financial tender.

(143) The final score of a financial tender shall be calculated as the arithmetic mean of the final financial scores assigned by the 10 members of the Commission responsible for evaluating the financial tenders.

Calculation of the Final Score of a Tender

(144) The final score obtained by a technical tender shall be multiplied by a coefficient of 0.6 and added to the final score obtained by a financial tender, the latter being multiplied by a coefficient of 0.4.

(145) For each module, the tender obtaining the highest final score shall be declared the winning tender.

The announcement of results of the tender process

(146) After determining the winning tender/tenders, the Commission will announce the result of the tender process to the tenderers. The announcement will be made on 15 April 2027.

(147) The Commission will inform ARMA of the tenderer(s) selected for each module and with whom ARMA is to conclude the relevant contract(s).

Cases for annulment of the tender process

(148) The Commission shall decide to annul the tender process if:

(a) no economic operator submits a tender for module (ii);

(b) no economic operator submitting a tender for module (ii) fulfils the qualification criteria; or

(c) no tender submitted for module (ii), together with the tenders for modules (i), (iii) and (iv) submitted by the same economic operator in its capacity as integrator of those modules, fulfils the requirements of the technical specifications applicable to the respective modules and to their integration within the Service.

(149) For the avoidance of doubt, modules (i), (iii) and (iv) shall not be evaluated or awarded on a standalone basis in the absence of a qualified and technically compliant tender for module (ii), since those modules operate only in conjunction with module (ii).

Terms calculation

(150) The terms are calculated as follows:

- When the term is calculated by days, the day when the term starts and the day when the term stops, are not taken into account.
- When the last day of a term is on a non-working day, the term is prolonged until the next working day.

Modification of the terms

(151) The above-mentioned terms may be subject to modification by the decision of the Commission with the announcement of the modifications to all the participants with at least five days notice prior to applying the modifications.

No Guarantee; No Liability; Costs of Participation

(152) Participation in the present procedure, including the receipt of the Specifications, the submission of a tender, and the evaluation of such tender by the Commission, shall not give rise to any obligation on the part of the Commission or, subsequently, of any contracting entity, to award any contract to any candidate or tenderer.

(153) Nothing in this procedure shall be construed as a commitment, representation, or guarantee of any kind that a candidate or tenderer will be selected, awarded a contract, or otherwise engaged in relation to the Service.

(154) The Commission reserves the right, at its sole discretion, to amend, suspend, or terminate the procedure, in whole or in part, at any time, without incurring any liability whatsoever.

(155) Participation in the procedure shall be entirely at the candidate's or tenderer's own risk and expense. No candidate or tenderer shall be entitled to claim or receive from the Commission, or from any contracting entity, any reimbursement, compensation, or indemnity of any kind in respect of any costs, expenses, or liabilities incurred in connection with the preparation or submission of a tender, participation in the procedure, or compliance with any requirements set out in the Specifications.

(156) By submitting a tender, each candidate or tenderer expressly acknowledges and accepts that it shall have no claim whatsoever against the Commission or any contracting entity arising out of or in connection with the procedure, including, without limitation, any claim for damages, costs, or loss of opportunity, irrespective of the outcome of the procedure.

Note: In case of any discrepancies between the version in Romanian language and the version in English language, the Romanian language version shall prevail.

APPENDIX A - To be used by candidates and subcontractors

DECLARATION ON THE FULFILMENT OF QUALIFICATION CRITERIA

To: The Commission in charge with the tender process

Regarding: tender process for designating the provider/providers of the measurement, monitoring and data reporting on audiovisual media services accessible on the territory of Romania for the period 01 January 2029 - 31 December 2032.

I. Identification of the Economic Operator

Economic operator (full legal name): _____

Registered office: _____

Registration / incorporation number: _____

VAT / tax identification number: _____

Represented by (name and position): _____

II.A. Module(s) for Which the Economic Operator Will Submit a Tender

Please mark the applicable module(s):

☐ **Module (i)** – Establishment Survey

☐ **Module (ii)** – The measurement of the audiovisual media services which are accessible on the territory of Romania, and which are eligible to be a subject-matter of such measurements

☐ **Module (iii)** – Monitoring of programmes, audiovisual commercial communications and announcements made by broadcasters or by media services providers in connection with its own programmes and ancillary products directly derived from those programmes

☐ **Module (iv)** – Software application for analysing and reporting the data obtained through the Service

II.B. Subcontractor

☐ **Subcontractor of the economic operator _____, which is submitting a tender for modules (i), (ii), (iii) and (iv).**

III. Declaration

The undersigned, acting in the name and on behalf of the above-mentioned economic operator, hereby declare that, **on the date of the letter of participation**, the economic operator fulfils the qualification criteria applicable to the module(s) indicated above.

*For each applicable item below, please mark **YES** or **NO**.*

*Where the answer is **NO**, full details and explanations shall be provided in the space indicated below the relevant item.*

A. For the economic operators that intend to submit a tender for the module (ii)

A1

Does the economic operator confirm the following statement: "The economic operator is a research company which has as an object of activity audience measurement of the audiovisual media services, through electronic means, methodology generically named 'peoplemeter measurement'"?

YES ☐ NO ☐

If **NO**, please provide details:

_____

_____

A2

Does the economic operator confirm the following statement: "Economic operator's experience in the above-mentioned field is of at least 10 years"?

YES ☐ NO ☐

If **NO**, please state the number of years of relevant experience and provide details:

_____

_____

A3

Does the economic operator confirm the following statement: "The economic operator is the owner of the tools used for providing the Service (data production software application, data analysis software application, software applications for programmes, audiovisual commercial communications and announcements made by the broadcasters or by audiovisual media services providers on their programmes and ancillary products derived directly from those programmes, peoplemeter devices which will be used)" ?

YES ☐ NO ☐

If **NO**, please specify which tools are not owned by the economic operator and provide details:

_____

_____

A4

Does the economic operator confirm the following statement: "The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders"?

YES ☐ NO ☐

If **NO**, please identify the relevant shareholders/stockholders and provide details:

_____

_____

A5

Does the economic operator confirm the following statement: "The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service"?

YES ☐ NO ☐

If **NO**, please identify the relevant contract(s), counterparty(ies), and provide details:

_____

_____

A6

Does the economic operator confirm the following statement: "The economic operator will provide directly the service which is the subject-matter of the tender process. The only component which can be subcontracted is the establishment survey"?

YES ☐ NO ☐

If **NO**, please explain:

_____

_____

A7

Does the economic operator confirm the following statement: "The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities"?

YES ☐ NO ☐

If **NO**, please provide details:

_____

_____

A8

Does the economic operator confirm the following statement: "The economic operator confirms that, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, it achieved a relevant annual turnover of at least EUR 2 million, exclusively from the provision of services for the electronic measurement of audiences of audiovisual media services"?

YES ☐ NO ☐

Reference financial year: _____

Economic operator's total turnover in the reference financial year: _____

Relevant annual turnover for module (ii): _____

Category/categories of services from which the relevant annual turnover was generated: _____

Currency in which the turnover is expressed: _____

Exchange rate used for conversion into euro, if applicable: _____

If **NO**, please state the relevant annual turnover and provide details:

_____

A9

Does the economic operator confirm the following statement: "The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit"?

YES ☐ NO ☐

If **NO**, please state the relevant level of annual liquidity and provide details:

Proposed subcontractors (where applicable)

Does the economic operator confirm the following statement: "Qualification criteria mentioned under items A2, A4, A5 and A7 from above and item B6 from belowwill be applied by the Commission also in respect of possible proposed subcontractors"?

YES ☐ NO ☐

If **NO**, or if any proposed subcontractor does not fulfil the relevant qualification criteria, please identify the proposed subcontractor and provide details:

B. For the economic operators that intend to submit a tender only for the module (i)

B1

Does the economic operator confirm the following statement: "The economic operator is a research company which has as an object of activity the conduct of establishment surveys, including the collection, processing, and analysis of data necessary to support audience measurement of audiovisual media services"?

YES ☐ NO ☐

If **NO**, please provide details:

B2

Does the economic operator confirm the following statement: "Economic operator's experience in the above-mentioned field is of at least 10 years"?

YES ☐ NO ☐

If **NO**, please state the number of years of relevant experience and provide details:

_____

_____

B3

Does the economic operator confirm the following statement: "The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders"?

YES ☐ NO ☐

If **NO**, please identify the relevant shareholders/stockholders and provide details:

_____

_____

B4

Does the economic operator confirm the following statement: "The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service"?

YES ☐ NO ☐

If **NO**, please identify the relevant contract(s), counterparty(ies), and provide details:

_____

_____

B5

Does the economic operator confirm the following statement: "The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities"?

YES ☐ NO ☐

If **NO**, please provide details:

_____

_____

B6

Does the economic operator confirm the following statement: "The economic operator confirms that, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, it achieved a relevant annual turnover of at least EUR 1 million, exclusively from the provision of market research services involving the collection, processing and analysis of data"?

YES ☐ NO ☐

Reference financial year: _____

Economic operator's total turnover in the reference financial year: _____

Relevant annual turnover for module (i): _____

Category/categories of services from which the relevant annual turnover was generated: _____

Currency in which the turnover is expressed: _____

Exchange rate used for conversion into euro, if applicable: _____

If **NO**, please state the relevant annual turnover and provide details:

_____

_____

B7

Does the economic operator confirm the following statement: "The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit"?

YES ☐ NO ☐

If **NO**, please state the relevant level of annual liquidity and provide details:

_____

_____

B8

Does the economic operator confirm the following statement: "The economic operator will provide directly the module which is the subject-matter of the tender process"?

YES ☐ NO ☐

If **NO**, please explain:

C. For the economic operators that intend to submit a tender only for the module (iii)

C1

Does the economic operator confirm the following statement: "The economic operator is a company which has as an object of activity the monitoring of programmes, audiovisual commercial communications and announcements made by broadcasters or by media services providers in connection with their own programmes and ancillary products directly derived from those programmes"?

YES ☐ NO ☐

If **NO**, please provide details:

C2

Does the economic operator confirm the following statement: "Economic operator's experience in the above-mentioned field is of at least 10 years"?

YES ☐ NO ☐

If **NO**, please state the number of years of relevant experience and provide details:

C3

Does the economic operator confirm the following statement: "The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders"?

YES ☐ NO ☐

If **NO**, please identify the relevant shareholders/stockholders and provide details:

_____

_____

C4

Does the economic operator confirm the following statement: "The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service"?

YES ☐ NO ☐

If **NO**, please identify the relevant contract(s), counterparty(ies), and provide details:

_____

_____

C5

Does the economic operator confirm the following statement: "The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities"?

YES ☐ NO ☐

If **NO**, please provide details:

_____

_____

C6

Does the economic operator confirm the following statement: "The economic operator confirms that, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, it achieved a relevant annual turnover of at least EUR 1 million, exclusively from the provision of media monitoring services"?

YES ☐ NO ☐

Reference financial year: _____

Economic operator's total turnover in the reference financial year: _____

Relevant annual turnover for module (iii): _____

Category/categories of services from which the relevant annual turnover was generated: _____

Currency in which the turnover is expressed: _____

Exchange rate used for conversion into euro, if applicable: _____

If **NO**, please state the relevant annual turnover and provide details:

_____

_____

C7

Does the economic operator confirm the following statement: "The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit"?

YES ☐ NO ☐

If **NO**, please state the relevant level of annual liquidity and provide details:

_____

_____

C8

Does the economic operator confirm the following statement: "The economic operator will provide directly the module which is the subject-matter of the tender process"?

YES ☐ NO ☐

If **NO**, please explain:

_____

_____

D. For the economic operators that intend to submit a tender only for the module (iv)

D1

Does the economic operator confirm the following statement: "The economic operator is a company which has as an object of activity the development, provision, and operation of software applications for the analysis and reporting of audience measurement data and media monitoring data"?

YES ☐ NO ☐

If **NO**, please provide details:

_____

_____

D2

Does the economic operator confirm the following statement: "Economic operator's experience in the above-mentioned field is of at least 10 years"?

YES ☐ NO ☐

If **NO**, please state the number of years of relevant experience and provide details:

_____

_____

D3

Does the economic operator confirm the following statement: "The economic operator does not have Romanian and/or foreign audiovisual media services providers as direct/indirect shareholders/stockholders"?

YES ☐ NO ☐

If **NO**, please identify the relevant shareholders/stockholders and provide details:

_____

_____

D4

Does the economic operator confirm the following statement: "The economic operator does not have, starting from the date on which it expresses the intention to participate to the tender process, direct or indirect contracts for researching the audiovisual media services market concluded with the providers of the audiovisual media services which are or will be reported through the measurement service"?

YES ☐ NO ☐

If **NO**, please identify the relevant contract(s), counterparty(ies), and provide details:

_____

_____

D5

Does the economic operator confirm the following statement: "The economic operator has to be registered according to the applicable legal provisions in order to conduct economic activities"?

YES ☐ NO ☐

If **NO**, please provide details:

_____

_____

D6

Does the economic operator confirm the following statement: "The economic operator confirms that, in the most recently completed financial year for which the annual financial statements have been approved by the deadline for submitting the letter of participation, it achieved a relevant annual turnover of at least EUR 1 million, exclusively from the development, provision, licensing, maintenance or operation of software applications for data analysis and reporting"?

YES ☐ NO ☐

Reference financial year: _____

Economic operator's total turnover in the reference financial year: _____

Relevant annual turnover for module (iv): _____

Category/categories of services from which the relevant annual turnover was generated: _____

Currency in which the turnover is expressed: _____

Exchange rate used for conversion into euro, if applicable: _____

If **NO**, please state the relevant annual turnover and provide details:

_____

_____

D7

Does the economic operator confirm the following statement: "The economic operator must have a level of annual liquidity amounted to 5% calculated on the profit"?

YES ☐ NO ☐

If **NO**, please state the relevant level of annual liquidity and provide details:

_____

_____

D8

Does the economic operator confirm the following statement: "The economic operator will provide directly the module which is the subject-matter of the tender process"?

YES ☐ NO ☐

If **NO**, please explain:

_____

_____

E. For all economic operators which participate to the tender process

E1

Does the economic operator confirm the following statement: "The economic operator has not been the subject of a conviction by final judgement issued by a judicial court for one of the following criminal offences"?

YES ☐ NO ☐

If **NO**, please identify the applicable offence(s), the person(s) concerned, the court/jurisdiction, the date of the final judgement, and provide full details:

The criminal offences referred to above are the following:

- **Establishing an organized criminal group, mentioned under art. 367 of Law no. 286/2009 on Criminal Code, with all its modifications and completions or mentioned under applicable legal provisions of the criminal legislation of any other state;**
- **Corruption, mentioned under art. 289 – 294 of Law no. 286/2009, with all its modifications and completions and criminal offences assimilated to corruption criminal offences mentioned under art. 10 – 13 from Law no. 78/2000 for preventing, discovering and convicting corruption activities, with all its modifications and completions or mentioned under the applicable legal provisions of the criminal legislation of any other state;**
- **Criminal offences against European Unions' financial interests, mentioned under art. 18^1 – 18^5 of Law no. 78/2000, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of any other state;**
- **Act of terrorism, mentioned under art. 32 – 35 and under art. 37^1 – 38 of Law no. 535/2004 for preventing and fighting against terrorism, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of the state in which the said economic operator was convicted;**
- **Money laundering, mentioned under art. 49 of Law no. 129/2019 for preventing and fighting money laundering and terrorism financing and for changing and amending other legal provisions or terrorist financing mentioned under art. 36 of Law no. 535/2004, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of any other state;**
- **Trafficking and exploiting vulnerable human beings, mentioned under art. 209 – 217 of Law no. 286/2009, with all its modifications and completions, or mentioned under applicable legal provisions of the criminal legislation of the state in which the said economic operator was convicted;**
- **Fraud, within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests from 27 November 1995.**

E2. For all economic operators which participate to the tender process

a)

Does the economic operator confirm that the following situation does not apply to it: "Where the economic operator is subject of insolvency or winding-up proceedings, judicial surveillance or in termination of activity"?

YES ☐ NO ☐

If **NO**, please provide full details:

b)

Does the economic operator confirm that the following situation does not apply to it: "Where the economic operator has committed a grave professional misconduct, which renders its integrity questionable"?

YES ☐ NO ☐

If **NO**, please provide full details:

"Grave professional misconduct" means any misconduct of the economic operator which affects its professional reputation such as breaching the competition rules by cartelization aiming at rigging the tender processes or breaching the intellectual property rights, committed with intention or grave guilt, including violation of the deontological norms applicable to the profession of the economic operator.

c)

Does the economic operator confirm that the following situation does not apply to it: "Where the Commission has reasonable indications/concrete information to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition in the tender process or related to the tender process"?

YES ☐ NO ☐

If **NO**, please provide full details:

The following situations, mentioned here as examples, are considered by the Commission as serious indications that the economic operator has entered into agreements with other economic operators aiming at distorting competition in the tender process or related to the tender process:

- **The tenders or the letters of participation submitted by two or more economic operators participating to the tender process are significantly similar in respect of the content of the documents;**
- **In the management, administrative or supervisory body of two or more economic operators participating to the tender process are the same persons or persons which are**

spouses, relatives or in-laws up to second degree or persons having related interests of personal, financial, economic or any other nature;

- **A tenderer/candidate has submitted two or more tenders/letters of participation, both individually and together with other economic operators or only together with other economic operators;**
- **A tenderer/candidate has submitted an individual offer/letter of participation or together with other economic operators and is nominated as a subcontractor in another tender/letter of participation.**

d)

Does the economic operator confirm that the following situation does not apply to it: "Where the economic operator is in a situation of conflict of interests in the tender process or related to the tender process and this situation cannot be effectively remedied by other less severe measures"?

YES ☐ NO ☐

If **NO**, please provide full details:

_____

_____

e)

Does the economic operator confirm that the following situation does not apply to it: "Where the economic operator is guilty of false declarations in supplying the information requested by the Commission for the verification of the absence of the exclusion grounds or for the fulfilment of the qualification criteria, has withheld such information or is not able to submit the supporting documents requested"?

YES ☐ NO ☐

If **NO**, please provide full details:

_____

_____

f)

Does the economic operator confirm that the following situation does not apply to it: "Where the economic operator has undertaken to unduly influence the decision – making process of the Commission, to obtain confidential information that may confer upon it undue advantages in the tender process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or awarding to the respective economic operator"?

YES ☐ NO ☐

If **NO**, please provide full details:

---

g)

Does the economic operator confirm that the following situation does not apply to it: "Where the economic operator has breached repeatedly and gravely its main obligations undertaken according to a prior concluded agreement, having as object services similar to the services mentioned by the current tender process and these breaches caused a termination of the agreement before the contractual term, payment of damages or similar sanctions, irrespective of the state where the agreement was concluded and/or executed"?

YES ☐ NO ☐

If **NO**, please provide full details:

Additional declarations applicable within Section E

Does the economic operator confirm the following statement: "Qualification criteria mentioned under item E1 from above will be applied by the Commission also for the situation when the person subject of a conviction by final judgement issued by a judicial court is a member of an administrative, management or supervisory body of an economic operator or has representation, decision or control power within the said economic operator"?

YES ☐ NO ☐

If **NO**, please identify the relevant person(s) and provide full details:

Does the economic operator confirm the following statement: "Qualification criteria mentioned under items E1, E2 from above will be applied by the Commission also in respect of possible proposed subcontractors"?

YES ☐ NO ☐

If **NO**, or if any proposed subcontractor does not fulfil the relevant qualification criteria, please identify the proposed subcontractor and provide details:

Does the economic operator confirm that it is not in the situation described in the following statement: "The Commission will exclude from the tender process any economic operator incorporated as a stock company, having its registered capital represented by bearer shares that does not provide a proof of the identity of the holders of the bearer shares or of the ultimate beneficiary owners of the bearer shares"?

YES ☐ NO ☐

If **NO**, please provide full details:

V. Final Declaration

The undersigned declare that the present Declaration is submitted for the purpose of participating in the above-mentioned **tender process**.

The undersigned further acknowledge the following statement: **"The Commission will consider the above-mentioned criteria and will apply them for the entire duration of the tender process."**

YES ☐ NO ☐

If **NO**, please provide details:

Mandatory acknowledgement

The economic operator shall mandatorily tick the box below. Failure to tick this box shall mean that the present Declaration has not been duly completed.

☐ **The undersigned expressly acknowledge and accept that any false statement made in this Declaration shall result in the disqualification of the tender from the tender process. The undersigned further acknowledge and accept that, if the economic operator is declared successful in the tender process and it is subsequently established that a false declaration was made, such circumstance shall constitute a serious breach of the tender process rules and of the contract awarded and shall result in the termination of the contract awarded and the payment of penalties by the economic operator concerned.**

VI. Signature

Name of the legal representative: _____

Position: _____

Signature: _____

Date: _____

Place: _____

APPENDIX B - To be used by the candidates

LETTER OF PARTICIPATION

[On the economic operator's letterhead]

To:
The Commission

Subject: Letter of Participation in the Selection Process for the Service for the measurement, monitoring and reporting of data relating to audiovisual media services accessible in Romania for the period 1 January 2029 – 31 December 2032

Date: _____

Dear Members of the Commission,

We, **[full legal name of the economic operator]**, a company duly organised and existing under the laws of **[jurisdiction]**, with registered office at **[full address]**, registered under no. **[registration / incorporation number]**, tax / VAT identification no. **[number]**, hereby express our intention to participate in the tender process concerning the Service comprising the following modules:

- Establishment Survey;
- The measurement of the audiovisual media services which are accessible on the territory of Romania, and which are eligible to be a subject-matter of such measurements;
- Monitoring of programmes, audiovisual commercial communications and announcements made by broadcasters or by media services providers in connection with its own programmes and ancillary products directly derived from those programmes;
- Software application for analysing and reporting the data obtained through the Service.

For the purposes of this selection process, we hereby state that we intend to submit a tender for the following module(s):
[insert selected module(s)].

We further declare that, on the date of this Letter of Participation, we fulfil the qualification criteria applicable to the module(s) for which we intend to submit a tender. In this respect, enclosed to this Letter of Participation we submit the **Declaration on the Fulfilment of Qualification Criteria**.

Subcontracting of the establishment survey (if applicable)

Please select the applicable option:

Option 1 – No subcontracting of the establishment survey
We hereby state that we do not subcontract the establishment survey

Option 2 – Subcontracting of the establishment survey
We hereby state that we subcontract the establishment survey. In accordance with the applicable requirements, the name of the subcontractor is:
[full legal name of subcontractor].

If Option 2 applies:
The above-mentioned subcontractor has issued a declaration that it fulfils the qualification criteria mentioned under items A2, A4, A5, A7, B6, E1 and E2. The proposed subcontractor must independently meet the qualification criterion set out in B6. For this purpose, only the relevant annual turnover generated by the proposed subcontractor from the provision of market research services involving the collection, processing and analysis of data shall be taken into account.

Sole contact person

For all communications related to this selection process, we designate the following sole contact person:
Name: [full name]
Position: [position]
Phone number: [phone number]
Email address: [email address].

We understand and accept that the above coordinates will be used for granting access to the documents of the selection process through electronic means.

This Letter of Participation is submitted within **15 (fifteen) days from the publication of the notice on the selection process**.

Yours faithfully,

[Name of legal representative]

[Position]

[Signature]

[Place and date]

APPENDIX C - To be signed by the economic operators

UNILATERAL CONFIDENTIALITY AGREEMENT

For Access Through Docsend to the Documents of the Tender Procedure (the "Procedure") organised according to art. 45 from Law no. 504/2002 on audiovisual

IMPORTANT NOTICE BEFORE ACCESS

Access to any documents, data room materials, files, communications or other content relating to the tender procedure is strictly conditioned upon:

- reading this Agreement in full;
- accepting all of its terms and conditions without reservation; and
- electronically signing this Agreement through the DocSend platform.

By electronically signing this Agreement, the signatory confirms, represents and warrants that the signatory has read, understood and unconditionally accepted all obligations set out herein and that the signatory is duly authorized to bind the relevant company or entity on whose behalf the signatory acts.

1. PARTIES, NATURE OF AGREEMENT AND PURPOSE

1.1 Parties

This Unilateral Confidentiality Agreement (the **"Agreement"**) is entered into between:

The Commission mentioned by art. 45 from Law no. 504/2002 on audiovisual, acting as the disclosing party (the **"Disclosing Party"**),

and

the company identified in the electronic signature section of this Agreement, acting through its duly authorized representative and participating in the relevant tender procedure as candidate and, where admitted, as tenderer (the **"Recipient"**).

ARMADATA SRL, a Romanian company, having its legal address at 3A Promoroacă Street, 3rd floor, District 1, Bucharest, Romania, 014013, Fiscal code RO 15525629, Trade Register J2003008326402 is data controller for the purposes described herein.

1.2 Unilateral Nature

This Agreement is unilateral. Only the Recipient shall be bound by the confidentiality, use, access, security, data protection, artificial intelligence, and related obligations set out herein with respect to the Confidential Information disclosed or made available by the Disclosing Party.

1.3 Purpose

The purpose of this Agreement is to regulate the terms and conditions under which the Recipient, in its capacity as **Candidate** and, if admitted to the procedure, as **Tenderer**, may access, review and use Confidential Information made available in connection with a tender procedure (the **"Procedure"**) solely for the purpose of assessing participation in, preparing for, and participating in the Procedure (the **"Permitted Purpose"**).

1.4 Effective Date

This Agreement shall become effective on the date on which the Recipient electronically signs it through DocSend (the **"Effective Date"**).

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set out below:

2.1 "Candidate"

Candidate means an economic operator that has submitted, within the applicable deadline, the letter of participation and the declaration on the fulfilment of qualification criteria, until the Commission communicates its admission or exclusion decision.

2.2 "Tenderer"

Tenderer means a Candidate admitted by the Commission following verification of the qualification criteria and entitled to submit a Tender in the procedure.

2.3 "Confidential Information"

"Confidential Information" means any and all information, documents, materials, communications, data, analyses or content, whether in written, oral, visual, electronic, digital or any other form, disclosed, made available, accessed or otherwise obtained directly or indirectly in connection with the Procedure, including, without limitation:

- the Service specifications / tender specifications;
- technical documentation;
- procedural documentation;
- clarifications, questions and answers, communications and discussions;
- evaluation-related content;
- information relating to the subject-matter, structure, requirements, criteria, timetable, participants, assessments, assumptions or internal considerations relating to the Procedure;

- any notes, summaries, extracts, compilations, copies, reproductions, reports, memoranda, working papers, models, analyses or other materials derived from, containing, reflecting or based upon any of the foregoing.

Confidential Information shall include whether or not it is marked or identified as “confidential”.

2.4 “Platform”

“Platform” means DocSend, or any functionally equivalent secure platform or controlled-access environment designated by the Disclosing Party for the controlled sharing of documents, logging of access and monitoring of activity.

2.5 “Access Data”

“Access Data” means all metadata and technical or operational information generated or recorded in relation to access to the Platform or the Confidential Information, including, without limitation:

- IP address;
- device information;
- browser or system information;
- timestamps;
- access logs;
- viewing activity;
- user behavior and interaction data;
- download records;
- signature logs and related audit trail information.

2.6 “Download”

“Download” means any local storage, saving, export, synchronization, transfer, caching or retention of documents or content outside the Platform, whether temporary or permanent, intentional or automatic, and whether on a local device, external storage media, shared drive, network location, private repository or otherwise.

2.7 “AI Tool”

“AI Tool” means any software, model, system, platform, feature or functionality using artificial intelligence, machine learning, large language models, automated analysis, generative systems, retrieval systems, or any algorithmic or statistical processing to process, analyze, summarize, transform, classify, extract from, infer from, or generate output based on information.

2.8 “Permitted AI Tool”

“Permitted AI Tool” means exclusively:

- a fully local, offline system operating in a closed environment under the Recipient’s full technical control, **or**

- an enterprise-grade system which contractually and technically guarantees all of the following:
    - no training on input data;
    - no reuse of input data;
    - no disclosure or availability of input data to third parties;
    - no public exposure of input data or outputs derived therefrom;
    - appropriate access controls, confidentiality safeguards and security measures.

2.9 “Representatives”

“Representatives” means the Recipient’s directors, officers, employees, legal advisers, consultants, subcontractors and other persons who may require access to Confidential Information strictly for the Permitted Purpose and who are bound by confidentiality obligations no less protective than those contained herein.

3. SCOPE OF CONFIDENTIALITY

This Agreement shall apply to:

- the entire duration of the Procedure;
- the Candidate phase and, where applicable, the Tenderer phase;
- all documents, data, communications, exchanges, discussions and materials relating to the Procedure;
- all forms of access, whether by viewing, receiving, downloading, discussing, processing or otherwise;
- all access made through the Platform;
- all Confidential Information disclosed before, on or after the Effective Date in connection with the Procedure.

4. GENERAL CONFIDENTIALITY OBLIGATIONS

The Recipient hereby irrevocably undertakes and agrees:

4.1 Limited Use

to use the Confidential Information strictly and exclusively for the Permitted Purpose and for no other purpose whatsoever.

4.2 Non-Disclosure

not to disclose, distribute, communicate, publish, transmit, release or otherwise make available any Confidential Information, in whole or in part, to any third party, except as expressly permitted under this Agreement.

4.3 No Improper Use

not to use the Confidential Information for any competitive, commercial, strategic, operational, procurement, benchmarking, development, litigation, regulatory, media, public, personal or other external purpose.

4.4 Need-to-Know Access

to restrict internal access strictly on a need-to-know basis and only to those Representatives whose access is strictly necessary for the Permitted Purpose.

4.5 Responsibility for Representatives

to remain fully and directly liable for any act or omission of its Representatives as if such act or omission were the act or omission of the Recipient itself.

4.6 Protection Standard

to protect the Confidential Information using at least the same degree of care it uses to protect its own highly sensitive confidential information, and in any event no less than a high standard of professional, organizational and technical care.

4.7 No Circumvention

not to circumvent, attempt to circumvent, or assist any person in circumventing any access control, security feature, watermarking, traceability mechanism, viewing restriction, download restriction or monitoring function applied by the Disclosing Party or the Platform.

5. DOCSEND ACCESS RULES

The Recipient acknowledges and agrees that:

- access to the Platform is personal, restricted, traceable and controlled;
- links, credentials, access paths or access invitations shall not be shared, reassigned, forwarded or otherwise made available to any unauthorized person;
- all activity on the Platform may be logged, tracked, monitored, reviewed and retained;
- any attempt to bypass, evade, manipulate or neutralize any technical or procedural restriction is strictly prohibited;
- the Disclosing Party may suspend, restrict, revoke or terminate access at any time, with or without prior notice, if it considers this necessary for security, compliance or procedural reasons.

6. DOWNLOAD RESTRICTIONS

To the extent that downloading is technically permitted by the Disclosing Party, the Recipient shall:

- use only secure, access-controlled and professionally managed devices and environments;

- not store documents in personal cloud services, personal email accounts, non-approved collaboration tools or unsecured locations;
- not distribute, forward, duplicate, upload or retransmit downloaded documents;
- implement adequate protection against unauthorized access, alteration, copying, leakage or loss;
- keep downloaded content only for as long as strictly necessary for the Permitted Purpose;
- permanently and securely delete or destroy downloaded documents and any copies, extracts or derivatives promptly upon request by the Disclosing Party, upon completion of the Permitted Purpose, upon exclusion from the Procedure, or upon termination of access, whichever occurs first.

The Recipient expressly assumes full responsibility and risk for any breach, leakage, unauthorized use or security incident occurring after or in connection with any Download.

7. USE OF ARTIFICIAL INTELLIGENCE

7.1 General Rule

The use of artificial intelligence in relation to the Confidential Information is strictly limited and shall be interpreted restrictively.

7.2 Permitted Use

The Recipient may use Confidential Information in connection with an AI Tool only where such AI Tool qualifies as a Permitted AI Tool.

7.3 Strict Prohibitions

The Recipient shall not, and shall ensure that its Representatives do not:

- input, paste, upload, submit or otherwise transfer any Confidential Information into public AI systems;
- upload documents or excerpts into unsecured, consumer-grade or non-enterprise AI tools;
- use any AI system that does not provide demonstrable enterprise-level guarantees regarding confidentiality, non-training, non-reuse and non-disclosure;
- use AI-generated outputs in a manner that reproduces, exposes or facilitates the disclosure of Confidential Information outside the Permitted Purpose;
- rely on any AI workflow that results in the storage, indexing, retention, external processing or third-party accessibility of Confidential Information beyond the Recipient's secure control.

7.4 Full Responsibility

The Recipient shall bear full and exclusive responsibility for any disclosure, leakage, processing event, security failure, reproduction or misuse of Confidential Information arising out of or connected with the use of any AI Tool.

8. ADDITIONAL RESTRICTIONS

Without prejudice to any stricter obligation under this Agreement, the following are expressly prohibited:

- screenshots, screen recordings, photographs or other visual captures of any Confidential Information;
- manual reproduction, transcription, paraphrasing or transfer of content into other systems, repositories or tools except where strictly necessary for the Permitted Purpose and subject to this Agreement;
- discussion of Confidential Information outside official, controlled and appropriate channels;
- use of Confidential Information in other business contexts, projects, procedures, transactions or strategic assessments;
- reverse engineering, deconstruction, inference, data extraction or pattern analysis for purposes unrelated to the Permitted Purpose;
- contact with third parties on the basis of or by reference to Confidential Information, unless expressly authorized in writing by the Disclosing Party.

9. MONITORING AND AUDIT

The Recipient acknowledges and agrees that:

- all access events and Platform activity may be logged and retained;
- the Disclosing Party may perform or require compliance checks, traceability reviews or audits relating to access and use;
- the Recipient shall reasonably cooperate with any such verification process;
- logs, audit trails, access records, signature records and related metadata may be used as evidence in legal or administrative proceedings, to the fullest extent permitted by law.

10. DATA PROTECTION

10.1 Controller

For the purposes of the processing activities described in this Agreement and in connection with the electronic administration of the Procedure, ARMADATA SRL, a Romanian company having its registered office at 3A Promoroacă Street, 3rd floor, District 1, Bucharest, Romania, 014013, Fiscal Code RO 15525629, registered with the Trade Register under no. J2003008326402, shall have the capacity of controller, within the meaning of Article 4(7) of Regulation (EU) 2016/679. ARMADATA SRL shall act as controller in relation to the processing of personal data carried out for the purposes of organising and electronically administering the Procedure, including the management of access to the Platform, the security of document circulation, the traceability of access and relevant activities, and the verification of compliance with procedural deadlines.

10.2 Categories of Data Collected

The Recipient acknowledges that the following categories of personal data may be collected and processed, as applicable, in connection with access to and use of the Platform and the electronic administration of the Procedure:

- first name and last name;
- email address;
- organisation of origin or organisational affiliation, where applicable;
- title, role or capacity, where provided;
- authentication and access data;
- IP address;
- approximate location data;
- browser and device-related information;
- date and time of access;
- Platform access history and usage activity, including relevant interactions with documents;
- electronic signature-related data and electronic audit trail information, where applicable; and
- to the extent that documents transmitted, uploaded, accessed or made available through the Platform contain data relating to identified or identifiable natural persons, such personal data as well.

10.3 Purposes of Processing

Such personal data may be processed for the following purposes:

- registering and handling requests for the communication of upload links;
- administering access to the Platform and to the electronic component of the Procedure;
- receiving, transmitting and managing Procedure documents;
- ensuring the security and confidentiality of document circulation;
- access control, identity verification and traceability of access and relevant Platform activity;
- audit and maintenance of a reliable and verifiable record of relevant access and operations;
- verification of compliance with procedural deadlines and applicable procedural rules;
- supporting the study, analysis and evaluation of offers within the Procedure;
- handling security incidents, non-compliance events and, where applicable, the establishment and preservation of evidence and the enforcement of rights in connection with the Procedure and/or this Agreement.

10.4 Legal Basis

The legal basis for the processing of personal data under this Section may include, as applicable:

- Article 6(1)(f) of Regulation (EU) 2016/679, namely the legitimate interests pursued by ARMADATA SRL in ensuring secure, controlled and verifiable access, protecting confidential information, ensuring the traceability and integrity of document circulation, maintaining evidentiary records and enforcing legal rights in connection with the Procedure and/or this Agreement; and/or
- Article 6(1)(c) of Regulation (EU) 2016/679, to the extent that the processing is necessary for compliance with applicable legal obligations.

10.5 Retention

Relevant personal data shall be retained for the period necessary to achieve the purposes set out in this Section and, thereafter, for the period required by applicable legal obligations, archiving requirements, regulatory obligations, evidentiary needs, the protection of ARMADATA SRL's rights or the handling of disputes. Without prejudice to any longer retention period required by applicable law, relevant data may be retained for a minimum period of five (5) years or for any longer period required or justified under applicable law, regulatory requirements, evidentiary preservation needs or legitimate interests related to the Procedure or this Agreement.

10.6 Data Subject Rights

Data subjects may exercise, under the conditions laid down by Regulation (EU) 2016/679 and applicable law, the following rights, where applicable:

- the right of access;
- the right to rectification;
- the right to erasure;
- the right to restriction of processing;
- the right to object, to the extent that processing is based on Article 6(1)(f) of Regulation (EU) 2016/679 and there are no overriding legitimate grounds prevailing over the interests, rights and freedoms of the data subject;
- the right to data portability, where applicable; and
- the right to lodge a complaint with the competent supervisory authority, including the National Supervisory Authority for Personal Data Processing (ANSPDCP), where relevant.

10.7 Personal Data Protection

1. The Parties acknowledge that ARMADATA SRL has the capacity of controller, within the meaning of Article 4(7) of Regulation (EU) 2016/679, in relation to the processing of personal data carried out for the purpose of organising and electronically administering the Procedure, including the management of Platform access, the security of document circulation, the traceability of access and relevant activities, and the verification of compliance with procedural deadlines.
2. To the extent that DocSend services are used for administering the electronic component of the Procedure and the DocSend Data Processing Addendum applies to the contractual relationship between DocSend and ARMADATA SRL, DocSend shall have the capacity of processor, within the meaning of Article 4(8) and Article 28 of Regulation (EU) 2016/679, in respect of the "Customer Personal Data" processed through the service.
3. Members of the Commission shall access the documents and information made available through the Platform solely in view of the procedural duties established by law and by the Procedure documents and shall comply with confidentiality, access-control rules and the limitation of data use to the purposes of the Procedure.
4. ARMADATA SRL shall provide data subjects with the information required under Article 13 and, where applicable, Article 14 of Regulation (EU) 2016/679 and shall facilitate the exercise of data subject rights in relation to such processing.

11. ELECTRONIC SIGNATURE THROUGH DOCSEND

The Recipient acknowledges and agrees that:

- this Agreement may be executed by electronic signature through DocSend or through any integrated or equivalent electronic signature functionality designated by the Disclosing Party;
- the execution of this Agreement by electronic means shall constitute the Recipient's full, valid and binding acceptance of this Agreement, subject to applicable law and the evidentiary record associated with the signature method used;
- system logs, timestamps, IP-related information, identity-related data, access records and related audit trail information may be recorded and retained in connection with the signature process;
- the Recipient shall not contest the admissibility of such records solely on the ground that they are in electronic form.

12. SECURITY INCIDENTS AND MANDATORY NOTIFICATION

The Recipient shall notify the Disclosing Party **immediately and without undue delay**, and in any event as soon as it becomes aware of the same, of:

- any unauthorized access or suspected unauthorized access;
- any accidental, improper or unlawful disclosure;
- any misuse or prohibited use of any AI Tool;
- any loss, theft, corruption, compromise or unavailability of data or devices containing Confidential Information;
- any breach of this Agreement, whether actual, suspected or threatened.

The Recipient shall promptly take all necessary steps to contain, mitigate, remedy and document the incident and shall fully cooperate with the Disclosing Party in relation thereto.

13. OWNERSHIP, RESERVATION OF RIGHTS AND NO LICENCE

13.1 Ownership

All Confidential Information shall remain the exclusive property of the Disclosing Party and/or its licensors or relevant rights holders.

13.2 No Transfer of Rights

Nothing in this Agreement shall transfer, assign, license or grant to the Recipient any ownership right, intellectual property right, usage right or other proprietary interest in or to the Confidential Information, except for the limited, revocable right to access and use such Confidential Information strictly for the Permitted Purpose in accordance with this Agreement.

13.3 No Licence by Implication

No licence, approval, consent, waiver or other right shall be implied by disclosure of Confidential Information.

14. RETURN, DELETION AND DESTRUCTION

Upon the earliest of:

- request by the Disclosing Party;
- completion of the Permitted Purpose;
- exclusion or withdrawal from the Procedure;
- termination or revocation of access; or
- termination of this Agreement,

the Recipient shall promptly cease all use of the Confidential Information and, at the Disclosing Party's election, return, permanently delete or destroy all Confidential Information and all copies, notes, extracts, summaries and derived materials in its possession or control, save to the extent retention is required by mandatory law or automatic backup systems not reasonably accessible in the ordinary course, provided that any retained material shall remain subject to this Agreement for so long as retained.

Upon request, the Recipient shall confirm such return, deletion or destruction in writing.

15. NO REPRESENTATION, NO OBLIGATION TO PROCEED

15.1 No Representation or Warranty

All Confidential Information is made available on an "as is" basis. The Disclosing Party makes no representation, warranty or undertaking, express or implied, as to the accuracy, completeness, reliability or fitness for any purpose of the Confidential Information, except to the extent expressly required by mandatory law.

15.2 No Obligation to Continue

Nothing in this Agreement shall oblige the Disclosing Party to continue the Procedure, disclose any further information, admit any Candidate, request or accept any offer, or enter into any contract or relationship with the Recipient.

15.3 Discretion

The Disclosing Party reserves the right to modify, suspend, limit or discontinue access or any aspect of the Procedure, subject to applicable law.

16. LIABILITY AND REMEDIES

16.1 Liability

Any breach of this Agreement by the Recipient or any of its Representatives may result in, without limitation:

- exclusion from the Procedure;
- suspension or revocation of access;
- legal action;
- claims for damages, compensation, indemnification and recovery of losses, costs and expenses;
- injunctive relief, interim measures or other equitable remedies;
- any other rights or remedies available under law or equity.

16.2 Irreparable Harm

The Recipient acknowledges that any unauthorized use or disclosure of Confidential Information may cause serious and irreparable harm to the Disclosing Party, for which monetary damages alone may be insufficient, and that the Disclosing Party shall therefore be entitled to seek injunctive or other urgent relief, in addition to any other remedy available to it.

16.3 Cumulative Remedies

The rights and remedies of the Disclosing Party under this Agreement are cumulative and do not exclude any rights or remedies available under applicable law.

17. TERM AND SURVIVAL

This Agreement shall remain in force:

- throughout the entire duration of the Procedure; and
- for a minimum period of **five (5) years** following the end, closure, termination, withdrawal from or exclusion from the Procedure,

provided that any obligation relating to personal data, evidence preservation, ownership, permitted use limitations, return/deletion, liability, or any Confidential Information qualifying as a trade secret or otherwise remaining protectable under applicable law shall survive for as long as permitted or required by law and for so long as the relevant conditions for protection subsist.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Romania.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall fall within the exclusive jurisdiction of the competent courts of **Bucharest, Romania**.

19. MISCELLANEOUS

19.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior confidentiality understanding relating specifically to access under the Procedure, to the extent not expressly preserved.

19.2 Amendments

No amendment, supplement or waiver of this Agreement shall be effective unless made in writing by the Disclosing Party or otherwise evidenced in a manner acceptable under applicable law and the relevant electronic execution method.

19.3 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be construed, to the maximum extent possible, so as to reflect the original protective intent of the parties.

19.4 Assignment

The Recipient may not assign, transfer, novate or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

19.5 Waiver

No failure or delay by the Disclosing Party in exercising any right or remedy shall operate as a waiver thereof.

19.6 Interpretation

Headings are for convenience only and shall not affect interpretation. References to the singular include the plural and vice versa, as the context requires.

20. ACCEPTANCE AND ELECTRONIC SIGNATURE

By electronically signing this Agreement through DocSend, the Recipient confirms and irrevocably acknowledges that:

- the Recipient has read and understood this Agreement in full;
- the Recipient accepts all obligations set out herein without reservation;
- the Recipient assumes full responsibility for compliance with this Agreement by itself and its Representatives;
- the person signing is duly authorized to bind the Recipient.

Electronic Signature Block

APPENDIX D - PRIVACY NOTICE REGARDING THE PROCESSING OF PERSONAL DATA

addressed to **candidates and tenderers** in the context of tender procedure **organised according to art. 45 of Law no. 504/2002 on audiovisual**

Controller: ARMADATA SRL, with registered office at 3A Promoroaca Street, 3rd floor, District 1, Bucharest, Romania, 014013, registered with Trade Register under no. J2003008326402, fiscal registration code RO15525629, email: contact@arma.org.ro, telephone: +40212320797.

1. Who this notice is for

This notice applies to natural persons acting for or on behalf of an economic operator, a **candidate** or **tenderer**, including persons requesting, on behalf of an economic operator, the communication of the link for uploading the participation documents, legal representatives, contact persons, designated upload users, persons accessing the DocSend platform and any other natural persons whose data are provided or generated in connection with the electronic administration of the procedure.

2. What personal data we process

We may process, as applicable:

- first name and last name;
- email address;
- role / function;
- data included in documents submitted through the platform;
- IP address;
- approximate location data;
- browser;
- device used;
- date and time of access;
- data relating to viewing / downloading / uploading / opening documents;
- other data relating to relevant platform activity.

3. Purposes of processing

We process your personal data for the following purposes:

- registering and handling requests for the communication of upload links;
- administering access to the electronic component of the procedure;
- receiving, transmitting and managing the procedure documents;

- ensuring secure circulation of documents and secure access thereto;
- ensuring traceability of access and relevant platform activity;
- verifying compliance with procedural deadlines;
- protecting the confidentiality of the procedure documents;
- supporting the analysis and evaluation process within the procedure;
- handling security incidents, non-compliance events and disputes relating to the use of the platform.

4. Legal basis

The legal basis for processing is, as applicable:

- Article 6(1)(f) GDPR – the legitimate interests pursued by the controller, namely the secure, controlled and verifiable administration of the procedure, the protection of the confidentiality of the procedure documents, and the traceability and security of the document flow; and/or
- Article 6(1)(c) GDPR – to the extent that certain processing activities are necessary for compliance with legal obligations applicable to the controller in connection with the procedure and the resulting contractual relationship.

5. Recipients or categories of recipients

Your personal data may be disclosed, as applicable, to:

- members of the Commission, strictly within the limits of their procedural duties of study, analysis and evaluation;
- authorised personnel of the controller;
- relevant technical service providers, including **DocSend**, as applicable and subject to relevant contractual arrangements;
- advisors, auditors or other service providers assisting the controller, where necessary;
- competent authorities and institutions, where such disclosure is required or justified by law.

6. International transfers

To the extent that the use of DocSend involves a transfer of personal data to a third country or international organisation, such transfer shall take place only subject to the conditions and safeguards provided for in Chapter V GDPR.

7. Retention period

We will retain your personal data for the period necessary to achieve the purposes set out above and, thereafter, for the period required by applicable legal obligations, archiving requirements, the protection of the controller's rights or the handling of disputes.

Indicatively:

- access data and platform logs will be retained for **5 years**;
- procedure documents and any personal data contained therein will be retained for **5 years** or in accordance with applicable legal retention periods.

8. Are you required to provide the personal data?

The provision of certain personal data is necessary in order to allow access to the electronic component of the procedure and the controlled use of the platform, as well as the submission and administration of the procedure documents. If such data are not provided, platform access, document transmission or effective participation in the electronic component of the procedure may not be possible in a compliant and secure manner.

9. Your rights

Subject to the conditions laid down by Regulation (EU) 2016/679, you have the right of access, rectification, erasure, restriction of processing, objection and, where applicable, data portability. You also have the right to lodge a complaint with the competent supervisory authority.

10. Contact

For all data protection-related requests, please contact:

ARMADATA SRL
Address: 3A Promoroacă Street, 3rd floor, District 1, Bucharest, Romania, 014013
Email: contact@arma.org.ro
Telephone: +40212320797

Last updated: 29.10.2026