



**DIRECTORATE GENERAL FOR PUBLIC PROCUREMENT**

**Approved,  
Minister**

**Elena Gabriela UDREA**

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**Alina DINCA - General Director, Directorate-General for Economic and Administrative Affairs**

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**Bogdan RAILEANU - Director General, Directorate-General for Public Procurement**

**TENDER SPECIFICATIONS**

*for the procurement of creative and production services to conduct advertising campaigns for promoting and increasing awareness of the national tourism brand*

**I. NAME, ADDRESS AND CONTACT(S)**

Official name: **Ministry of Regional Development and Tourism**

Address: 17 Apolodor Street, North Wing, sector 5, Bucharest, postcode 050741, Romania.

Web address(es) (if applicable): [www.mdr.ro](http://www.mdr.ro)

Contact(s): 17 Apolodor Street, North Wing, sector 5

Attn: Bogdan RĂILEANU, General Director, Directorate - General for Public Procurement

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**Deadline for receiving requests for clarifications:**

Date: 6 days before the bid submission deadline, specified in the invitation to tender.

Address: Ministry of Regional Development and Tourism

**Deadline for submitting answers to clarifications:** 2 days before the bid submission deadline specified in the invitation to tender. If the economic operator does not send the request for clarification in due time, preventing MRDT to meet the deadline provided under paragraph (1), the directorate responsible for public procurement will still answer the request for clarifications provided that the period necessary for drafting and sending the answers allow the economic operators to receive them before the bid submission deadline.

Answers will be posted on [www.mdrtr.ro](http://www.mdrtr.ro) website, attached to the invitation to tender.

**II. FINANCING SOURCE**

The budget of the Ministry of Regional Development and Tourism for 2012, Programmes included in the “European Regional Development Fund”.

**III. OBJECT OF THE CONTRACT**

Creative and production services to conduct advertising campaigns for promoting and increasing awareness on the national tourism brand.

CPV Code: 92111210-7 “advertising film production”

Cod CPV: 92100000-2 film services and video services

Cod CPV: 79961100-9 advertising photography services

Cod CPV: 79341000-6 publicity services

**IV. ESTIMATED CONTRACT AMOUNT**

Estimated amount: EUR 2 000 000 exclusive of VAT, the equivalent of RON 8 600 000 exclusive of VAT (amount calculated at the exchange rate of EUR 1 = RON 4.3)

**V. CONTRACT DURATION:** the public procurement contract shall last between the contract signature date and the end of 2012

**VI. SELECTED PROCEDURE - “three-stage public tender”**, established by Order of the Minister of Regional Development and Tourism no. 2979/30 November 2011, regarding the internal procedural rules to award service contracts covering the procurement of advertising creative and production services, governed by article 16 of Government Emergency Ordinance no. 34/2006 on the award of public procurement contracts, public work concession contracts and service concession contracts, as subsequently amended and supplemented.

**VII. THREE-STAGE PUBLIC TENDER**

The *three-stage public tender* shall consist of the following phases:

1. **pre-selection of tenderers**, by checking the eligibility documents;
2. **selection of tenderers**, by applying the qualification/selection criteria;
3. **evaluation of the bids** submitted by the selected tenderers, by applying the award criteria

## **I. STAGE OF PRE-SELECTION OF TENDERERS, by checking the eligibility documents:**

### **a) Personal status of the candidate/tenderer:**

- Declaration of eligibility, as provided by article 180 of Government Emergency Ordinance no. 34/2006, as subsequently amended and supplemented – Form 1;
- Declaration of not belonging to any of the situations provided under Article 181 of Government Emergency Ordinance no. 34/2006, as subsequently amended and supplemented – Form 1A;
- Certificate stating participation in tender with an independent bid – Form 1B;
- Declaration of not belonging to any of the situations provided under Article 69<sup>1</sup> of Government Emergency Ordinance no. 34/2006, as subsequently amended and supplemented – Form 1C;
- Other certificates to be submitted in accordance with Article 182 of Government Emergency Ordinance 34/2006:
  - The certificate regarding the local taxes and charges, issued by the Local Taxes and Charges Directorate, showing the status of the payment obligations due during the month previous to bids' submission;
  - Fiscal attestation certificate for the payment obligations to the State budget, issued by the Public Finance Administration and showing the status of the obligations due during the month previous to the bids' submission.

The certificates shall be submitted in **original or in a true copy of the original**.

**Foreign legal entities** shall submit relevant documents to prove their eligibility as required by the contracting authority. Non-resident tenderers shall fall under the provisions of Article 182 of Government Emergency Ordinance no. 34/2006, approved as subsequently amended and supplemented. The documents shall be submitted in original or in a true copy of the original, accompanied by a certificated translation into Romanian.

- Declaration regarding the tenderer's capacity of participant in the procedure – Form 2.

### **b) Ability to perform the professional activity**

**Status certificate issued by the Trade Registry Office** no later than 30 days before the bid submission date, showing that the tenderer's field of activity corresponds to the object of the procedure.

The certificate shall be submitted in **original or in a true copy of the original**.

The certificate must attest to the fact that no changes have been registered in connection with the application of law no. 85/2006 regarding the insolvency procedure or with the company's payment default.

If the economic operator ranking first further to the evaluation submitted the status certificate in a true copy of the original, the contracting authority is entitled to request to such economic operator to submit the document in original or in a legalized copy before concluding the public procurement contract.

### **For foreign natural persons/legal entities:**

They must submit documents attesting registration as natural persons or legal entities according to the legal procedures in the country where the tenderer is a resident, in original or in a true copy of the original, accompanied by the certified translation into Romanian.

The documents must be valid as of the bid submission date and must attest to the fact that the tenderer belongs to the professional category required to perform the contract / the tenderer's fields of activity include the activities necessary to perform the contract.

*(In the case of a partnership, each partner has the obligation to submit such documents)*

**c) Information regarding the economic and financial status**

- Tenderers must submit a balance sheet/balance sheet excerpt/audit report/auditors' report etc. as on 31 December 2008, 31 December 2009, 31 December 2010;
- Note:, in case the tender registered the balance sheet/balance sheet excerpt/ audit report/ auditor's report for 2011 year, the tender can prove it meets the requested financial level with the last 3 financial years (2011, 2010 and 2009) reports, as on 31 December 2009, 31 December 2010, 31 December 2011

• A statement showing that the average turnover for the past 3 years is equal to or higher than EUR 4 000 000 – Form 3;

**Note:** If the tenderer was established or began his business activities less than 3 years ago, the average turnover shall be calculated according to the actual period of activity.

For Romanian and foreign tenderers, the amounts shall be converted into RON and EUR at the average rate of exchange established by the National Bank of Romania for the respective year, as follows:

Year 2008: 1 EUR = RON 3.687;

Year 2009: 1 EUR = RON 4.092;

Year 2010: 1 EUR = RON 4.2099.

Year 2011: 1 EUR = RON 4,2379.

If the contract was concluded and paid in a currency other than EUR, the equivalent amount in EUR shall be determined by using the average rate of exchange between EUR and the payment currency established by the central bank of the state in whose currency the payment was made in the year when the contract was completed. In this case, the tenderer shall also mention the respective rate of exchange.

- At least 3 contracts for \_similar\_ projects concluded over the past 5 years, out of which, one with a budget equal to or higher than EUR 2 million, must be submitted. It is also required to specify the beneficiary with which such contracts were concluded.

For the second stage, all the tenderers that fulfilled the requirements specified under stage I, shall be selected.

**II. STAGE OF SELECTION OF TENDERERS, by applying the qualification/selection criteria:**

During this stage of the tender, the factors used to decide between the economic operators participating in the tender shall consist in:

**a) General evaluation of the - tenderer:**

➤ **\_Tenderer *experience***

- no. of regional execution projects carried out in at least 5 countries/project (minimum 3 projects)
- no. of tourism or country brand projects carried out over the past 5 years, including at least 5 countries (minimum 1 project)

➤ **Reputation**

no. of category A international awards: Grand Prix/Grand Effie received over the past 5 years (at least 3 category A awards )

– no. of category B international awards: Gold Lion/Gold Effie, Silver Lion/Silver Effie and Bronze Lion/Bronze Effie received over the past 5 years (minimum 3 category B awards)

**b) Evaluation of the team dedicated to the project** (deliver the CVs of all the team members and the information structured as indicated below; the team shall have at least 6 members: Project Director, Senior Strategic Planner, Creation Director, Senior Art Director, Senior Copywriter, Production Director.

➤ ***Project Director***

– Seniority of the Project Director (Remark: minimum 10 years experience in advertising)  
– No. of international advertising projects (Remark: at least 1 project, minimum 5 countries/project)

➤ ***Senior Strategic Planner***

– Seniority of the Project Strategic Planner (Remark: minimum 10 years experience in advertising)  
– No. of international advertising projects (Remark: at least 1 project, minimum 5 countries/project)

➤ ***Creative team dedicated to the project***

– Average seniority of the Creative team in International Advertising Projects – number of years (Remark: minimum 10 years experience in advertising)  
– Average number of international projects carried out by the creative team (Remark: minimum 3 projects, minimum 1 project developed in at least 5 countries)  
– Number of category A international awards: Grand Prix/Grand Effie, over the past 5 years (Remark: Minimum 1 award for the Creative Director)  
– Number of category B international awards: Gold Lion/Gold Effie, Silver Lion/Silver Effie and Bronze Lion/Bronze Effie, over the past 5 years (Remark: Minimum 1 Category B Award for the Creative Director)

➤ ***Dedicated Production Director***

– Seniority of the Production Director (Remark: minimum 10 years experience in advertising)  
– No. of international advertising projects (Remark: minimum 1 project with at least 5 countries/project)

➤ ***Totally dedicated team***

– Number of people 100% dedicated to the project (Remark: minimum 6 persons: Project Director, Senior Strategic Planner, Creation Director, Senior Art Director, Senior Copywriter, Production Director)

**c) Capabilities of the creative agency, based on the campaigns conducted over the past 5 years:**

➤ ***Relevant successful campaign***

Presentation of an integrated successful campaign which the agency considers as relevant for the object of the tender, provided that the respective campaign had the same type of objectives as the project forming the object of the tender specifications.

The description shall include: economic context, campaign objectives, target group, consumption barriers, creative strategy, creative executions, allocated budget – drill down by costs (creative concept, creative executions, production, copyrights), plus campaign conduct/ development, campaign effects in measurable terms, degree of achievement of the campaign objectives and how the campaign results influenced the client’s economic outcomes, according to the indications included in the tender specifications of the project related to the award procedure.

The campaign shall be accompanied by the presentation of final executions – translated in English (TV spot, press layout, outdoor layout, etc.), and relevant evidence certifying the outcomes stated by the agency, based on surveys made by important/official market research companies (pre-testing before production, after the campaign was launched), as well as the official certification of the impact and the outcomes of such relevant campaign, issued by the client for which the campaign was organized.

➤ ***Minimum 3 referrals from clients***

Referrals shall cover the brands created, launched or developed by the agency in the past. Referrals shall contain elements attesting to the agency’s professionalism, as well as elements describing the content and impact of the campaign conducted by the agency for the client.

The minimum number of tenderers to be selected at this stage in order to submit bids during the third stage must be appropriate to ensure real competition. For this purpose, the number of selected tenderers may not be smaller than 3 or greater than 7.

The first ranking agencies (no less than 3 – no more than 7) will be nominated and invited to submit their creative proposals for the 3<sup>rd</sup> stage to the MRDT commission.

The score shall be calculated by applying the algorithm specified in the table included in **Evaluation Annex 1**.

### **III. EVALUATION STAGE FOR THE BIDS submitted by the tenderers selected further to the application of the award criteria**

The testing context shall be **Context 2 (testing by a partial concrete situation)**, according to the **published Creative and Production Rules (according to the rules, in the partial concrete situation)**, the situation described in the Creative Job Specifications must be directly connected to the object of the procedure and shall be presented in the job specifications in a limited manner, together with the related research data – limited to the degree in which the presentation of the concrete situation has been limited, due to the complexity of the campaign. Such creative proposal shall be written only after all the tenderers have signed a confidentiality agreement undertaking not to disclose, under any form and in any context), any data provided in addition to the public data – if applicable.

The agencies qualified in the third stage shall submit:

- **a proposal including strategic creative concepts and executions per each concept, as follows:**
  - Development of (minimum) 2 strategic creative concepts
  - Development of (minimum) 2 executions (storyboards) per concept
  - One layout proposal for city lights
  - One advertorial proposal
- **The financial proposal (total cost, and budget split)**

The budget allocation shall specify the total budget and the budget split, meaning cost/deliverable.

- **What methodology will be used for copy testing (animatics/photomatics/storyboard, quantitative/qualitative?)**

Execution development schedule (the time required to develop the concepts and creative executions and their planned succession, the pre-testing and production schedule thereof).

The tenderers selected in the 3<sup>rd</sup> stage shall send their bids in envelopes, according to the MRDT methodology, and then shall present their creative proposals to the MRDT commission as well, based on the notice they will receive, and according to the scheduled time to be notified to tenderers.

**Evaluation criteria for the third stage:**

The main evaluation areas are: creative – price - capabilities, their weight in the final evaluation being: 25% - 50% - 25%.

The following items shall be evaluated:

- creative strategy and alignment to the brief
- attractiveness to the target group
- innovation of the creative strategy/creative concept
- novelty of the creative idea/concept
- clarity of the creative idea/concept
- whether the creative idea/concept is concise
- persuasiveness of the creative idea/concept
- how intelligible and comprehensive is the creative concept/idea presented
- how many creative executions can the creative strategic concept generate
- the financial offer

The calculation algorithm and the specified criteria are included in **Evaluation Annex 2**.

To evaluate the creative proposals and with a view to supporting the evaluation activities, MRDT is entitled to have certain external specialists appointed to assist the evaluation committee – they shall be referred to as *co-opted experts*. Co-opted experts may be designated as of the second stage of the evaluation process or during this process, depending on the issues that might require their expertise, further to the recommendations made by the representative associations of the advertising industry within and outside Romania. They may be specialists in the field or advertising agencies that do not participate in the award procedure and whose role is to evaluate the bids submitted by candidates. The evaluation committee and the co-opted members have the obligation to comply with the provisions of Article 58 confirming they are not in any situation involving a conflict of interests.

The best scored executions from each tenderer shall be taken into consideration. The successful tenderer shall be the agency which obtains the maximum score and provides the most economically and technically advantageous bid.

**VIII. THE AWARD CRITERIA** selected for stage III shall be *“the most technically and economically advantageous bid”*, after the eligibility criteria and qualification/selection criteria were taken into consideration in the first and the second stages.

#### **TENDER SUBMISSION**

**IX.a) LANGUAGE:** The tenderer’s documents and any other relevant correspondence between the tenderer and the ministry shall be in Romanian or in English, accompanied by authorized translation into Romanian.

**IX.b) THE VALIDITY PERIOD** of the bid shall be 90 days after the bids’ submission date for the 3<sup>rd</sup> stage of the procedure.

**IX.c) THE FOLLOWING DOCUMENTS ARE REQUIRED FOR REGISTRATION** in the procedure:

- **Application for participation in the procedure** (standard application – Form 4 in Section “Forms”), in original
- Written power of attorney entitling the economic operator's representative to bind the tenderer to the public procurement contract award procedure (Form 5 in Section “Forms”) – in original.

The power of attorney shall be accompanied by a **copy of the empowered person's ID**

- **Registration certificate** – in copy.

**IX.d) A TENDER GUARANTEE IS REQUIRED. It shall be established by all the economic operators qualified for the 3<sup>rd</sup> stage of the procedure.**

The tender guarantee shall be established in accordance with Government Decision no. 925/2006, article 86:

*“(1) The tender guarantee shall be established by bank transfer or by a security instrument issued according to law by a bank company or an insurance company, and shall be submitted in original, in the amount and for the period provided in the award documentation.*

*(2) The guarantee must be irrevocable.*

*(3) The guarantee instrument shall set forth whether the guarantee shall be paid:*

*a) conditionally, i.e. after the guilt of the secured persons has been established, according to the contract guaranteed; or*

*b) non-conditionally, i.e. upon the beneficiary’s first request, based on its statement regarding the secured person’s guilt.*

*The tender guarantee may also be established by submitting a payment order or a cheque, provided that they are confirmed by the bank before the bids’ opening date.”*

If the tender guarantee is established by a security instrument issued according to law by an insurance company, which has to be submitted in original, in the amount and for the period provided in the Procurement Data Sheet, such instrument shall also contain the provisions of article 87 of Government Decision 925/2006, *i.e.* :

(1) The contracting authority is entitled to retain the tender guarantee, causing the tenderer to lose the amount provided if any of the following situations occurs:

- the tenderer withdraws his bid during its validity period;
- his bid is successful and he does not provide a performance guarantee during the period established in the tender documentation;

- his bid is successful and he refuses to sign the public procurement contract/the framework agreement during the bid validity period;

**If a challenge is filed and NCSC declines the submitted challenge, the contracting authority shall retain an amount from the tender guarantee in accordance with article 278<sup>1</sup> of Government Emergency Ordinance no. 34/2006, as subsequently amended and supplemented.**

If the Council declines the challenge, the contracting authority shall retain, from the claimant's tender guarantee, depending on the estimated contract value, the following amount:

- **RON 8 420**, according to article 278<sup>1\*)</sup> paragraph (1), letter c) of Government Emergency Ordinance 34/2006, as amended and supplemented.

(2) If the relevant court accepts the complaint filed against the Council's decision of declining the challenge, the contracting authority shall return to the claimant the amounts provided under paragraph (1), within 5 business days since the date when the court issues its decision

**Data for the establishment of the tender guarantee:**

**Bucharest Treasury RO03TREZ7005005XXX004475, Sole Registration Code 26369185.**

**In any case, the proof of establishment of the tender guarantee may be submitted no later than on the date and time scheduled for opening the bids.**

- The tender guarantee shall be valid for 90 calendar days after the date of the bids' submission for the third stage of the procedure.

**The amount of the tender guarantee shall be RON 172 000.**

If the tender guarantee is established by bank letter, **form 6** shall be filled in.

The tender guarantee shall be returned in accordance with Government Decision 925/2006, article 88.

#### **IX.e) PERFORMANCE GUARANTEE**

The amount of the performance guarantee denominated as a percentage shall be **5% of the contract amount, exclusive of VAT**, according to **form 7**.

**The contractor shall open, with the State Treasury unit within the relevant fiscal body, under its administration, a distinct cash account to which the contracting authority shall have access.**

The initial amount deposited by the contractor into the cash account opened in this manner shall not be lower than 0.5% of the contract price. During the contract fulfilment, the contracting authority will feed such cash account by successive withdrawals from the amounts owed and due to the contractor, up to the limit of the amount established as a performance guarantee in the award documentation. The contracting authority shall notify the contractor about the payment made and its destination. Payments from the cash account opened with the State Treasury on the contractor's name may be ordered both by the contractor, subject to the written approval of the contracting authority which shall come to the State Treasury unit, and by the State Treasury unit, upon the written request of the contracting authority in whose favour the performance guarantee is established.

The performance guarantee shall be returned in accordance with Government Decision no. 925/2006, as subsequently amended and supplemented.

#### **IX.f) PRESENTATION OF THE TECHNICAL PROPOSAL:**

In the technical proposal submitted, the tenderer has the obligation to present a proposal of strategic creative concepts and the related executions per concept, as follows:

- Development of (minimum) 2 strategic creative concepts
- Development of (minimum) 2 executions (storyboards) / per concept
- A layout proposal for city lights
- An advertorial proposal

#### **IX.g) PRESENTATION OF THE FINANCIAL PROPOSAL:**

The tenderer shall submit a bid form according to Form 8 in Section “Forms”. The bid shall be in both RON and EUR. The RON/EUR conversion rate shall be the exchange rate of the National Bank of Romania for the day before the bid submission deadline.

The tenderer shall submit:

- **The financial proposal (total cost, and budget split)**

The budget allocation shall specify the total budget and the budget split, meaning cost/deliverable.

- **What methodology will be used for copy testing (animatics/photomatics/storyboard, quantitative/qualitative?)**

Execution development schedule (the time required to develop the concepts and creative executions and their planned succession, the pre-testing and production schedule thereof).

#### **IX.h) PRESENTATION OF THE BID**

The bid and the documents accompanying the bid shall be submitted at the headquarters of the Ministry of Regional Development and Tourism, at 17 Apolodor Street, North Wing, sector 5, Bucharest – REGISTRY OFFICE.

***For the first stage*** of the procedure, only the eligibility documents required in the tender specifications shall be submitted. Such documents shall also include the documents necessary to register as a participant in the procedure, in original.

The inner envelopes shall be marked as follows:

The qualification documents, in original and copy, shall be placed in closed and sealed envelopes marked with the tenderer's name and address, as well as with the mention: ELIGIBILITY DOCUMENTS IN ORIGINAL and, respectively, IN COPY.

Applications shall be submitted in a big envelope on which the economic operator's name, the sender's address, the recipient's name and address, and the procedure for which applications are submitted shall be written.

***For the second stage***, only the economic operators declared as eligible in the first selection stage shall be taken into consideration. The documents regarding the technical and/or professional capacity provided in the tender specifications shall be submitted at this stage.

***For the third stage***, only the economic operators qualified in the 2<sup>nd</sup> stage shall be taken into consideration and shall submit the technical and financial bid, accompanied by the tender security established as required under item IX.d)

#### **Presentation, sealing and marking of the bids and accompanying documents**

The qualification documents, the technical bid and the financial bid shall be submitted in original and in copy. If there are any discrepancies between the original and the copies, the original shall prevail.

The original and the copy must be printed or written in indelible ink and each page shall be signed by the duly authorised representative(s) entitled to bind the tenderer to the contract.

In the case of documents issued by official institutions/bodies authorized to act for this purpose, the respective documents shall be signed and stamped according to legal provisions. The bid shall mandatorily include a SCHEDULE of the documents submitted.

Any deletion, addition, writing between the lines or on top of the previous text shall be valid only if endorsed by the person(s) authorised to sign the bid.

The tenderer shall seal the original and the copy in separate envelopes, marking the envelopes as “ORIGINAL” and “COPY”, as applicable. The envelopes shall be introduced into a duly closed, non-transparent outer envelope.

The inner envelopes shall be marked as follows:

The eligibility/qualification documents, in original and copy, shall be placed in closed and sealed envelopes marked with the tenderer's name and address, as well as the mention: QUALIFICATION/ELIGIBILITY DOCUMENTS IN ORIGINAL, and, respectively IN COPY.

The technical and the financial proposal shall be submitted at the same time in two sealed envelopes, each clearly marked with the tenderer's name. The texts “Technical Proposal” and “Financial Proposal” shall be written on the envelopes.

The outer envelope shall be marked with the address of the contracting authority and with the words “DO NOT OPEN BEFORE .....,”, as well as with the tenderer's name and address so that they might be returned unopened if submitted to a different address or after the deadline and time limit for submitting the bids.

Separately from the envelope containing the bid, tenderers shall also submit the original documents required for registration in the procedure, in an unsealed envelope.

Alternative bids shall not be accepted.

All the collected data and their analysis shall be the property of the Ministry and shall be handed over to the Ministry at the end of the survey, in written and electronic form. If the data originate from research, the source shall be clearly indicated and the consultant shall procure an evaluation of the credibility of the data used.

## **X. OPENING OF THE BIDS**

**The date and time of bids' submission and opening shall be specified in the invitation to tender,** at the headquarters of the Ministry of Regional Development and Tourism, 17 Apolodor Street, North Wing, sector 5, Bucharest.

### **Requirements for the participants in the opening session**

Each tenderer may be officially represented before the evaluation committee by one representative who may be accompanied by only one person.

The chairman of the committee is entitled to have any participants or companions evicted from the room if their behaviour should impede the proper application of the procedure.

## **XI. INFORMATION ON RECOURSE PROCEDURES**

The institution responsible to settle challenges is the National Council for Solving Complaints and may be notified according to Article 256<sup>2</sup> of Government Emergency Ordinance 34/2006, as subsequently amended and supplemented.

Address: 6 Stavropoleos Street, sector 3, Bucharest, Romania.

E-mail: [office@cncs.ro](mailto:office@cncs.ro);

Web address: [www.cncs.ro](http://www.cncs.ro);

Postcode: 030084

Telephone/fax: 021.3104641/021.3104642

The Administrative and Fiscal Litigation Department within the Court of Appeal may be notified within 10 days after communication of the decision to NCSC, as provided by Article 83 of Government Emergency Ordinance no. 34/2006.

SECTION  
= TECHNICAL SHEET =

## **PROJECT DESCRIPTION**

Promoting Romania as an international touristic destination is a strategic priority within the development of the Romanian tourism and of the country's image. One of the important communication pillars consists in the development of international advertising campaigns addressed to the end consumers (tourists) in 7 target markets: 6 foreign markets – Germany, United Kingdom, France, Austria, Italy, US, and the local market – Romania.

MRDT is launching, by this project, the selection of the most competitive creative company which, by its strong global network, its professional experience developed in the field of creative communication at international level and in the field of tourism, as well as by the professional level of the dedicated team, will qualify as a partner capable to manage the whole action, both at global level and at local level, in each country, taking into consideration all the specific aspects. Creativity, strategic thinking and the capacity to develop highly efficient executions are the main dimensions which this project is intended to achieve.

### **ABOUT ROMANIA:**

With a population of more than 19 millions of inhabitants, a good geostrategic position and a developing market economy, supported by its accession to the EU, Romania has a robust potential of becoming a strong regional destination in the medium term and a truly international destination in the long term.

### **CURRENT SITUATION:**

#### ***Main challenge of Romanian tourism***

The main challenge of Romanian tourism is to become an internationally acknowledged tourist destination capable to offer tourist products which are reliable and competitive worldwide.

Tourism is not a national strategic sector of Romanian economy at present. Its weight in the GDP is 3 – 3.5%, which means that tourism has no significant impact on the economic, social and environmental well-being of the country. Over the past 20 years, the Government of Romania has hardly paid any attention to adjusting the existing tourist products and/or to developing new and competitive products at international level, which is reflected in the relatively low number of international arrivals for recreational purposes, estimated between 300 000 and 400 000.

After having been present for years on the international tourist markets, where it offered mainly uncompetitive products, Romania has made the strategic decision to approach the tourism brand creation field in order to develop more competitive, sustainable and accountable tourist products, by better meeting the needs and desires of future clients and of society. Thus, Romania's intention is first of all to establish, and then to deliver new experiences and products for the global tourist markets and to better use its diversity of well-differentiated tourist assets in order to attract future clients.

### ***Perception of Romania's tourism brand***

A thorough market survey shows that Romania's tourism brand is not very potent at present: Romania as a tourist destination is actually unknown to international travellers or is perceived as a rather unattractive or unsafe destination (the main obstacles to visiting Romania). The visitors' satisfaction rate also leaves room for improvement.

### ***Potential of Romania's tourism brand***

The same market survey also shows that Romania is perceived as a rather unaltered and authentic destination, and that the tourists' inclination to visit Romania is significant: Romania can set the objective of accessing a potential market evaluated at 35 million tourists within the 7 markets surveyed, *i.e.* Germany, United Kingdom, France, Austria, Italy, US and Romania, respectively. This means a 23% average share of travellers who are potentially interested in Romania (the so-called basic potential group), whereas half of the number of potential travellers would not exclude Romania as a possible future holiday destination (the broader potential group).

### ***The most attractive tourist sectors***

The market survey has also revealed that, according to the analysis made, six tourist sectors are most promising for the short-term development of Romania as a tourist destination.

These sectors have a high potential of generating reputation and attractiveness for the tourists in the 7 countries, based on the combination of the unique elements that Romania has throughout its territory: authenticity, culture, impressive and unexplored nature.

In addition, the six sectors can support the trends of the international tourism industry, by offering new recreational travel experiences.

<b>Tourist sector</b>	<b>Indicative description</b>
<b>Touring holidays</b>	These mainly consist in exploring on your own, by choosing theme routes and delightful landscapes, visiting historical places, representative cities and villages and getting into contact with the population's authentic lifestyle (e.g.: tour of Transylvania, tour of Bucovina and Maramures, tour of Dobrogea and the Danube Delta, etc.)
<b>Wildlife and nature parks</b>	Living fascinating experiences in the middle of a rich fauna and flora, in wild, delightful and "healthy" landscapes
<b>Countryside and Rural</b>	Relaxing and enjoying the silence of the simple life that is disappearing, with natural food, time spent together with your family and many social contacts with people you meet during the interesting trips and activities

<b>Active &amp; Adventure</b>	Connecting to nature and reconnecting to one's own body and senses, thanks to several experiences ranging from easy sport activities in the open air to extreme physical challenges and other travel adventures
<b>Wellness and health</b>	These mainly consist in: spa therapies, relaxation, body and face care by using local and international methods and resources
<b>City break</b>	Getting to know the representative cities on your own, by a mix of visits of tourist sites and connection to the local day and night life in parks, bars/restaurants and a variety of local stores (e.g.: Bucharest, Sibiu)

## TARGET MARKET

The group to whom the creative campaign is addressed consists in end consumers (tourists), and the main target group of this category is the “discerned travellers”.

The market survey revealed that Romania has a potential market of 35 million tourists on the 7 surveyed markets.

The group of tourists representing the main potential for Romania is willing to make extra efforts to reach virgin places: impressive nature and authentic culture and life. These people also know how to find such places and detach themselves from the mass tourists. They are discerned travellers. The discerned travellers are opinion leaders and trendsetters. Attracting them might generate a stream of interest among the other categories of tourists.

For the “discerned travellers” (a well-defined concept at global level among tourism specialists) in search of unique or new destinations with virgin nature and authentic culture, Romania offers exploration itineraries and destinations appropriate for extraordinary travelling experiences due to its real authenticity, its unaltered natural environment and wonderful landscapes, such as the Carpathian Mountains or the Danube Delta, and its unique cultural heritage such as the painted monasteries in Bucovina – all these being firmly supported by the worldwide uniqueness of the cultural heritage that is both Latin and Byzantine, by the array of protected natural areas and the well-preserved traditions of one of the most rural societies in the European Union. According to the above description, discerned travellers are a special type of tourists who make use of media resources in their own way and also have certain expectations from their destination.

Here are some of the basic characteristics defining such tourists from a demographic and psychographic standpoint, and also in terms of their travel behaviour.

**Profile:**

Ages: 25-34 and 50-64 (families whose children no longer live with them)  
 University studies  
 Average to high income  
 Potential to make high expenses  
 Frequent travellers  
 Living in large/medium cities

**They mainly travel:**

to satisfy a certain special interest  
 to learn  
 to get involved and interact  
 in environments which are pleasant and very safe  
 in small groups or in couples

**What they appreciate and how they live:**

1. they have a healthy and active life
2. they are open-minded and tolerant
3. they are searching for risks and challenges
4. they choose destinations with values which they understand and share
5. they respect the natural, social and cultural environment
6. they appreciate being acknowledged by the people they know
7. they are experienced users of various technologies
8. they read a lot, both at home and during their travels
9. they are looking for detailed information about their destination, on the Internet, in travel guides etc.

***What is the key challenge of discerned travellers?***

One key idea is shared by all the discerned travellers: the search for unique experiences, for places which are less explored or less accessible to the masses. The challenge we are facing now is to convince such tourists to take into consideration Romania as a destination generating real travel experiences.

Romania is capable to offer diverse and special experiences, in an unaltered and safe environment, to the tourists' deep satisfaction, which brings them recognition from the people they know. Romania (as a country and a tourist destination) preserves certain values, ranging from spiritual values to the appreciation of the advantages offered by a simple and healthy lifestyle, sustained by an unaltered nature.

## CAMPAIGN OBJECTIVES

### *Quantitative objectives*

Concretely, the campaign effects will consist in including Romania on the international tourism map, as a tourist destination of competitive quality at global level, in a number of travel products and experiences. The objective for 2015 is to reach a twofold increase in the number of tourists versus 2009.

### **Quantitative objectives/country**

No.	Market	Arrivals		Arrivals 2015		Share	
		2009	2015	Recreation	Business	2009	2015
1	Germany	181 084	270 000	150 000	120 000	19%	11%
2	Italy	141 568	220 000	90 000	130 000	11%	9%
3	France	100 330	220 000	120 000	100 000	8%	9%
4	United Kingdom	71 357	200 000	80 000	90 000	6%	8%
5	Austria	58 401	190 000	100 000	40 000	5%	8%
6	USA	75 971	180 000	100 000	100 000	6%	7%
	Other countries	549 900	905 000	447 500	457 500	43%	37%
	<b>Total</b>	<b>1 275 517</b>	<b>2 475 000</b>	<b>1 237 500</b>	<b>1 217 500</b>	<b>100%</b>	<b>100%</b>

### *Communication objectives*

The communication campaign has two primary objectives:

- **Increasing awareness**, by informing the target public about Romania as a tourist destination and by **enhancing** Romania's **attractiveness** as a tourist destination for the target public;
- **Communicating the elements that differentiate Romania** as a tourist destination (unspoiled nature, true authenticity and uniqueness of its cultural heritage).

In the long term (until 2015), Romania's strengths as a tourist destination should be known by 75% of the target group, whereas negative perceptions should be reduced down to 12-15% of the target population (from the current 25%).

The benefits for the tourists who come to Romania are basically emotional and are resumed in the brand promise, as follows: satisfaction and mutual acknowledgement, enriching their experience and getting to know an intact natural environment and a rural cultural authenticity in the middle of Europe.

The following major key values should be underlined: exploration, spirituality, culture, nature.

***Key element that should be retained by the target group, following the campaign:***

Tourist Romania is becoming a unique and attractive destination worldwide: a real Carpathian garden, combining the following three key elements of differentiation, which should be highlighted:

- Unspoiled and almost unvisited nature (well protected nature & national parks, beautiful isolated landscapes, areas with rare flora and/or fauna);
- authentic rural life (old traditions, practised in an authentic way, simple and good rural life, local organic food, typical local architecture);
- a cultural background that is unique in the world (sites acknowledged by UNESCO, a cultural heritage that is as much Latin as it is Byzantine, castles, monasteries and churches, cultural heritage sites of Germanic origin).

The object of this tender is to procure high quality Creative and Production services. In this respect, the evaluated proposals must show the capacity to supply such services, this being one of the key criteria in the tenderers' evaluation stage. The agency that MRDT wishes to employ must be an acknowledged company, which has proven its capacity to achieve outstanding results and is experienced in campaigns for different countries and in the tourism sector.

#### **ACTIONS COMPLEMENTARY TO THE ADVERTISING CAMPAIGN**

The international advertising campaign addressed to the tourists in the 7 countries is part of a broad integrated communication to be launched by MRDT. Thus, several other tactics shall be used in parallel, as follows:

- **Public Relations Campaign**, having the following **target groups**: tour operators, groups of travel agencies, providers of special tourist packages, prescribers: associations, clubs etc., end consumers (tourists), which shall employ a mix of specific actions, adjusted to each country separately;
- **Internet Portal** intended to be not only rich in information and stimulating, but also highly interactive, giving consumers the possibility to come into contact with Romania;
- Other methods of **on-line advertising** and interaction with the consumer.

#### **DELIVERABLES:**

The agency selected further to the tender process shall deliver by the end of 2012, aligned strategy, creative and production services, according to the brand manual, with global applicability and local adaptability.

The necessary data about the brand strategy (positioning, differentiating elements, arguments, brand attributes and personality, etc.) are included in the attached brand manual. (attached pdf document).

All the creative executions shall be aligned to support the tourism brand, according to the brand manual:

**E.g.: Brand communication platform (according to the brand manual):**

**PICTURES/ IMAGES**

Online/ TV

**SOUND**

Music, spots, presentation films

**TEXT**

Prints, Script,  
Speeches and presentations

**Pictures / Images:**

- Our recommendation is to give up passive, generic, obvious, postcard-like photographs and to replace them with images centred upon people, images that are characteristic to the concept of dynamic and active photography. For example, a good photograph is one that uses active camera angles and pictures attractive, suggestive landscapes.
- Artificial, digital colouring should be abandoned and replaced by the natural, authentic colours which can be found in Romania.
- As regards the images with visitors, images of model-like people or people who are unrealistic from other standpoints should be replaced by images of “real people“, with whom visitors can identify. They should also illustrate the “discerned traveller” who discovers hidden aspects of Romania and who lives unique travel experiences.
- Last but not least, pictures should outline both the distinct sides of tourist Romania (nature, culture, authenticity) and the 6 tourist products selected.

**Recommended music, according to the brand manual:**

- The music used should be consistent with the main characteristics and differentiating elements of the brand (true authenticity, unspoiled nature, unique culture): please avoid the main European trend in music.
- Music should be adapted so as to be used rather as an independent song that conveys various elements.
- This recommendation is in line with the above mentioned elements: the song should have a Romanian sound (without ignoring that the target public should be attracted by it), which can be probably achieved by using local and/or traditional musical instruments, in an arrangement specific to the 21<sup>st</sup> century.
- Nature sounds may also be incorporated. The type of music should be adapted to the product/video/image presented. For example, the musical background of “Action and Adventure” may be somehow “wilder” than that of “Wildlife and Natural Parks”, where more quiet music should be used.
- Our recommendation is to hire local composers to create specific themes for important spots, by using typical instruments without limiting themselves to traditions.

**Text (according to the brand manual):**

The verbal content shall be defined by short expressions, placed above (or close to) the longer descriptive text that will appear in the campaign.

The main products will be sent by using these short messages and the most relevant attributes, benefits and differentiating elements having the highest intensity: authenticity, nature, culture.

4 different wording methods to be used in the campaign

1. Emphasize the attributes

- Green, to the highest possible extent
- At the crossroads between the Latin and the Byzantine heritage

2. Emphasize the benefits:

- Psst...let me tell you a secret
- Connect to nature – reconnect to yourself

3. Identify the target groups:

- Do you consider yourself an explorer without having been to Romania?
- Tourists go to the Mediterranean, travellers go to Romania

4. Challenge

- Global...what? Living Romanian authenticity
- And you thought you knew Europe...

Words that we like:

Experience, sharing, recollection, stories, honesty, connection, responsible, imagination, kindness, sustainable, safe, healthy, natural, authentic, original, pure, spiritual, time, breath, heart, explore, tradition, values, profound, Europe, simple, pleasure, green, sky, fresh.

### **Description of creative executions - Deliverables**

**a) TV spots**

- **TV spot – 30 sec (general) Cut of 10/15/20/ seconds**
- **TV spot – 30 sec (culture) Cut of 10/15/20/ seconds**
- **TV spot – 30 sec (nature) Cut of 10/15/20/ seconds**

**The technical production conditions are included in Annex 3 – Production Conditions for TV Spots**

**b) Collection of photographs**

**40 photographs of category A - with concept images / of an exceptional quality**, taken by using the whole set of preparations, setting, casting and director preparation, if necessary, both in connection with the integrated national tourism brand advertising campaign (type of support: TV, print, outdoor, PR, on-line, branding events - e.g. roll-up, spider, mesh, etc) and with underlining the three distinct aspects of Romania's tourism brand: nature, culture, authenticity, and also aiming to support the six main tourist products: Touring holidays, Wildlife and nature parks, Countryside and Rural, Wellness and Health, City breaks, Active & Adventure,

These will be the key visuals necessary for the Advertising Campaign itself, i.e. necessary to support the three distinct aspects of the tourism brand and the six main tourist products. They must become symbols of tourist Romania and be at the level of concept photographs, such as the photographs submitted for international photo contests.

- **100 photographs of category B – dedicated / tailor-made, high quality images for advertising use**, dedicated to the integrated advertising campaign (type of support: TV, print, outdoor, PR, on-line, branding events – e.g. roll-up, spider, mesh, etc), and also

used to emphasize the 3 distinct aspects of Romania’s tourism brand: nature, culture and authenticity, and the 6 main tourist products. They shall complement the key visuals category mentioned above, in certain special projects where a high amount of photographs are necessary (over 80). Such photographs should be taken so as to become easily recognizable as being from Romania; they should be original and capture elements specific to Romania / they should not have the general look of the photographs included in a photo base.

- **200 photographs of category C – very good quality images for advertising use**, used both in the integrated promotion campaign (on the following types of support: TV, print, outdoor, PR, on-line, branding events – e.g. roll-up, spider, mesh, etc) and to emphasize the 3 distinct aspects of Romania’s tourism brand : nature, culture and authenticity, as well as the 6 main tourist products. They shall complement the photographs of categories A and B, but it will not involve the same preparations and costs as the photographs in category A (e.g. casting, setting, etc), or the dedicated / tailor-made photographs in category B. However, they should capture the original aspects of Romania and should not have the general look of the photographs included in a photo base, or generic postcards.

The list of locations for photo sessions shall be specified by MRDT.

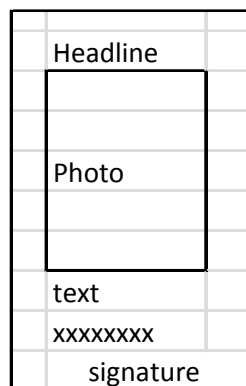
**All the photographs shall comply with the instructions included in the brand manual, be centred upon the main target group: the discerned traveller, and shall be delivered at a high resolution, in order to be used on any support necessary for communication.**

**The technical execution conditions are included in Annex 3 – Production Conditions for Photographs**

**c) Layouts for print, online and OOH media, related to Romania and to the 6 tourist products:**

- **For \_ Romania – 4 themes: general Romania / Romania’s unaltered nature / Romania’s authentic rural life / Romania’s unique culture**

- 3 types of layout each (40% of the layout being allocated to the photograph, the remaining part consisting of of Headline, body text and brand signature):
  - for the print media (landscape format and portrait format):

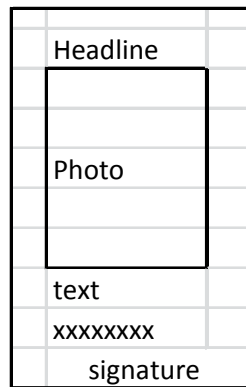


- online
- OOH (billboards of 3x4m, city lights/ light boxes of 1.1x1.3 m)

➤ **For the 6 tourist products:** Touring holidays, Wildlife and nature parks, Countryside and Rural, Wellness and Health, City breaks, Active & Adventure

○ 3 types of layout each:

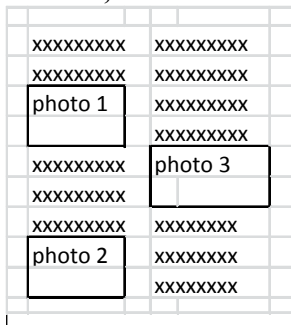
- for the print media (landscape format and portrait format)



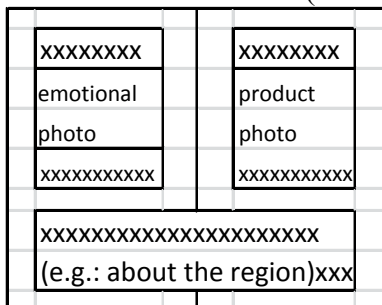
- online
- OOH (panels of 3x4m, light boxes of 1.1x1.3 m)

#### d) Advertorials

➤ **6 explanatory advertorials for the 6 specified products - 1-2 pages/ advertorial, text of 1,000 words with 1-2 -3 photographs**



(example of a 1 page advertorial with 3 photographs)



(example of a 2 page advertorial)

- e) **Presentation films for screening at fairs, exhibitions, presentations, events, waiting rooms (e.g. welcome area in airports, etc. ), with lengths of 90, 60, 30 and 10 seconds**
- **For Romania (including the 3 distinct elements: nature, culture, authenticity)**
  - **For the 6 tourist products**

The technical production conditions are included in Annex 3 – Production Conditions for Short Presentation Films

f) **Online ads/ ex. Banners :**

- **For Romania (including the 3 distinct elements: nature, culture, authenticity)**
- **The 6 tourist products**

g) **Layout for the general brochure about Romania and for other collateral materials used in promotion activities (e.g. posters, flyers, branding events/ mesh, roll-up, spider – landscape and portrait).**

The layout should be in line with the published brand manual; its content must be emotional, supporting the objective of increasing the tourism brand fame level.

The content structure shall include 4 parts:

- Introductory part – about Romania, emphasizing the 3 distinctive aspects: nature, culture, authenticity
- Description of the tourist products
- Regions of Romania
- Practical logistics elements – how the discerned traveller should actually organize himself in order to be excited to travel to Romania as soon as possible

The photographs included in the layout shall belong to category A.

Posters and flyers: portrait formats

**The technical production conditions are included in Annex 3 – Production conditions for presentation brochures, posters, flyers**

## **INTELLECTUAL PROPERTY RIGHTS**

The successful tenderer shall totally assign to MRDT, for an unlimited period, the property rights over the advertising work, especially the rights of use or exploitation, by any means or methods in place on the date of the contract entry into force, or invented or made public at a later time, as such rights are provided by the law on copyrights and related rights. The assignment of copyrights from the successful tenderer to MRDT shall be exclusive.

If the publicity work and the advertising material in which such work is incorporated can be registered as a trademark or drawing or industrial design, and if MRDT shows its willingness in this respect, the successful tenderer shall give its consent for their registration with the appropriate Registers administered by the State Office for Inventions and Trademarks.

## CONTRACTUAL RELATIONS WITH THE SUCCESSFUL AGENCY

After the contract conclusion, the contractual relationships with the successful tenderer shall take place according to the stages below, but shall not be limited to them, given the context of “partially presented concrete situation” which formed the basis of the creative proposals, as follows:

- 1) **Agency briefing;**
- 2) **Agency debriefing;**
- 3) **Developing the creative execution proposal for all the selected media channels;**
- 4) **Pretesting the creative executions;**
- 5) **Analysing the results of the pretesting procedure;**
- 6) **Final creative executions.**

### 1) Agency briefing:

MRDT, together with the designated team of consultants, shall analyse whether the creative proposal presented by the successful agency can be extended to the concrete and comprehensive situation of the project covered by the contract or whether the proposal should be essentially/fundamentally modified.

MRDT shall submit its requirements to the creation agency in the form of an **adjusted creative brief**, drafted with the support of the team of consultants, by which he shall request for the proposed adjustments/modifications to be made, presenting all the data related to the performance thereof and indicating the deadline for completion.

### 2) Agency debriefing:

MRDT, with the support of the team of consultants, shall organize a **debriefing** session in order to verify the extent to which the successful agency has assimilated the transmitted data and/or the required modifications.

The **debriefing** process shall be carried out as follows:

MRDT shall make sure that the **adjusted creative brief** submitted to the successful agency was assimilated by the entire team dedicated to the project and that any additional data regarding the campaign elements were sent to the agency.

In this respect, MRDT shall organize a **working session** with the designated team of consultants and with the team dedicated to the project within the successful agency. During such working session, the adjusted creative brief shall be discussed and it will be established whether it is necessary to send any further data to the agency.

The debriefing session shall be closed by a **debriefing report** drafted by the successful agency, showing how the brief was assimilated by the agency, together with a **status report** drafted by the agency, including the conclusions drawn from the organized session and a

presentation of the next stages to be performed in order to develop the campaign. The debriefing report and the status report shall be approved by MRDT.

### **3) Developing the creative execution proposal for all the selected media channels:**

MRDT, together with the designated team of consultants, shall evaluate the final proposal of the successful agency, which is the most suitable for the campaign objectives. The final form of the creative proposal shall include, on a mandatory basis: the selected creative concept, as well as the related creative executions – creative statements of the creative concept chosen for all the selected media channels: TV spot, audio spot, drafts for the print media, outdoor draft, key visual, PR support, internet, etc. For example: In the case of a creative concept statement for TV, MRDT, together with the team of consultants, shall evaluate at least the storyboard proposed by the successful agency for each creative execution.

### **4) Pretesting the creative executions:**

To validate the creative executions of the selected creative concept, the successful agency shall pre-test the proposed communication materials, together with a third party, *i.e.* a market research company conducting surveys on consumers.

The materials drafted by the successful agency that require pretesting may include, but are not limited to: slogan proposed for the communication campaign; key visual proposal for the communication materials; proposal for the TV spot: animatics; proposal for the print layout; proposal for outdoor layouts.

Before implementing the pretesting process, the successful agency shall submit to MRDT the supplier approval, the proposed pretesting methodology and the related stages. MRDT, together with the related team of consultants, shall analyse and approve the supplier, the methodology, the research/pretesting materials and the questionnaires used during each stage, if applicable, according to the creative proposal subject to pretesting.

The cost of pretesting shall be covered by the successful agency from the budget provided in the financial bid.

This stage shall be implemented after the agency has delivered the creative executions requested in the **Adjusted Creative Brief** and the creative executions provided in the tender specifications.

### **5) Analysing the results of the pretesting procedure**

Further to pretesting, the market research company shall submit to MRDT a report regarding the analysis of the pretested execution proposals' impact on consumers. The report shall also include a set of recommendations regarding the best implementation of the creative idea and of the creative execution elements, taking into consideration the target consumers' attitude and understanding of the message, as well as the fact that its execution is meant to achieve the objectives which triggered the campaign.

The report shall be agreed by MRDT together with the designated team of consultants.

MRDT, with the support of the designated team of consultants, shall submit to the successful agency a request for modification based on the *pretesting report* of the market research company. Such request for modification shall contain the adjustments to be made to the creative proposals and shall indicate the deadline for the execution thereof.

**6) Final creative executions.**

The successful agency is required to submit all the creative executions, modified as requested by MRDT in the pretesting report, within 14 days from the receipt of such report.

In the end, the successful agency shall submit the entire set of on-line and off-line creative execution proposals in order to verify how the strategic campaign objectives were met.

This stage shall be implemented after the pretesting report of the market research company has been delivered.

**INTELLECTUAL PROPERTY RIGHTS OVER THE DELIVERABLES THAT THE AGENCY DEVELOPED AS FINAL EXECUTIONS:**

The successful tenderer shall totally assign to MRDT, for an unlimited period, his property rights over the final advertising work, especially the rights of use or exploitation, by any means or methods in place on the date of the contract entry into force, or invented or made public at a later time, as such rights are provided by the law on copyrights and related rights. The assignment of copyrights from the successful tenderer to MRDT shall be exclusive.

### Evaluation Annex no. 1 ( for Stage 2 of the tender process)

Resources		Criteria		Sub-criteria		Consolidated weight (Cw)	Sub-criteria points (Sp)
Who?	Weight	Criteria	Weight	Sub-criteria	Weight		
1. Agency	20%	Experience	50%	Number of regional projects with pan-regional execution – at least 5 countries over the past 5 years (NPRE) (*Remark: at least 3 projects)	60%	4.0%	100*NPRE/NPREmax
				Number of country brand projects or regional tourism projects over the past 5 years, including at least 5 countries/ project (NPBT) (Remark: at least 1 project)	40%	2.0%	100*NPBT/NPBTmax
		Celebrity	40%	Number of category A international awards: Grand Prix/Grand Effie, over the past 5 years (NIA) (Remark: Minimum 3 Category A awards)	60%	4.8%	100*NIA/NIAMax
				Number of category B international awards: Gold Lion/Gold Effie, Silver Lion/Silver Effie and Bronze Lion/Bronze Effie, over the past 5 years (NIB) (Remark: minimum 3 Category B awards)	40%	3.2%	100*NIA/NIAMax
2. Dedicated team	50%	Project Director	30%	Seniority of the Project Director (Remark: at least 10 years)	50%	7.5%	100*SDP/SDPmax
				No. of international advertising projects (Remark: minimum 1 project, at least 5 countries/project)	50%	7.5%	100*NPIDP/NPIDPmax
		Senior Strategic Planner	15%	Seniority of the Project Strategic Planner (Remark: minimum 10 years)	50%	3.8%	100*NPSP/NPSPmax
				No. of international advertising projects (Remark: minimum 1 project, at least 5 countries / project)	50%	3.8%	100*NPISP/NPISPmax
		Dedicated creation team	40%	Average seniority of the Creation team in International Advertising Projects (PLS) – number of years (Remark: minimum 10 years)	20%	4.0%	100*SMEC/SMECmax
				Average number of international projects of the creation team (Remark: minimum 3 projects, at least 5 countries / project)	20%	4.0%	100*NPIEC/NPIECmax
				Number of category A international awards: Grand Prix/Grand Effie received over the past 5 years (NIA) ( Remark: Minimum 1 award for the Creation Director)	35%	7.0%	100*NPIAEC/NPIAECmax
				Number of category B international awards: Gold Lion/Gold Effie, Silver Lion/Silver Effie and Bronze Lion/Bronze Effie, received over the past 5 years (NIA) (Remark: Minimum 1 Category B Award, for the Creation Director)	25%	5.0%	100*NPBEC/NPBECmax
		Dedicated Production Director	10%	Seniority of Production Director (Remark: at least 10 years)	50%	2.5%	100*SDP/SDPmax
				No. of international advertising projects (Remark: minimum 1 project, at least 5 countries / project)	50%	2.5%	100*NPIDP/NPIDPmax
Dedicated team	5%	Number of people 100% dedicated to the project (NPDP), including at least 6 persons: Project Director, Senior Strategic Planner, Creation Director, Senior Art Director, Senior Copywriter, Production Director	100%	2.5%	100*NPIDP/NPIDPmax		
3. Capabilities of the creation agency	30%	Impact of the relevant presented campaign	50%	Level of (percentage) increase in the fame level among the target segment, measured no later than 3 months after the end of the campaign, versus the initial time before the campaign was launched (Remark: level attested by the Client or an international market research company)	50%	7.5%	100*CN/CNmax
				The level of increase in sales, to which the campaign contributed, measured no later than 12 months after the campaign, versus the initial time before the campaign was launched (Remark: The level has to be attested by the Client)	50%	7.5%	100*CC/CVmax
		Referrals from Clients	50%	Number of referrals from Clients (Remark: minimum 3 official referrals from Clients)	100%	15.0%	100*RC/RCmax

max=ranking first  
on one criterion

**FINAL SCORE/ PARTICIPANT: FS=SUMi (Cwi\*Spi)**  
i=1-7 (minimum 3 participants=i min, max 7 participants=i max) FS= final score, maximum FS = 100

## Evaluation Annex no. 2 (for Stage 3 of the tender process)

Stage 3 shall be evaluated according to the algorithm and criteria included in the table below:

Resource		Criteria		Sub-criteria		Consolidated weights (Cw)	Sub-criteria points (Sp)
Evaluation area	Weight	Criterion	Weight	Sub-criterion	Weight		
1. Creation	25%	alignment to the brief	10%	<i>Is it aligned to the brief (ILWB)</i>	100%	5.0%	100*ILWB/ILWBmax
		is it attractive to the target group?	5%	is it attractive to the target group?	100%	2.5%	100*AFTT/AFTTmax
		is the strategy innovating?	20%	<i>is the strategy innovating? (OOB)</i>	100%	10.0%	100*OOB/OOBmax
		is the idea new?	25%	is the idea new?	100%	12.5%	100*FI/Fimax
		is it credible?	5%	<i>is it credible? (CRED)</i>	100%	2.5%	100*CRED/CREDmax
		is it clear?	5%	is it clear?	100%	2.5%	100*CLEAR/CLEARmax
		is it concise	5%	is it concise?	100%	2.5%	100*CONC/CONCmax
		is it convincing	10%	<i>is it convincing? (CONV)</i>	100%	5.0%	100*CONV/CONVmax
		is it easy to understand and comprehensive	10%	<i>is it easy to understand and comprehensive? (COMPR)</i>	100%	5.0%	100*COMPR/COMPRmax
		can it generate many executions?	5%	<i>can it generate many executions? (CGME)</i>	100%	2.5%	100*CGME/CGEmax
2. Price	50%	Price	100%	<i>Price (P)</i>	100%	35.0%	100*Pmax/Pret
3. Capabilities	25%	Advertising idea	50%	<i>Number of proposed creative concepts (NCRS) (minimum 2)</i>	100%	7.5%	100*NCRS/NCRSmax
		Executions	50%	<i>Number of executions per each creative concept (NEPS) (minimum 2)</i>	60%	4.5%	100*NEPS/NEPSmax
				<i>Copy Testing: What procedures are recommended to test and select the most efficient execution of those proposed? (CTP)</i>	40%	3.0%	100*CTP

**FS=  $\sum Cw_i * Sp_i$** , FS= final score (it can be higher than 100)

**Score evaluation details for: SCT, PTSECS, CTP**

- 1**                    *Very good (animatics/photomatics-quantitative)*
- 0.8**                *Good (animatics/photomatics/qualitative)*
- 0.5**                *Average (storyboards/quantitative)*
- 0.3**                *Below average (storyboards/qualitative)*

**ANNEX No. 3 – TECHNICAL PRODUCTION CONDITIONS**  
**MINIMUM PRODUCTION CONDITIONS**

**a) TV spots:**

- The shooting shall be made with high-performance digital cameras, 2K system (20148x1536 pixels), in the RAW UNCOMPRESSED video format, with CINEMA OPTICS lenses
- Aerial shooting shall also be used
- The type of shooting support equipment shall be indicated: at least crane and Dolly system
- The number of shooting days shall be indicated (minimum 10 days)
- Three directors shall be proposed, with a presentation reel (presentation DVD) for each director
- 3 proposals of DOP (Director of Photography) shall be made, with a reel for each DOP
- TV spots shall be produced only based on a storyboard approved by MRDT, the director's interpretation of the storyboard, exemplifications of characters appearing in TV spots (casting), examples of locations, original music
- It is recommended to use original music, according to the brand manual. Three proposals shall be made
- For post-production, professional audio-video software shall be used
- All the raw materials shall be shot in minimum 2K RAW UNCOMPRESSED or in a compressed HD format, on a Hard Disk, Linear Tape Open format
- The final version of the TV spot shall be approved by MRDT in writing
- The spots shall also be prepared in a version that can be posted on the Internet
- All the materials shot, including the final TV spots, shall be delivered to MRDT in 2 resolutions:
  - UNCOMPRESSED and COMPRESSED HD
  - UNCOMPRESSED SDon Hard Disk support and DVD
- All the materials shot and the music shall be the property of MRDT. All the materials shall be handed over to MDRT, under a handover/takeover protocol
- The budget cost allocated to the production shall be described both as a total amount, and broken down on:
  - Production (with its components)
  - Post-production (with its components)
- Production timing for each stage of production and post-production, respectively
- The agency shall also provide the required support (DVD, Beta tapes, etc) for delivering

the spots to all the TV channels selected and indicated by MRDT, in the number and under the specific technical conditions requested by the TV channels.

**The budget necessary to produce the TV spots is included in the budget of the tender specifications.**

**b) Digital photographs collection (categories A, B and C specified in the Creation Tender Specifications):**

The Agency shall propose 3 photographers, indicating the related book and cost, and MRDT shall select the best of them.

Photographs shall be taken from the angles and in the expression manners specified in the brand manual, as regards both the landscapes and the characters appearing in them.

Photographs shall be taken by using professional, leading-edge digital cameras.

All the photographs shall be the property of MRDT.

Photographs shall be delivered to MDRT in 3 modes:

- High resolution: on 2 supports - hard disk and DVD
- Low resolution - 100 dpi (hard disk, and in 3 copies on DVDs)
- Printed, as a catalogue with the photographs' related codes (3 copies of catalogues)

**The budget necessary to produce the photographs is included in the budget of the tender specifications.** All the materials shall be delivered to MRDT, under a handover-takeover protocol.

**e) Presentation films (90, 60, 30 and 10 seconds) for screening at fairs, presentations, events, waiting rooms (e.g. welcome area in airports, etc.)**

- All the materials filmed, including the final presentation films, shall be delivered to MRDT in 2 resolutions:
  - UNCOMPRESSED and COMPRESSED HD
  - UNCOMPRESSED SD
- On Hard Disk and DVD support
- The presentation films shall also be prepared in versions which can be posted on the Internet
- *Suggestion: the agencies that will also provide the stereoscopic shooting option (for the 3D effect) and HD resolution shall receive 10 extra points in their final score.*

**The budget necessary for producing the presentation films is included in the budget of the tender specifications**

**g) Layout of the general brochure about tourist Romania (used in tourism fairs, at events, by tour operators, in the embassies of Romania, etc.) and collateral materials (e.g.: posters, flyers, branding events: roll-up, spider, mesh). The production costs of the brochure are not included in the budget. The related budget includes: layout creation (until the final phase) and DTP (preparation for printing).**

Minimum mandatory conditions:

- The Agency shall present a mock-up, which shall include, at least:
  - a. Concept for covers 1 and 4

- b. Concept for the inside
- c. Text for the inside: according to the guidelines included in the brand manual, for at least 20 pages
- d. Format, in 2 versions:
  - i. 20x20 cm closed and 40x20 cm open
  - ii. A4 (closed) - classical portrait format
- o Printing execution conditions:
  - a. Print-run: 500 000 and 1 000 000 pieces
  - b. Paper:
    - i. Paper variant 1: 200 gr/sqm, frontside-backside, green recyclable paper + related sample (both for the cover and for the inside)
    - ii. Paper variant 2: MP + related sample (both for the cover and for the inside)
  - c. Covers 1-4: matt lamination, UV selective lacquer, frontside and backside multicolour print
  - d. Inside - matt offset lacquer coating
  - e. Stapling - 2 metal staples
  - f. colour proofs, chromaline - with the related costs
  - g. colours – according to the brand manual, which includes colour codes
  - h. The layout should be delivered for printing after the DTP stage has been completed and all the technical required conditions have been fulfilled
- o The photographs used for the brochure and collaterals (posters, flyers, branding events: roll-up, spider, mesh) should:
  - a. Be selected in terms of style – according to the brand manual, and from category A
  - b. Have the appropriate resolution: minimum 600 dpi, or 300 dpi format 50/70 at 1:1 scale – depending on the type of the item produced (brochure, poster or flyer), and high resolution for high items (spider type: 3mx3m, or mesh type 4mx7m, etc)
- o For collateral materials:
  - a. posters: formats 50/70, 70/100, 90/100, paper support MP170GR/MP, glossy lamination, multicolour print 1 front page, 4 Scotch points
  - b. Flyers: format A5 OPEN, A6 CLOSED, 4+4, MP150 GR/MP
- o The price offer shall be structured per stages and their components:
  - a. Creation
  - b. DTP
  - c. Photo
  - d. Production
  - e. Timing

## Section III

### Forms

Each candidate/tenderer that participates individually or jointly in the award procedure for the public procurement contract is required to submit the forms provided in this chapter, duly filled-in and signed by the authorised persons.

ECONOMIC OPERATOR

**Form no. 1**

\_\_\_\_\_  
*(company/person's name)*

#### DECLARATION OF ELIGIBILITY

The undersigned, duly empowered representative of \_\_\_\_\_,

*(company/person's name and headquarters/address of the economic operator)*

I declare on my honour, under penalty of exclusion from the procedure and under the sanctions applied for forgery of public documents, that I do not fall under the situation provided under Article 180 of Government Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts, public works concession contracts and service concession contracts, as subsequently amended and supplemented – namely, I have not been convicted by final judgment of any court for participating in the activities of a criminal organisation, nor for corruption, fraud and/or money laundering during the last 5 years.

I also declare that I am not participating in this procedure as part of two or more associations of economic operators, I am not submitting an individual and another joint application/bid, and I am not submitting an individual bid while being nominated as a subcontractor within another bid.

I, the undersigned, declare that the information submitted is true and complete in every detail and I understand that the Contracting Authority is entitled to request us to submit any justifying documents available to us in order to check and confirm these statements.

This declaration is valid until \_\_\_\_\_.

(Please mention the expiration date of the bid.)

Compilation date .....

Economic operator,

\_\_\_\_\_  
*(authorised signature)*

**ECONOMIC OPERATOR**(company/person's name)**DECLARATION****of not belonging to any of the situations provided under Article 181**

I, the undersigned ..... [*insert the name of the economic operator - legal entity*], acting in my capacity of tenderer/candidate/competitor in the procedure ..... [*mention the procedure*] for the procurement of ..... [*insert the name of the applicable product, service or work and the CPV code*], on ..... [*insert the date*], organised by ..... [*insert the name of the contracting authority*],

I hereby declare on my honour that:

- a) I have not become bankrupt following a decision of the insolvency practitioner;
- b) ---
- c) I have fulfilled my obligations related to the payment of taxes, duties and social security contributions to the budgets that make up the consolidated general budget, in accordance with the legal provisions in force in Romania/ in the country where I am established;
- c<sup>1</sup>) I have duly fulfilled my contractual obligations during the last 2 years and I cannot be held liable for any situation that has caused or might cause serious damage to the beneficiaries;
- d) During the last three years, I have not been convicted, by final judgment of any court, for any offence related to the professional ethics or for any professional misconduct;
- e) I am not submitting false information and I am not omitting the information required by the Contracting Authority in order to prove compliance with the qualification and selection criteria.

I, the undersigned, declare that the information submitted is true and complete in every detail and I understand that the Contracting Authority is entitled to request us to submit any justifying documents available to us in order to check and confirm these statements.

I understand that, should this declaration not be in line with reality, I shall be liable for breaching the criminal law provisions regarding false declarations.

Tenderer,  
Legal representative(s)  
(signatures)

Date

ECONOMIC OPERATOR

(company/person's name)

**CERTIFICATE  
stating participation in the tender with an independent bid**

I. I/We, the undersigned ....., legal representative(s) of ....., a company/association that will participate in the public procurement procedure organised by ..... in his capacity of Contracting Authority, with no. .... of .....

I/We hereby certify that the information contained herein is true and complete from any point of view.

II. I/we hereby certify, on behalf of ....., that:

- 1. I/We have read and understood the content of this certificate;
- 2. I/We consent to be disqualified from the public procurement procedure if my/our statements prove to be untrue and/or incomplete in any regard;
- 3. Each signature applied to this document represents the person designated to submit the participation bid, including as regards the terms of the bid;
- 4. For the purposes of this certificate, "competitor" shall mean any natural person or legal entity, other than the tenderer on whose behalf we formulate this certificate, who is submitting a bid for the same public procurement procedure or who could submit a bid, as he fulfils the participation requirements;
- 5. The bid submitted has been conceived and formulated independently of any competitor and there has been no consulting, communication, agreement or arrangement with such competitors;
- 6. The bid submitted does not contain elements deriving from any agreement between the competitors regarding the prices/fees, the methods/formulas used for the calculation thereof, the intention to submit or not to submit a bid for the respective procedure or the intention to include in the bid any elements that are unrelated to the scope of such procedure due to their nature;
- 7. The bid submitted does not contain any element deriving from an agreement between the competitors regarding the quality, quantity or any particular specifications of the products or services offered;
- 8. The bid details have not been communicated, either directly or indirectly, to any competitor before the official moment of public opening, as announced by the contractor.

III. Under the penalties foreseen by the legislation in force, I/we declare that the information provided in this certificate is true and fully in line with reality.

Tenderer,  
Legal representative(s)  
(signatures)

Date

ECONOMIC OPERATOR

(company/person's name)

**DECLARATION**  
**of not belonging to any of the situations provided under Article 69^1**

I, the undersigned..... [*insert the name of the economic operator – legal entity*], acting in my capacity of tenderer/candidate/competitor in the procedure ..... [*mention the procedure*] for the procurement of ..... [*insert the name of the applicable product, service or work and the CPV code*], on ..... [*insert the date*], organised by ..... [*insert the name of the Contracting Authority*],

I declare on my honour that I do not fall under the situation provided under Article 69^1 of EMERGENCY ORDINANCE no. 34 of 19 April 2006 regarding the award of public procurement contracts, public works concession contracts and service concession contracts, as subsequently amended and supplemented:

ART. 69^1

*The tenderer/ candidate/ associate tenderer/ subcontractor whose spouse or relatives by blood or marriage up to the fourth degree (inclusive) are members of the Board of Directors/ management or supervisory bodies or belong to the operator's shareholders or associates, or who entails commercial relations – as provided under Article 69(a) – with people holding management positions within the Contracting Authority shall be excluded from the procurement procedure.*

I understand that, should this declaration not be in line with reality, I shall be liable for breaching the criminal law provisions regarding false declarations.

Economic operator  
Legal representative(s)  
(signatures)

Date

Economic operator  
 \_\_\_\_\_  
 (company/person's name)

**DECLARATION  
 REGARDING THE TENDERER'S CAPACITY OF PARTICIPANT IN THE PROCEDURE**

1. I, the undersigned, representative of .....  
 (name of the economic operator), I declare on my honour, under the penalties applied for forgery of public documents, that I participate in the award procedure for the public procurement contract ..... (mention the procedure), for the object of ..... (name of the Contracting Authority), and I am submitting a bid:
- on my own behalf;  
 as an associate of the association .....;  
 as subcontractor of .....;  
 (Tick the appropriate option.)
2. I, the undersigned, hereby declare that:  
 I am not a member of any group or network of economic operators;  
 I am a member of the group or network whose recognition data I have annexed.  
 (Tick the appropriate option.)
3. I, the undersigned, declare that I shall immediately inform the Contracting Authority if this declaration should undergo changes at any point during the award procedure for the public procurement contract or, in the event we are successful, during the performance of the public procurement contract.
4. I also declare that the information submitted is true and complete in every detail and I understand that the Contracting Authority is entitled to request, in order to check and confirm the declarations, statements and documents accompanying the bid, any additional information in order to check the data in this declaration.
5. I, the undersigned, hereby authorise any institution, company, bank or another legal entity to provide to the authorised representatives of ..... (name and address of the Contracting Authority) information regarding any technical and financial aspect related to our activity.

Economic operator,  
 (authorised signature)



APPLICATION FOR PARTICIPATION IN THE PROCEDURE

No. .... / .....

1. Full name of the tenderer

.....  
.....

(If the bid submitted is a joint bid, please mention all the associated economic operators, as well as the association's leader).

2. Headquarters of the tenderer (full address)

.....  
.....

phone ..... fax .....

3. Identification data of the tenderer (registration number with the Trade Register and sole registration code) .....

4. Account no. (IBAN) and bank to which the Contracting Authority shall make the payments

.....  
.....

5. A tender guarantee was established for the consultant-organiser on ....., thus:

Letter of bank guarantee no. .... issued by

.....

6. Natural person empowered to represent the company in the procedure .....

.....

7. In accordance with the provisions of the tender documentation, if the contract is awarded to us we undertake to:

8. We assume exclusive responsibility, under penalty of criminal sanctions for forgery and use of false instruments, for the lawfulness and authenticity of all the documents we submitted in original and/or copy in order to participate in the tender procedure, as well as for the truthfulness of the information, data and commitments submitted/undertaken in the procedure.

9. We have been informed of the provisions of the tender documentation and of all the subsequent procedure-related instruments and we agree that the procedure should take place in compliance with those provisions.

10. The application was registered at ..... under no. .... of .....

**POWER OF ATTORNEY**

The undersigned ....., with headquarters in ....., registered with the Trade Register under no. ...., Sole Registration Code ....., fiscal attribute ....., legally represented by ..... acting in his/her capacity of ....., we hereby empower ..... residing in ....., identified by Identity Document/Card series ....., no. ...., Personal Number ....., issued by ..... on ....., holder of the position of ....., to represent us in the tendering procedure opened with a view to award the contract for ..... - Contracting Authority .....

In order to fulfil his mandate, our agent shall have the following rights and obligations:

1. To sign all the instruments and documents issued by the undersigned in relation with the participation in the procedure;
2. To participate in the procedure on behalf of the undersigned and to sign all the documents resulting during and/or after the procedure;
3. To respond to the requests for clarification issued by the evaluation commission during the procedure;
4. To appeal against the procedure on behalf of the undersigned.

Our agent is hereby fully authorised to bind the undersigned regarding all the instruments and deeds that shall derive from participating in this procedure.

**Note:** The power of attorney shall be accompanied by a copy of the agent's ID (identity document, identity card, passport).

<b>Date</b>	<b>Name of the principal</b>
.....	S.C. ....
	legally represented by
	_____
	_____ (Surname, first name)

To be submitted on paper with the heading of the financial institution that provides the guarantee.

LETTER OF TENDER GUARANTEE

To: **Ministry of Regional Development and Tourism**  
**17 Apolodor Street, North Wing**  
**Bucharest, sector 5, postcode 050741**  
**ROMANIA**

Subject: **Guarantee no.** \_\_\_\_\_

Financial guarantee for submitting a bid as a participant in the award procedure for the public procurement contract “.....”

We, the undersigned (*name of the financial institution*), having our registered office in (*address of the financial institution headquarters*), hereby unconditionally and irrevocably undertake to pay to the Ministry of Regional Development and Tourism, as Contracting Authority, the amount of ..... as a guarantee for the participation of (*name of the tenderer*), who will submit a bid in the procedure for the award of the above contract.

The payment shall be made in RON to the account mentioned by the Contracting Authority, without any kind of objection, upon his first request (transmitted by regular mail with acknowledgement of receipt) and without requiring a motivation of such request, provided that the Contracting Authority has mentioned in his request that the amount requested by and due to the Ministry is due to the existence of one or more of the following situations:

- (a) The tenderer (*tenderer's name*) has withdrawn his bid during its validity period;
- (b) After his bid was declared successful, the tenderer (*tenderer's name*) failed to provide a performance guarantee during the period established in the tender documentation;
- (c) After his bid was declared successful, the tenderer (*tenderer's name*) refused to sign the public procurement contract during the bid validity period;
- (d) The tenderer lodged an appeal that was rejected by the National Council for Solving Complaints in accordance with Article 278<sup>1</sup> of Government Emergency Ordinance no. 34/2006, as subsequently amended and supplemented.

We undertake to not delay the payment in any way.

This guarantee shall become effective upon the tenderer's (*tenderer's name*) submission of his bid and shall be valid until .....

The law applicable to this guarantee is (*the law of the financial institution's state of nationality*). Any dispute related to this guarantee shall be referred to the competent courts with subject-matter jurisdiction in Romania.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature<sup>1</sup>: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> The name and position of the person(s) who sign on behalf of the financial institution must be typed.

**LETTER OF PERFORMANCE GUARANTEE**

**To: Ministry of Regional Development and Tourism  
17 Apolodor Street, North Wing  
Bucharest, sector 5, postcode 050741  
ROMANIA**

**Subject: Guarantee no.** \_\_\_\_\_

Financial guarantee for the performance of the public procurement contract no. (*contract number*) – procurement of the following services: \_\_\_\_\_

Regarding the above public procurement contract, concluded between (*name of the Provider*) as Provider and the Ministry of Regional Development and Tourism as Purchaser, we, the undersigned (*name of the financial institution*), having our registered office in (*address of the financial institution headquarters*), hereby unconditionally and irrevocably undertake to pay to the purchaser any amount he may request, up to the amount of (*amount of the performance guarantee*), representing 10 % of the respective contract price, exclusive of VAT.

The payment shall be made in RON to the account mentioned by the Contracting Authority, without any kind of objection, upon his first request (transmitted by regular mail with acknowledgement of receipt) accompanied by a declaration on the Provider's failure to perform his obligations under the above contract. The payment shall be made within the time limit specified in the request, without any additional formality for the Purchaser or Provider.

This guarantee is valid until \_\_\_\_\_. If the Contracting Parties agree to extend the validity of this guarantee or to modify certain contract provisions impacting our commitment under this guarantee, they must obtain our prior approval; otherwise, this guarantee shall expire on the specified date.

The law applicable to this guarantee is (*the law of the financial institution's state of nationality*). Any dispute related to this guarantee shall be referred to the competent courts with subject-matter jurisdiction in Romania.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature<sup>2</sup>: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>2</sup> The name and position of the person(s) who sign on behalf of the financial institution must be typed.



## FINANCIAL OFFER with BUDGET SPLIT COSTS/DELIVERABLE

Description of the creative executions- Deliverables	Cost/ deliverable
<b>a) TV commercials</b>	<b>a) Total cost of TV spots</b>
30 sec TV spots (Romania-general) 10/15/20/ seconds cuts	Cost /spot (incl. creative and production)
30 sec TV Spot (culture) 10/15/20/ seconds cuts	Cost /spot (incl. creative and production)
30 sec TV spot (nature) 10/15/20/ seconds cuts	Cost /spot (incl. creative and production)
<b>b) Photos collection /data base</b>	<b>b) Total cost for photos</b>
40 photos , A category - with concept images/ exceptional quality	Average photo cost/ A category (incl. copyrights)
100 photos, B category – tailor-made, high quality images, for advertising and PR	Average photo cost / B category (incl. copyrights)
200 photos, C category- with very good quality images, for various advertising uses	Average photo cost/ C category (incl. copyrights)
<b>c) Layouts for press, internet, OOH for the national touristical brand and the 6 touristical products</b>	<b>c) Total cost for mentioned layouts</b>
For the national touristical brand, 4 themes: Romania-general /Romania - untouched/unspoiled nature /Romania - authentic rural life / Romania - unique culture	Cost for touristic national brand/theme
o 3 layout types each	
*pentru presa scrisă (format landscape și format portrait):	Cost / print press layout
* online	Cost / online layout
*OOH ( 3x4m billboards, 1.1x1.3 m city lights/ light boxes)	Cost / OOH layout
For the 6 touristical products: Touring holidays, Wildlife and nature parks, Countryside and Rural, Wellness and Health, City breaks, Active &Adventure,	Cost of the layout/ touristical product
o 3 types of layout each	
*pentru presa scrisă (format landscape și format portrait)	Cost/ print press layout
*online	Cost/online layout
*OOH ( 3x4m billboards, 1.1x1.3 m city lights/ light boxes)	Cost/OOH layout
<b>d) Advertoriales</b>	<b>d)Total cost for advertorials</b>
6 advertoriale explicative pentru cele 6 produse menționate - 1-2 pagini/advertorial, text 1.000 de cuvinte cu 1-2-3 fotografii	Cost/ advertorial
<b>e) Presentation video materials/ for exhibition and fairs screens,events, waiting areas (ex. in the airports, etc) Length: 90,60,30,10 sec</b>	<b>é) Cost total filme prezentare</b>
For touristical Romania(including the 3 distinctive elements: nature, culture, authenticity/tradition)	Cost touristical Romania (90 sec) and cuts 60, 30, 10 sec
For the 6 touristical products: Touring holidays, Wildlife and nature parks, Countryside and Rural, Wellness and Health, City breaks, Active &Adventure,	Cost of film/touristical product, of 90 sec, and cuts: 60, 30, 10 sec
<b>f) Web/online layouts (ex. banners):</b>	<b>f) Total of online layouts</b>

<b>For touristical Romania (for each of the 3 distinctive elements: nature, culture, authenticity/tradition)</b>	Cost of online layout/ element (nature, culture, authenticity/tradition)
<b>For the 6 touristical products:</b> Touring holidays, Wildlife and nature parks, Countryside and Rural, Wellness and Health, City breaks, Active &Adventure,	Cost of online ad/ toristical product
<b>g) Layout for Romania-general brochure and collateral materials that are used in promoting activities (ex.posters, flyers, branding events materials/ mesh, roll-up, spider-layout and portrait format)</b>	<b>g) Total cost for the mentioned layouts</b>
	Cost/general brochure
	Cost/ poster
	Cost/flyer
	Cost/mesh
	Cost/roll-up
	Cost/spider
<b>TOTAL BUGET</b>	

# CONTRACT FOR SERVICES

## PREAMBLE

On the grounds of Article 16 of Government Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts, public works concession contracts and service concession contracts, approved as subsequently amended and supplemented,

Having regard to the provisions of Order no. .... /....., issued by the Minister for Regional Development and Tourism for approving the Internal Procedure Rules on awarding service contracts for the purchase of services covered by Government Emergency Ordinance no. 34/2006, as subsequently amended and supplemented,

and having regard to the award procedure report no. .... /....., as approved by the head of the Contracting Authority,

this contract for services is hereby concluded by and between:

### Art. 1. Contracting Parties:

**MINISTRY OF REGIONAL DEVELOPMENT AND TOURISM**, having its headquarters in Bucharest, 17 Apolodor Street, North Wing, sector 5, Bucharest, phone: ....., ....., fax: +....., tax registration code ....., IBAN account ....., legally represented by **Minister** ....., hereinafter referred to as the “**Client**”  
and

**S.C.** ....., with headquarters in ....., Sector ....., registered with the Trade Register under no ....., ....., bank account ..... opened with ....., through his legal representative ..... hereinafter referred to as the “**Agency**”

*have concluded this contract for services, subject to the requirements hereunder.*

### Art. 2. Definitions

2.1. In this contract, the terms below shall be interpreted as follows:

- a. **Contract** - this contract and all the annexes hereto;
- b. **Client and Agency** - the Parties to the Contract, as named herein;
- c. **addendum** - document modifying the terms and conditions of the contract for services.
- d. **conflict of interest** - any event that influences the Agency's ability to express an objective and impartial professional opinion or that prevents it from giving priority to the Purchaser's interests or to the general public interest of the Project at any time; any reason related to possible future contracts or conflicting with other past or present commitments of the Provider. The same restrictions apply to any subcontractors, employees and experts acting under the authority and control of the Agency.
- e. **performance guarantee** - money provided by the contractor in order to assure the Client of the quantitative, qualitative and timely performance of the Contract.
- f. **contract price** - the price payable by the Client to the Agency under this Contract for the full and proper performance of all the obligations assumed herein;
- g. **services** - activities whose provision is included in the scope of the Contract;
- h. **contractual penalty** - compensation established in the Contract for services, payable by one contracting party to the other for failure to perform his contractual obligations;
- i. **force majeure** - an event beyond the Parties' control, not due to the Parties' error or fault, which could not be foreseen upon the conclusion of the Contract and which makes it impossible to perform and fulfil the Contract; the following occurrences are considered to be force majeure events: war, revolution, fire, flood or any other natural catastrophe, restrictions occurring after quarantine or embargo – the list is not exhaustive, but informative. An event similar to the above, which makes it extremely expensive for one Party to fulfil his obligations but does not make it impossible to perform the Contract, shall not be considered a force majeure event;
- j. **days** – calendar days; unless it is expressly mentioned that they are working days. The term expressed in days shall be counted from the beginning of the first hour on the first day of the term and shall end upon the expiry of the last hour on the last day of such term; the day when an event took place or when the Client concluded a document shall not be taken into account when calculating the term. If the last

day of a term – which is expressed not in hours, but otherwise – is a public holiday, a Sunday or a Saturday, the term shall end upon the expiry of the last hour of the following working day.

- k. **Project** - in the sense of the present contract, by “project” term it is understood a deliverable , as presented in the technical offer of the Agency

### **Art. 3. Interpretation**

3.1. In this Contract, unless provided otherwise and where the context allows it, the singular shall include the plural and vice versa, the masculine will include the feminine and vice versa.

3.2. The clauses and expressions shall be interpreted by reference to the entire Contract.

### **Art. 4. EXCLUSIVITY**

#### ***Exclusivity***

4.1. Throughout the performance of the Contract, the Agency shall not provide the services or activities described in “Annex 2 – Technical Sheet” for a third party that produces/sells the same type of product as the Client or a product belonging to the same range unless the Client has agreed to it in writing, except if, when signing this Contract, the Agency was already engaged in performing such services by a contract in force. When signing this Contract, the Agency shall notify the Client about any existing commitment regarding products that compete with the Client's Products.

### **Art. 5. Subject of the Contract**

5.1. At the Client's written request, the Agency shall create/perform the products/activities or services covered by Annex 1 hereto (“Annex 1 - Subject of the Contract - Advertising Products, Trademarks and Activities”), CPV code ....., during the agreed time frame and in accordance with the Specifications and, if applicable, with the technical and financial bid registered with the Client under no. .... and with the obligations undertaken under this contract and the annexes hereto, which are an integral part hereof.

5.2. **The Client** undertakes to accept the services provided within the time frames and according to the conditions assumed in this Contract and to pay the related price as agreed herein.

### **Art. 6. Duration of the contract**

6.1. Present contract becomes effective in the moment of both parties signing

6.2. The contract stops producing any obligations when both parties have accomplished their duties, according to the present contract

### **Art. 7. Performance of the contract**

7.1. The Agency has the obligation to start delivering its services according to the contract, from the date that is mentioned in the start order form (Client’s notice) / once the start order form (Client’s notice) has been delivered to the Agency

7.2. The execution period will not overdue 31 December 2012

### **Art. 8. Contract documents**

8.1. The contract documents are annexes and shall become an integral part of the Contract for services.

8.2. The contract documents are:

- a. Annex 1: The Agency's technical and financial offer no...../.....;
- b. Annex 2: The tender specifications and the related annexes, no. ....../.....;
- c. Annex 3: Brand Manual
- d. Annex 4: POR Identity Manual
- e. Annex 5: Performance evaluation and remuneration

### **Art. 9. Price of the Contract and means of payment**

9.1. The price of the Contract is ..... **inclusive of VAT**, respectively RON ..... exclusive of VAT, representing the equivalent of EUR ..... exclusive of VAT, respectively **EUR ..... inclusive of VAT**, according to the Agency offer no...../.....

9.2. The price is fixed and cannot be modified.

9.3. The payment shall be made in ..... RON/EUR by bank transfer, following a payment order issued within 30 days from the acceptance of the services in accordance with Art. ...., on the grounds of the fiscal invoices issued by the Agency, accompanied by supporting documents and accepted by the Client, as well of the

acceptance minute(s) recording the Agency's fulfilment of his obligations during each stage covered by the tender specifications.

9.4. The payment shall be made to the Agency's account no. ...., opened with .....

#### **Art. 10. Advanced payments**

The Client can agree and make advanced payment to the Agency, for deliverables mentioned in the Technical Sheet, within certain limits, these are to be settled, if the case, during the contract period, between the Client and the Agency.

#### **Article 11: Budget split/ Costs split**

The Client has the right to request, during contract period, the budget split / any cost split of any deliverable in the list mentioned in the Technical Sheet, the split being made in the component elements of the deliverable, in the structure that is requested by the Client

#### **Art. 12. Invoicing**

12.1. **The Agency** shall submit the Client invoices for each deliverable

12.2. Each invoice shall refer to the deliverables mentioned in the technical Sheet, or advanced payments that were agreed for the deliverables.

12.3. Invoicing shall take place as follows:

- a. after providing the service and completing the advertising activities;
- b. after delivering the advertising product; or
- c. on the fixed dates agreed between the Client and the Agency
- d. after Client approval of advanced payments, if the case, and the corresponding terms / payment date

12.4. **The Client** may submit comments to the Agency's invoices within 5 days from receiving them. Otherwise, the invoices shall be considered accepted and due to payment for the services/activities mentioned therein.

#### **Art. 13. Obligations of the Agency**

13.1. The Agency undertakes to perform services complying with the standards and performance presented in the technical proposal no. .... and in the tender specifications no. ...., and in any further adjustment, if the case, requested by the Client, which is an integral part of this Contract. – *This provision applies if the success of the bid was due to a creative proposal developed on the basis of a “partially complete situation”.*

13.2. **The Agency** shall perform the activities/services required for the products, product categories, trademarks listed in Annex 2, Technical Sheet, which are advertised by the Client.

13.3. The Agency also has the following obligations under this Contract:

- a. to comply with the terms agreed in the project covered by this Contract, related to the performance of the targeted service;
- b. to select the production companies, negotiate with the suppliers and order the materials needed in order to achieve the object of this Contract;

13.4. The Agency is responsible for execution of the creative ideas, including their pre testing, for designing the press layout of the advertisements, production of the TV spots, photos and production of all the other advertisements created by the Agency for the Client's product or service.

13.5 The Agency guarantees that the elements that are part of the products and activities in this contract that are provided/created and produced by it, by the Agency dedicated team, to be used by the Client in its benefit:

- a. are new and original and do not break any copyright, linked rights or other intellectual property rights that could legally belong to a third party
- b. it does not break the legal stipulations –part of the Romanian, community or international legislation

13.6. **The Agency** shall submit to the Client's prior approval all the activities and services to be performed under this Contract, as well as the cost and time required for their performance.

13.7 The Agency is required to establish and retain, for a period of 5 years after completion of the contract, complete, accurate, adequate and systematic documentation records regarding the rendered services on the form and on a level of sufficient detail, to determine accurately if the Agency's actual costs, the amount provided in the budget breakdown of the contract for incidental expenses and for the verification of expenses were incurred for the performance of services under this contract in accordance with its provisions.

13.8 All the supporting documents of the Agency's activities in the execution of the contract, must be kept by the Agency as required by law.

13.9 The Agency is required to allow persons authorized by the Client, and the European Commission, European Court of Auditors and / or persons / entities designated by them, to verify and audit these documents, including to obtain copies of these at any time on the duration of the contract's execution and after this, as required by law.  
13.10. If the Agency does not comply with the requirement of achieving and maintaining these documents, the Client is entitled to seek cancellation of the contract and the recovery of the amounts paid to the Agency.

#### **Art. 14. Other responsibilities of the Agency**

14.1. The Agency undertakes to supervise the provision of services and to supply the human resources, materials, equipment and other such temporary or final resources required by and for the Contract, as far as the need for such resources is mentioned in the Contract or can be reasonably inferred therefrom.

14.2. The Agency shall be fully responsible for performing the services in accordance with the provisions of the Contract. At the same time, he shall be responsible both for the safety of all the operations and performance methods used and for the qualification of the staff employed throughout the contract.

14.3. The Agency undertakes to maintain the team of consultants proposed for performing the services covered by this Contract throughout the performance thereof.

14.4. If a member of the team of consultants cannot participate in the performance of the services due to objective reasons that cannot be imputed to him/her, such consultant shall be replaced by another specialist whose value in terms of experience is at least equal to that of the replaced consultant, provided that the Purchaser is notified about such change no more than 5 (days) days in advance.

14.5. In order to check the services provided for conformity, the Client's team of consultants shall organise periodic advisory meetings with the team proposed by the Agency, as requested or whenever the Client shall deem it necessary – in the latter case, by notifying the Agency at least 5 (five) days in advance. The Client undertakes to notify the Agency about the team that shall consult the Agency within 5 (five) days after the Contract becomes effective.

14.6. During the performance of this Contract neither the Provider, nor the members of the advisory team dedicated to achieving the object of the Contract are entitled to become involved in the development of another campaign that might lead to a situation of incompatibility, as provided in the tender documentation and in the tender specifications, as applicable.

14.7. The Agency shall consider all the documents and information made available to him under this Contract as private and confidential, as applicable; he shall not publish or disclose any element of this Contract unless he has the Purchaser's prior written approval. In case of diverging opinions on the need to publish or disclose them in order to perform this Contract, the Client shall have the final decision.

14.8. Without the Client's prior approval, the Agency shall abstain from making any public statement regarding the performance of the Contract and from engaging in any other activity that might conflict with his obligations toward the Client under this Contract.

14.9. The Agency undertakes to observe the regulations on labour conditions and labour protection and, as applicable, the agreed international standards regarding the workforce, the conventions on freedom of association and collective bargaining, on eliminating forced and compulsory labour, on eliminating discrimination in employment and occupation and on abolishing the employment of underage workers.

14.10. The Agency shall observe and comply with all the laws and regulations in force in Romania and shall ensure that his employed or contracted staff, his management, his subordinates and employees throughout the country shall also observe and comply with the same laws and regulations. The Agency shall compensate the Client for any claims and proceedings resulting from any infringement of the provisions in force by the Agency, his employed or contracted staff, including his management, his subordinates and employees throughout the country.

#### **Art. 15. Obligations of the Client**

15.1. The Client shall submit to the Agency all the information and materials he needs in order to perform his contractual obligations.

15.2. The Client shall collaborate with the Agency as much as possible in order to provide the latter with all the information he might reasonably request in order to perform the Contract.

15.3. The Client shall provide the organisational and scientific/specialised support that falls within his competence in order to duly complete the project.

15.4. The Client undertakes to pay the price to the Agency within the term and according to the conditions stipulated in Art. 9-12

15.5. The Client undertakes to accept the services covered by the Contract within the agreed time frame.

#### **Art. 16. Code of conduct**

16.1. The Agency shall always act loyally and impartially, as a trustful consultant of the Client, in accordance with the rules and/or code of conduct of his profession, and shall act with due discretion. He shall abstain from making public statements related to the services provided unless he has the Client's prior approval, as well as from participating in any activities that conflict with his contractual obligations towards the Client. He shall not bind the Client in any way without the latter's prior written approval and he shall clearly communicate this obligation to third parties if necessary.

16.2. Throughout the Contract, the Agency undertakes not to prejudice the dominant political, cultural and religious customs of Romania and to observe human rights at the same time.

16.3. The Agency shall not be directly or indirectly entitled to any royalty, facility or commission related to any patented or protected good or procedure employed for the purposes of the Contract for services, unless he has the Client's prior written approval.

16.4. The Agency and his staff shall observe professional secrecy throughout the performance of the Contract for services, including any extension thereof, as well as after its termination. To that purpose, unless they have previously obtained the Client's written approval, the Agency and his employed or contracted staff, including his management and employees throughout the country, shall never communicate to another person or entity any confidential information disclosed or made available to them and shall not make public any information regarding the recommendations received during or as a result of performing the services covered by this Contract. Moreover, the Provider and his staff shall never use the information provided or the results of studies, tests and research conducted during or for the purpose of performing this Contract to the detriment of the Client.

16.5. The performance of the Contract for services shall not generate non-routine business expenses. However, if such expenses should occur, the Client shall consider the Contract terminated as of right, without court intervention and without the need to comply with any other formality; moreover, such expenses shall entitle the affected party to claim damages.

*Non-routine business expenses* are commissions not mentioned in the Contract for services or not covered by a valid contract concluded in relation to the Contract for services, commissions that do not correspond to services that were legitimately provided, commissions paid to a recipient who has not been clearly identified or paid to a company that appears to be an interposed company.

16.6. The Agency shall provide to the Client, upon request, documentary evidence regarding the conditions under which the Contract for services is performed. The Client shall conduct any on-site documentation or research that he shall deem necessary for gathering evidence if he has any suspicion regarding the existence of non-routine business expenses.

#### **Art. 17. Conflict of interest**

17.1. The Agency shall take all the necessary steps in order to prevent or end any situation that might compromise the objective and impartial performance of the Contract for services. Conflicts of interest may arise especially as a consequence of economic interests, political or nationality affinities, kinship or marriage relationships or any other common links or interests. Any conflict of interest arising during the performance of the Contract for services shall be notified to the Client in writing, within 5 days from the occurrence thereof.

17.2. The Client reserves the right to check whether the steps taken are adequate and may request additional action if necessary. The Agency shall ensure that his employed or contracted staff, including his management and employees throughout the country, is not involved in any situation that might generate a conflict of interest. Within 3 days and without any compensation from the Client, the Agency shall replace any member of his employed or contracted staff, including the management and employees throughout the country, who find themselves in a situation of this kind.

17.3. The Agency must avoid any contact that might compromise the independence of the Agency or that of his employed or contracted staff, including his management and employees throughout the country. If the Agency does not maintain its independence, the Client shall – without affecting his right to a remedy for the prejudice caused by the conflict of interest – consider the Contract terminated as of right, without court intervention and without the need to comply with any other formality; moreover, this situation shall entitle the affected party to claim damages.

#### **Art. 18. Conduct of the activities**

18.1. **The services shall be provided under a specific project/specific projects** that the Parties shall agree in advance and that shall become an integral part of the Contract. The project(s) shall include details regarding the product and/or event targeted by the respective service, the necessary materials and all the data relevant for such service, including the agreed prices.

18.2. **The performance time frame/deadline**, the means of execution and the result targeted by the services covered by this Contract are detailed in the annexes for each individual project, as applicable.

18.3. **Detailed request.** In order to initiate a new project, it is necessary for the Client to provide written information containing all the data relevant for the goals of the respective project, e.g. the services requested from the Agency, background information related to the project, goals, target, compulsory elements, specific and complete information on the legal regulations that apply to the Client's industry and that the Agency must comply with.

18.4. **The Agency's offer.** Following an analysis of the Client's request, the Agency shall submit a proposal for implementing the project, including the **cost calculation**. For each project, the Agency shall submit a prior cost estimate to the Client. The Agency may forward the orders to third parties in his own name and on his own behalf only after receiving the Client's written approval of the cost estimates.

18.5. **The Client's approval.** After obtaining the Client's overall approval for a project, the Agency shall submit the following materials to the Client's approval: creative concept, creative direction, and creative executions: copy (script/content of the advertisement), layout, artwork, story-board and/or scenarios. The Client's written approval of the scenarios for audio and video advertisements and/or of the story-boards, as well as of the estimated costs, shall represent the Agency's authorisation to conclude production contracts. The Client's written approval of the films and audio/video recordings shall represent the Agency's authorisation to use the respective materials.

18.6. **Changes.** Any change to the content of the materials approved by the Client and/or any new request for changing the object of the services in any way, for all and/or any particular project, shall be covered by an addendum to this Contract, affecting the submission deadline for the respective work and other such elements, as applicable.

18.7. **Reports – meetings/phone discussions.** Within 48 hours of each meeting/phone discussion between the Agency and the Client, the Agency is required to write and send to the Client a report on such meeting/phone conversation. The reports bind the Contracting Parties to their decisions regarding the projects discussed, but cannot modify the initial terms agreed for each particular project. The Client is required to submit a written answer to the Agency's report within 48 hours. Otherwise, the Agency shall consider that everything agreed in the meeting/phone discussion report has been accepted by the Client.

18.8. **Changes in the campaign/project.** The Client may request modification, suspension or cancellation of any ongoing plans, programmes or production activities, and the Agency shall perform the entire procedure required to comply with such request, provided that he fulfils all his contractual obligations towards the suppliers concerned. Moreover, the Client shall pay the Agency for the services provided before such cancellation of the project.

18.9. **Cancellation period.** The Agency undertakes to inform the Client about the cancellation period required for each activity before the beginning of the respective activity.

#### **Art. 19. Modification or suspension of the services and related costs**

19.1. **The Client** is entitled to request modification, suspension or cancellation of any on-going plans, projects, programmes or activities.

19.2. In all such cases, **the Client undertakes:**

(i) to pay to the Agency the due remuneration for the services performed before such request for modification, suspension or cancellation of any plans, programmes or activities by taking into account the work involved until the date of such modification or suspension;

19.3. The Agency will not modify or cancell contracts and orders that relate to Agency's services / products unless it was requested in writing by the Client and if this clause is included in the contract with third parties.

19.4. **The Agency** undertakes to inform the Client about the cancellation period required for each activity before the beginning of the respective activity.

#### **Art. 20. Performance assessment and remuneration**

20.1. The Agency will use reasonable and appropriate monitoring systems agreed in "Appendix ... - The evaluation of the performance and it's payment"

#### **Art. 21. Reductions and discounts from the suppliers**

20.1. **The Client** shall benefit from any reductions or facilities that the Agency might obtain from third parties in favour of the Client.

20.2. **The Agency** shall timely notify the Client about any reductions, term of validity and amount to be paid until such term, in order for the Client to benefit from the reduction.

20.3. **The Agency** shall use the best endeavours to obtain the most advantageous payment conditions for the Client, while complying with the quality requirements and deadlines requested by the Client.

#### **Art. 22. Penalties for failure to perform the obligations**

22.1 Should the Agency fail to fulfil his obligations under the contract exclusively due to his fault, the Client shall be entitled to deduct from the contract price a penalty equivalent to 0.1 % of the contract price for each day of delay until the actual fulfilment of such obligations.

22.2 Should the Client fail to pay the invoices until the due date, he shall be required to pay a penalty equivalent to 0.1 % of the outstanding payment for each day of delay until the actual fulfilment of such obligations.

22.3. One party's wrongful and repeated failure to comply with the obligations assumed herein shall entitle the affected party to notify the party in breach about the unfulfilled obligation. Should the party in breach fail to perform the unfulfilled obligation within 15 (fifteen) days from receiving the notification, the non-breaching party shall be entitled to consider the Contract terminated as of right, without court intervention and without the need to comply with any other formality; moreover, such expenses shall entitle the affected party to claim damages.

22.4. The Client reserves the right to terminate this Contract unilaterally within 30 days from the occurrence of any unforeseeable circumstances that would entail modification of the contractual clauses to such an extent that its performance would be contrary to the public interest, by submitting a prior notice to the Agency at least 15 (fifteen) days before such termination becomes effective.

22.5. The Client reserves the right to terminate the contract unilaterally, by written notification to the Agency, without compensation, if the latter is ordered to suspend payments, if it is wound-up or becomes bankrupt, provided that such termination does not undermine or affect the Provider's right to initiate legal proceedings or to lodge a claim. In this case, the Agency shall be entitled to claim payment only for the part of the contract he has performed before the unilateral termination thereof.

#### **23. Compensation**

23.1. The Agency shall, at his own cost, compensate, protect and defend the Client, his agents and employees for and against all court proceedings, claims, losses and damages resulting from any action or omission of the Agency and/or his subcontractors, employed or contracted staff including his management, related to the performance of the services covered by this agreement, including against any infringement of legal provisions or of third party rights regarding patents, trademarks or any other types of intellectual property, such as copyrights.

23.2. The Agency undertakes to pay for any related damages, costs, fees and expenses of any nature, unless such infringement results from compliance with the tender specifications prepared by the Client.

23.3. The Agency shall, at his own cost, compensate, protect and defend the Client, his agents and employees for and against all court proceedings, complaints, losses and damages resulting from the Agency's performance of the Contract for services.

#### **Art. 24. Contract performance guarantee**

23.1. The Agency undertakes to establish a contract performance guarantee representing .....% of the Contract price, i.e. **RON/EUR .....** **exclusive of VAT**, valid at least for the period of validity of the Contract.

23.2. The Client undertakes to release the guarantee and to issue the notice to commence work only after the Contract has been signed and the Agency has provided evidence of establishing the performance guarantee.

23.3. The Client is entitled to assert claims regarding the performance guarantee, in the amount of the damage actually incurred, in the event of the provider's failure to perform, late or defective performance of his obligations under this Contract. Before asserting a claim regarding the performance guarantee, the Client is required to notify it to the Agency, specifying at the same time which obligations were not fulfilled.

23.4. The Client undertakes to return the performance guarantee within 14 days from fulfilment of the obligations herein, unless he has raised claims to such guarantee.

#### **Art. 25. Right to audit and transparency**

25.1. The Agency is required to prepare and keep, for 5 years from the completion of the contract, the complete, true, adequate and systematic documents regarding the services provided, in such form and detail as to allow precise determination of whether the Agency's actual expenses, as specified in the contract budget, were incurred with a view to perform the service provided herein and in accordance with the contract provisions.

25.2. - Should the Agency not comply with the obligation to prepare and keep such documents, the Client shall be entitled to request cancellation of the contract and full recovery of the amounts he has paid to the Provider.

25.3. - The Provider is required to allow the persons authorised by the Client, as well as the European Commission, the European Court of Auditors and/or the persons/agents authorised by these institutions to check and audit such documents, including to obtain copies thereof at any moment, both during the performance of the contract and later, in accordance with the legislation in force.

## **Art. 26. COPYRIGHTS**

### **Transfer of ownership**

26.1. All the rights, including copyright or other industrial property rights, shall be transferred to the Client upon his request only if the Client has complied with his payment obligations assumed herein.

26.2. After the payment has been made, the materials shall become the exclusive property of the Client.

26.3. The Agency is entitled to use the activities/services/products developed under this Contract for creative competitions, domestic and international advertising festivals whenever such events shall take place, regardless of the moment of creating the above deliverables and independently of the Contract validity, but with Client approval

26.4. Ideas and concepts presented to the Client but not approved shall remain the property of the Agency.

26.5. . The Client undertakes not to make use of the ideas and concepts he has not agreed to/approved, either for his own interest or for that of another legal entity, without informing the Agency in advance.

26.6 In specific cases, when certain intellectual property rights, copyrights or related rights belonging to third parties (such as actors, photographers, musicians etc.) were used with a view to performing the advertising service/activity/product under a transfer agreement limited in time and space, the Client shall comply with all the time and space requirements imposed, as well as with all the requirements related to the manner of using such rights.

26.7. Activities, products and services accomplished under this contract and approved by the Client, in case that is established subsequently the Client's approval that there are not original, does not create any obligation for the Client to pay them. In case any payment was made the Client is entitled to be reimbursed with respective amounts for the related activities, products and services.

## **Art. 27. Obtaining licences and broadcasting rights**

27.1. *The Agency* shall ensure it obtains, at the Client's expense, the right to use activities/services/products created by third persons who participated in their development, if:

(i) they were not developed by the Agency;

(ii) if required by the third parties who participated in the creation of the advertising activities/services/products.

27.2. The Client undertakes to comply with the limits and conditions of use for other copyrights/related rights imposed by third parties who are holders of the rights used in the activities/services/products developed by the Agency.

27.3. For any activities/services/products the Client provides to the Agency with a view to performing this Contract, the Client shall obtain the necessary broadcast licences, copyrights or other licences.

## **Art. 28 Delivery of the materials**

28.1 The Client is entitled to check how the services are performed in order to determine whether they comply with the provisions of the technical proposal and the tender specifications.

28.2. The checks shall be performed in accordance with the provisions herein.

28.3. The reception involves the following operations:

a. identifying the services provided;

b. finding any inconsistencies in the services provided as compared to the technical proposal;

c. checking whether the performance requirements in the tender specifications and/or in the (modified) creative brief have been complied with;

d. recording the shortcomings, if any;

28.4. Each of the services provided within the time frames specified in the performance schedule shall be delivered to the Client based on a reception protocol; the Client undertakes to check and accept the services within 7 (seven) days after the delivery of the documents in Romanian.

28.5. The operations mentioned under Art. 28.3. shall be performed upon delivery of the services covered by the Contract, on the basis of a reception protocol recording the fulfilment of the Provider's obligations as assumed in this Contract and in the tender specifications; the protocol shall be signed by the appointed representatives of the

Parties. If the Provider refuses to sign the protocol, his refusal shall be recorded. A copy of the protocol shall be transmitted to the Agency within 5 days from the preparation thereof.

28.6. The Provider is required to rectify any shortcomings recorded in the protocol within 5 days from becoming aware of them.

#### **Art. 29. Confidentiality**

29.1. Both during the performance of this Contract and after its termination, the Agency shall preserve the confidentiality of the work performed, the market studies, ideas, materials and other information related to any aspect of the Client's activities/services/products that are not available to the public and that were made known to the Agency by the delivery of certain documents.

29.2. The Agency shall try to obtain a similar confidentiality commitment from third parties before communicating any information to them.

29.3. The Parties agree that the Agency's proposals represent a professional opinion and cannot be opposed to or by third parties in any situation.

29.4. The Client undertakes not to directly or indirectly disclose to third parties the services/activities promoted by the Agency, nor any confidential information related to the activity, organisation, prices and techniques employed by him.

#### **Art. 30. Changes in the legal framework**

If an amendment of the laws or regulations should affect one of the Contracting Parties and if it can impact either the implementation or the value of this Contract, the Parties agree to meet as soon as the affected Party has requested a meeting with a view to evaluate the consequences of such change. The Parties shall decide to modify the Contract accordingly.

#### **Art. 31. Amendment of the Contract**

31.1. Throughout the performance of the Contract, the Contracting Parties shall be entitled to agree to amend the contractual clauses by an addendum prepared in compliance with the legal provisions in force at that time and signed by both Contractual Parties.

31.2. If such amendment proposal is initiated by the Agency, he is required to have his request registered by the Client at least 5 days before the date proposed for the addendum's entry into force.

31.3. No addendum can be concluded retroactively. Any amendment of the Contract which is not recorded in an addendum or that does not comply with the provisions herein shall be considered null and void.

#### **Art. 32. Subcontractors**

32.1. Should he subcontract any parts of this Contract, the Agency shall be required to conclude with the designated subcontractors contracts on the same terms as the one he has signed with the Client.

32.2. When concluding the Contract, the Agency is required to submit all the contracts he has signed with the designated subcontractors. The list of subcontractors, including the identification data thereof, and the contracts concluded with them shall become annexes to the Contract.

32.3. The Agency shall be fully liable to the Client for his performance of the Contract.

32.4. The subcontractors shall be fully liable to the Agency for the performance of their part of the contract.

32.5. The Agency shall be entitled to claim damages from his subcontractors if they do not perform their part of the contract.

32.6. The Agency may replace any subcontractor only if such subcontractor has not performed his part of the contract. Such replacement shall not change the contract price and shall be approved by the Client.

#### **Art. 33. Assignment**

33.1. The Agency is required not to fully or partially assign his obligations stipulated in the contract

33.2. – The Client may assign its right to charge for the services rendered under the terms of the civil code.

33.3. –Requests for payment to third parties can be settled only after making a transfer under art.33.2.

33.4. The assignment shall not exonerate the Agency of any liability regarding the guarantee or any other obligations herein.

#### **Art. 34. Force majeure**

34.1. Force majeure, as defined by law, shall be established by a competent authority.

34.2. Force majeure shall exonerate the Contracting Parties from performing their obligations herein, throughout the period of its occurrence.

34.3. The performance of the contract shall be suspended during the period of force majeure, without prejudice to the rights that the Parties were entitled to before its occurrence.

34.4. The Contracting Party claiming force majeure is required to timely and fully notify the other Party about the occurrence and to take any available steps in order to limit its consequences.

34.5. Should force majeure last or be estimated to last for more than 6 months, each Party shall be entitled to notify to the other Party the termination of this Contract as of right, and no Party shall be entitled to claim damages from the other.

#### **Art. 35. Termination of the contract**

35.1. This Contract shall terminate:

- a) at the end of the time frame established for the performance thereof;
- b) by the Parties' agreement concluded before the end of the contractual term;
- c) following a party's failure to perform his contractual obligations, as provided under Art.22.3
- d) by unilateral termination in accordance with Art. 22.4 and/or art. 22.5

34.2. This article shall not affect the other contractual provisions related to penalties, damages and cancellation.

35.3 Termination of the contract before the deadline for which it was concluded not exempt the parties from the execution of the obligations due from the contract by that date.

35.4. In any situation that gives the Client the right to consider the contract terminated, the Agency is considered automatically in delay.

#### **Art. 36. Communications**

36.1. Any communication between the Parties regarding the performance of this Contract shall be transmitted in writing.

36.2. According to the Contracting Parties' understanding, any notification submitted by one Party to the other shall be duly transmitted if sent to the address/headquarters/fax number specified in the introductory part of this Contract.

36.3. Any written document must be registered both when transmitted and when received.

36.4. The Parties may also communicate by regular mail, telephone, telegraph, telex, fax or e-mail provided they confirm receipt of such communication in writing.

36.5. If the notification is sent by regular mail, it shall be sent as registered mail with acknowledgment of receipt (AR) and shall be considered received by the recipient on the date mentioned by the receiving post office on the AR.

36.6. If the notification is sent by fax or e-mail, it shall be considered received on the first business day following the day it was sent.

36.7. Neither Party shall take verbal notifications in consideration unless they are confirmed by one of the processes specified in the preceding paragraphs.

#### **Art. 37. Settlement of disputes**

37.1. The Client and the Agency shall use their best endeavours to settle amicably, by direct negotiations, any disagreement and dispute that might arise between them under or related to the performance of the Contract.

37.2. If the Client and the Agency should fail to settle any contractual disagreement amicably within 15 days from the beginning of such negotiations, each of them shall be entitled to request for the dispute to be settled by mediation, by resorting to a mediator certified under the Romanian laws. If the dispute cannot be settled by mediation either, it shall be referred to the competent courts of Romania.

#### **Art. 38. Language governing the Contract**

38.1. The language governing the Contract shall be Romanian.

#### **Art. 39. Applicable law**

39.1. The Contract shall be interpreted according to the laws of Romania.

39.2. The Agency shall observe and comply with all the laws and regulations in force in Romania, as well as with the directly applicable regulations of the European Union, the case law of the European Court of Justice and that of the Court of First Instance, and shall ensure that his employed or contracted staff, his management, his subordinates and employees throughout the country shall also observe and comply with the same laws and regulations.

39.3. If any of the Contract clauses should become contrary to the law, it shall not produce any effects; the Contract shall continue to be valid and the Parties shall be entitled to amend or interpret that clause in such a way that it might produce legal effects.

**Art. 40. Final provisions**

40.1. *This Contract was concluded today \_\_\_\_\_, in Bucharest, in 2 counterparts – one for each Party.*

**AGENCY**  
S.C. .... S.R.L./S.A.  
by legal representative,

**CLIENT,**  
Ministry of Regional Development and Tourism,  
**Minister**

Endosed by:

SECRETARY OF STATE,  
.....

DEPUTY SECRETARY GENERAL  
.....

DIRECTORATE GENERAL OF LEGAL  
AFFAIRS  
.....

DIRECTORATE GENERAL FOR ECONOMIC  
AND ADMINISTRATIVE AFFAIRS  
.....

THE INITIATING DIRECTORATE  
.....

DIRECTORATE GENERAL FOR PUBLIC  
PROCUREMENT  
.....

SEEN BY THE PREVENTIVE FINANCIAL  
CONTROL

If applicable,  
SEEN BY THE APPOINTED FINANCIAL  
CONTROLLER