

Open call for tenders No AO 611

“Media monitoring services”

European Court of Auditors

ANNEX 2

TENDER SPECIFICATIONS

March 2017

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PART A. ADMINISTRATIVE PROVISIONS

1. PRELIMINARY INFORMATION CONCERNING THE CALL FOR TENDERS

This call for tenders has been issued by the European Court of Auditors, who will sign the contract and monitor its implementation.

The European Court of Auditors (hereafter referred to as “the Court”) is an institution of the European Union, established to audit the EU’s finances. The Court’s mission is to contribute to improving EU financial management, promote accountability and transparency, and act as the independent guardian of the financial interests of the citizens of the Union. Through our audit reports we inform our political stakeholders and the general public of how the EU’s money is being spent.

The purpose of the present call for tenders is to procure media monitoring and media reporting services on Court’s related media coverage. The contractor will have to monitor print (national/regional), the online (internet) media, and the social media with the goal to provide a timely, up-to-date compendium of daily information, in the form of a press review, about the way in which topics of relevance to the Court(including the Court’s President and Members) and the EU are reported in the media, and a quarterly qualitative and quantitative press analysis.

It is in the responsibility of the contractor to ensure that all copyright agreements are adhered to, in the delivery of these services.

Based on current statistics, the estimated monthly online media coverage is approximately 800 press articles from all 28 EU Member States. The articles relate to the Court as an institution, its products, and other areas of interest. The extent of coverage in social media is approximately 1000 mentions/monthly.

1.1 *Subject of the call for tenders*

This call for tenders is aiming to award a service contract (hereafter referred to as “contract”) for media monitoring services. The detailed description of the services to be provided is to be found in part B of the present document.

1.2 *Starting date of the contract and duration of the tasks*

The contract shall enter into force on 1 November 2017 provided it is signed by the last contracting party.

The Court reserves a right to start the contract earlier (but not earlier than 1 September 2017) in the interest of service to assure smooth take over of services from previous contractor if needed.

The contract will be signed for a period of 12 months from its entry into force. The contract may be renewed up to 3 times, each time for a period of 12 months. Performance of the contract shall not begin until the contract is signed. Any renewal of the contract shall take place in accordance with the terms laid down in the contract.

1.3 Estimated value of the contract

The estimated value of the contract is 280.000 EUR for four years, including additional services under point 2, Part B.

2. PARTICIPATION TO THIS CALL FOR TENDERS

The competition is open to the operators that have the necessary skills and expertise for the provision of the requested services and the supply of the necessary equipment. These can be legal entities coming within the scope of the Treaties and any legal entity from a third-country which has concluded a specific agreement in the area of public contracts with the European Union, under the conditions provided for in that agreement.

Tenderers can submit joint tenders and/or subcontracts. However, it is not allowed for a tenderer who tenders alone or as part of a consortium, to tender again for the same lot, alone or as part of a consortium.

2.1 Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

All economic operators in a joint tender assume joint and several liabilities towards the contracting authority for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the contracting authority. After the award, the contracting authority will sign the contract with the member duly authorised by the other members via a power of attorney (model provided under Annex 3 – Form 3).

2.2 Subcontracting

Subcontracting is defined as the situation where a contract has been or is to be established between the contracting authority and a Contractor and where the Contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. The Contractor will retain full liability for the performance of the contract as a whole. The contracting authority has no direct legal commitment with the subcontractor(s). Accordingly:

- the Court will treat all contractual matters (e.g. payment) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the contractor avoid liability towards the Court on the grounds that the subcontractor is at fault.

Tenderers must give an indication of the proportion of the contract that they intend to subcontract.

Tenderers are required to identify the subcontractor(s) whose share of the contract is above 10% and document their willingness to accept the tasks and the terms and conditions set out in the tender specifications via a letter of intent (model provided under Annex 3 – Form 5).

Full details of subcontractors must be provided in Annex 3 – Form 5.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Court and shall be refused if it modifies substantially the

terms of the tender.

3. **ASSESSMENT**

The assessment of tenderers and tenders will take place in the following stages:

1. Check of the administrative documents (see point 5).
2. Check of the **exclusion criteria** (see point 6).
3. Evaluation of the **selection criteria** (see point 7).
4. Evaluation of the **technical tender** (see point 8.3)
5. Evaluation of the **financial tender** (see point 9.1).
6. Calculation of the **value for money** (see point 10)
8. Request and check of the **remaining supporting documents** (see point 11).

Those criteria will be evaluated in no particular order.

The assessment procedure may end with the award of the contract.

The tenderers' attention is drawn to the fact that at the tender submission stage only selected administrative documents and the "*Declaration on honour on the exclusion criteria and selection criteria*" (see: [Annex 3 – Form 5](#)) shall be provided.

The remaining administrative documents and supporting documents to the "*Declaration on honour on the exclusion and selection criteria*" shall always only be requested from the tenderers to whom the award of the service contract might be proposed. The tenderers shall have one (1) week to provide them.

Nevertheless, if necessary, the Court reserves the right to request the documents mentioned above during the tendering procedure. If requested, the tenderers shall have one (1) week to provide them.

4. **FORM AND CONTENT OF THE TENDER**

Tenders must be clear and concise and assembled in a coherent fashion (e.g. bound or stapled, etc.). The tenderers are required to follow the structure of the model offer attached to the invitation to tender under Annex 3 containing all standard reply forms and listing all the documents that must be supplied in order to tender and the stage of the procurement procedure at which they have to be submitted. If the tender is divided into different files, it is advised to make a table of contents for each file.

Information on the general requirements and on how to submit the tender is provided in the invitation to tender.

5. **CHAPTER ONE: ADMINISTRATIVE INFORMATION**

The table below lists which documents shall be submitted by tenderers, and at which stage.

Name of the document	Which model form to use from the Model Offer?	When to be submitted?
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A covering letter signed by an authorised representative of the tenderer, including name, address, trade register number, fax number and e-mail address of the contact person responsible for submission of the tender	No model form	With the tender (to be submitted only once)
Financial identification form filled in and signed by an authorised representative of the tenderer. The form must be accompanied by a copy of the bank account identification issued by the bank or a copy of a bank statement.	Annex 3 – Form 1	Shall be requested from the tenderers to whom the award of the contract is proposed.
The completed form for identification of the tenderer	Annex 3 – Form 2	Shall be requested from the tenderers to whom the award of the contract is proposed.
in case of joint offer (see section 13.1) A declaration based on the model agreement on the “Power of Attorney” signed by the authorised representatives of all the partners of the joint offer including the: <ul style="list-style-type: none"> • recognition of joint and several liability by all the partners of the joint offer for the performance of the contract; • power of attorney for one of the partners of the joint offer (co-ordinator) to represent the other parties to sign and administrate the contract. 	Annex 3 – Form 3	With the tender (to be submitted only once)
in case of subcontracting (see section 13.2) The questionnaire for subcontracting must be provided signed by an authorised representative of the tenderer and of the subcontractor.	Annex 3 – Form 4	With the tender (to be submitted only once)

6. **CHAPTER TWO: EXCLUSION CRITERIA**

We draw your attention to the fact that you will be excluded from the participation to this open call for tenders and not be awarded the contract if you are in one of the situations described in Articles 106 and 107 of the Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 as amended by Regulation (EU, Euratom) 2015/2019 of the European Parliament and of the Council of 28 October 2015, (hereafter referred to as “Financial Regulation”)¹.

In this context, you are kindly asked to provide the declaration on honour (Annex 3 – Form 5) duly signed and dated, stating that you are not in one of the situations described in Articles 106

¹ The Financial Regulation is available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1489063465823&uri=CELEX:02012R0966-20170101>

and 107 of the Financial Regulation. Each partner of the joint offer (consortium) and/or subcontractor must fill in and return the **declaration of honour** (Annex 3 – Form 5).

The table below lists which documents shall be submitted by the tenderer to whom the contract is proposed (in case of joint offer, by each member of the consortium) as evidence of the declaration of honour in the time limits specified in point 11. The Court may also request the same documents to subcontractors.

Name of the document	Which model form to use from the Model Offer?	When to be submitted?
Declaration on honour concerning exclusion and selection criteria	Annex 3 – Form 5	With the tender (to be submitted only once)
Recent extract from the judicial record	No model form	Shall be requested from the tenderers to whom the award of the contract is proposed.
Recent certificate issued by the competent authorities of the State, confirming payment of taxes. When such document is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary, or failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment.	No model form	Shall be requested from the tenderers to whom the award of the contract is proposed.
Recent certificate issued by the competent authorities of the State, confirming payment of social security contributions. When such document is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary, or failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment.	No model form	Shall be requested from the tenderers to whom the award of the contract is proposed.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

7. CHAPTER THREE: SELECTION CRITERIA

The tenderers must prove that they have the legal, economic, financial, technical and professional capacity to carry out the tasks set out in the tender specifications throughout the duration of the contract. The Court reserves the right to seek information at any time to prove the capacity of tenderers.

A tenderer may, where appropriate, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, he must prove to the Court that he will have the resources needed to perform the contract, for instance by providing an assurance of the undertaking by those entities to make them available to him. In that case the Court is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's financial capacity.

If the tenderer fails to furnish proof of their capacity in accordance with the requirements laid down in these rules for tendering and/or submits false information, the Court shall exclude the tenderers concerned from the award of the contract and may decide to impose administrative and financial penalties as it might deem appropriate in the light of the financial rules applicable, in accordance with Article 106, 107 and 108 of the Financial Regulation.

7.1 Legal capacity

Tenderers must be legally capable of performing the service contract they apply for. Tenderers' legal capacity will be evaluated on the basis of the documents that they must submit.

The table below lists which documents shall be submitted by tenderers in order to prove their legal capacity, and at which stage.

Name of the document	Model Offer	When to be submitted?
Declaration on honour on the exclusion and selection criteria	Annex 3 – Form 5	With the tender (to be submitted only once)
Proof of entry on the professional or trade register under the conditions laid down by legislation in the country in which the tenderers reside.	No model form	Shall be requested from the tenderers to whom the award of the contract is proposed.
A legible copy of the notice of appointment of the person(s) authorised to represent the tenderer in dealings with third parties and in legal proceedings, if it is not included in the abovementioned document.	No model form	Shall be requested from the tenderers to whom the award of the contract is proposed

7.2 Economic and Financial capacity

Tenderers must have sufficient economic and financial capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. If, in the light of the information supplied by the tenderer, the Court has doubts about his financial capacity, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

The Court requires tenderers to have an average specific annual turnover relating to the **services covered by this call for tenders for each of** the past 2 financial years for which accounts have been closed equal or above 140 000 EUR.

The table below lists which documents shall be submitted by tenderers in order to prove their economic and financial capacity, and at which stage.

Name of the document	Model Offer	When to be submitted?
Declaration on honour on the exclusion and selection criteria	Annex 3 – Form 5	With the tender. (to be submitted only once)
A copy of audited balance sheets or extracts from balance sheets and profit and loss accounts for the past 2 financial years for which accounts have been closed. If the balance sheets or the statements show an average loss over the past 2 financial years for which accounts have been closed, then the tenderer must furnish another document as proof of his financial and economic capacity, such as appropriate bank references or proof of professional risk insurance cover.	No model form	Shall be requested from the tenderers to whom the award of the contract might be proposed.
Proof of the publication of the financial statements where such a publication is required by national rules.	No model form	Shall be requested from the tenderers to whom the award of the contract might be proposed.
A statement of the specific annual turnover relating to the services covered by this call for tenders for each of the past 2 financial years for which accounts have been closed.	No model form	Shall be requested from the tenderers to whom the award of the contract might be proposed.

If, for some exceptional reason that the Court considers justified, the tenderer is unable to provide the references requested by the Court, he may prove his economic and financial capacity by any other means that the Court considers appropriate.

7.3 Technical and professional capacity

Tenderers must have sufficient technical and professional capacities to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. If, in the light of the information supplied by the tenderer, the Court has doubts about a tenderer's technical and professional capacity, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

The technical and professional capacity will be judged on the basis of the tenderer's expertise relevant to the required services.

In respect of the contract which is the subject of this invitation to tender, the Court requires tenderers to have the following minimum technical and professional capacity:

- The tenderer must have executed in the last three years at least three (3) projects consisting in providing media monitoring and reporting similar to those required by this contract (covering on-line, printed and social media in most of the EU official languages) to international organisations or companies operating at European level;

- the project leader responsible for carrying out the project must have at least three years of professional experience in the services covered by this procedure as well as a good command of English (CV to be provided);
- The tenderer must monitor media in all the languages covered by the contract and mentioned in point 1.1.4. of Part B.

The table below lists which documents shall be submitted by tenderers in order to prove their technical and professional capacity, and at which stage.

Name of the document	Which model form to use from Model Offer	When to be submitted?
Declaration on honour on the exclusion and selection criteria	Annex 3 – Form 5	With the tender. (to be submitted only once)
List of similar projects in last three years	No model form	With the tender. (to be submitted only once)
CV of the project leader	No model form	With the tender. (to be submitted only once)
List of media monitored in the specified languages	No model form	With the tender (to be submitted only once)

8. **CHAPTER FOUR: AWARD CRITERIA – TECHNICAL OFFER**

The award criteria have the purpose to choose between the tenders which have been submitted by tenderers not subject to exclusion criteria. The technical award criteria are intended to assess the quality of the tenders based on the Technical Offer.

The contract will be awarded to the tenderer who submits the **most economically advantageous tender** as determined in point 10 which takes into consideration both the **Technical Offer** and the **Financial Offer** that the tenderers must include in their replies to this call for tenders. If a tenderer is awarded the contract, his tender shall be binding during the execution of the contract.

8.1 Technical award criteria

The following technical award criteria are intended to assess the quality of the tenders:

1. Completeness, quality and readability of a sample of daily press review;
2. completeness of description and quality of visualisation of the on-line platform/portal (including demo access);
3. compatibility with the Court's requirements and importability of daily press review content from the tenderer's platform/portal;
4. completeness and quality of the sample of the media analysis report;
5. quality of machine translation offered.

8.2 Documents to provide relating to the Technical Offer

This part contains the documents which make it possible to evaluate the technical award criteria listed under point 8.1:

- Sample of the daily press review between 3 and 12 April 2017 included; the sample must be also included in the on-line platform offered. The list of keywords (name of the Court in all EU official languages, keywords to be used in relation to the period in all EU official languages) will be provided by the Court at written request, to be sent to the e-mail address: eca-procurement.service@eca.europa.eu.
- Description and visualisation of the on-line portal/platform. Demo access to the tool is required, with possibility to perform keyword searches in all EU languages. The tenderer must also include information about possibility of access via mobile equipment and way of producing/extracting reports mentioned in the tender.
- Sample of the quarterly media analysis report to be provided.
- The tenderer must demonstrate machine translation into English accessible via the on-line platform/portal offered by the tenderer. The articles to be translated are included in Annex 2. The translations must be based on the same methods offered to the ECA in the frame of this contract. The source languages for the sample will be: Bulgarian, German, Estonian and Slovenian.
- The tenderer must include information on the full compatibility and importability of the materials from its platform/portal with the ECA internal press review will be assured. The sample of current ECA internal press review is presented in Annex 1. In case of need to provide the adjustments mentioned, the scope and description of actions needed must be provided and the price must be included in price offered.

8.3 Evaluation of the Technical Offer

The technical award criteria are intended to assess the quality of the tenders based on the proposal of the tenderer. The technical evaluation will be based on the following criteria.

No	Technical award criteria	Weighting (maximum points)	Threshold
1.	Completeness, quality and readability of a sample of daily press review: the sample must detect the relevant articles concerning the Court published in the period of reference and must cover all the aspects requested under point 1.2.3 of Part B. The completeness of the title, opening paragraph and initial mention of the ECA (in the original language and in English) will also be evaluated. The readability (extent to which the articles are presented in a structured way) will also be	30	20

	<p>evaluated.</p> <p>The points will be awarded as follows:</p> <ul style="list-style-type: none"> - coverage of online media (maximum 12 points); - coverage of social media, Facebook and Twitter are essential (maximum 12 points); - coverage of print media (maximum 6 points). 		
2.	<p>Completeness of description and quality of visualisation of the on-line platform/portal (including demo access):</p> <ul style="list-style-type: none"> - exhaustiveness of the description (10 points); - correspondence of the platform to the description (10 points); - ease of use of the platform (10 points). 	30	20
3.	<p>Compatibility with the Court's requirements and importability of daily press review content from the tenderer's platform/portal.</p> <ul style="list-style-type: none"> - Compliance with the visual identity of the Court (5 points); - Ease of export to MS Word for further editing (5 points); - Ease of sharing the content of social media further (5 points). 	15	10
4.	<p>Completeness and quality of the sample of the media analysis report: in order to reach the threshold the sample shall cover at</p>	15	10

	least half of the aspects mentioned in point 1.3.1 of Part B and must be exportable for the Court's use.		
5.	Quality of machine translation offered: understandability of translation, respect of the syntax structure of the target language, and recognition of special characters will be evaluated.	10	5
Total number of points		100	65

The result of the technical evaluation is the sum of the number of points obtained as a result of the evaluation of each criterion. Only those bids which are awarded enough points to pass the threshold for each criterion will be considered for the award of the contract.

9. CHAPTER FIVE: FINANCIAL OFFER

For the financial tender, the tenderer must use the price schedule in Annex 3 – Form 7.

The financial tender must fulfil the following requirements:

- **prices must be expressed in euro;**
- prices should be expressed to a **maximum of [2] decimal places;**
- the prices shall be calculated to cover all the expenditure borne by the Contractor in the performance of the Contract, including travel and subsistence expenses;
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT,** as the European Union is exempt from such charges in the Member States under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ C 83 of 30 March 2010). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

9.1 Evaluation of the Financial Offer

During this phase the financial offer will be verified for fulfilment of the requirements.

10. FINAL EVALUATION

In order to identify the tender presenting the best value for money, quality will be given a weighting of 60% and price will be given a weighting of 40% in accordance with the following formula, using only data from tenders that have reached the final evaluation stage:

$$\text{Score for tender X} = \frac{\text{cheapest price}}{\text{Price of tender X}} * 40 + \frac{\text{Total quality score of tender X (out of 100)}}{100} * 60$$

In case the outcome of this exercise would lead to tenders with the same result (two (2) digits after the comma, with standard rounding (round half up), the market will be awarded to the tender with the lowest price (financial evaluation).

11. CHECK OF THE SUPPORTING DOCUMENTS

The tenderer whose tender offers the best value for money will be requested to provide the supporting documents for the "Declaration on honour on the exclusion criteria and selection criteria".

Within 10 days following the request he shall provide:

- administrative documents (see point 5);
- documents confirming absence of exclusion (see point 6);
- documents related to the legal capacity (see point 7.1);
- documents related to the economic and financial capacity (see point 7.2);
- documents related to the professional and technical capacity (see point 7.3).

If the tenderer does not react or provides the requested documents within the time-limit set out above, the tenderer may be rejected.

In the above situation, tenderers whose tenders offered the next-best value for money will be required to submit the mentioned above documents.

12. INFORMATION FOR TENDERERS

The Court will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Court will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate

commercial interests of economic operators, public or private, or might prejudice fair competition between them.

PART B. TECHNICAL SPECIFICATIONS

1. TASKS TO BE PERFORMED BY THE CONTRACTOR***1.1 Media monitoring services***

The contractor shall monitor the online and social media, blogs at EU level in the EU's 28 Member States as well as relevant English language online media in the rest of the world on a daily basis throughout the year, in order to provide complete daily press reviews and useful quarterly press analysis reports. The Court can also request the printed broadcast on demand and alerts on relevant articles behind paywalls. The Court can also request monitoring of broadcast media at extra cost, for details please refer to Additional services section in point 2 of Part B.

1.1.1 Methodology

The contractor must be able to deliver media monitoring results on the basis of keywords.

There are two types of keywords: permanent and variable.

The list of permanent keywords in all official EU languages will be provided by the Court to the contractor at the kick-off meeting. These keywords relate to the Court as an institution (full name, abbreviation / acronym, nick-name), Court's Members and any other area of interest (e.g. audit, EU budget).

The variable keywords on the Court's products (reports, publications or any other published communications) will be identified and provided by the Court at least 24 hours in advance of its publication. The Court estimates to provide the information to identify the variable keywords around 50 times a year. After having received the information from the Court, the contractor must be able to provide the established list of keywords at all times at least in the languages in which the Court provided information.

1.1.2 Sources for print and online media

At least one week before the contract execution starts, the contractor shall provide an up to date list of all (main and sector-specific) print, online and social media proposed to be covered in each country, including 3rd party websites e.g. NGOs, as well as the international news agencies proposed to be followed and which the tenderer considers representative for the purposes of the monitoring of the Court's media coverage. This list shall contain national, regional, sector-specific (e.g. agriculture, transport) and specialised media (e.g. audit magazines). This list will be binding for the contractor and will serve as a starting point for media monitoring services, however it should not be seen as exhaustive or limiting. The contractor must be able to add to the list any EU28 media the Court considers necessary at its own cost. The list provided will stay confidential.

1.1.3 Sources for social media

The contractor shall monitor the social media in all languages and deliver the monitoring results in the original languages, with the title / post in English (machine translation accepted). Social media covered are: Twitter, Facebook, YouTube, Google+, Gmail+, Instagram, YouTube, wikis, blogs, forums and comments on newspaper websites. Any other relevant social media can be added upon request at no extra cost. Special attention should be paid to those blogs related to EU affairs and the audit sector.

1.1.4 Media monitoring languages

The contractor shall provide the media monitoring services (print, online, social) in all the specified languages. These languages are: English, French, German, Italian, Spanish, Dutch, Finnish, Swedish, Danish, Portuguese, Polish, Czech, Slovak, Hungarian, Slovenian, Croatian, Greek, Bulgarian, Romanian, Lithuanian, Latvian, Estonian, Maltese. The contractor shall provide machine translation from non-English material to English in real time (it means once material appeared in the platform the machine into English shall be also available). Other languages (European and non-European languages) could be requested from time to time for a limited period of time at extra cost – for details please refer to Additional services section in point 2.

1.2 Daily media reporting services – press reviews

The contractor shall report the media monitoring results (press review) to the Court's every working day of the week, Monday to Friday, apart from the following public holidays – 1 January, Easter Monday, 1 May and 25 December. The press review will contain the monitoring results of the morning press and those results of the previous day, which have not been included in the previous press review. The day after the holidays, the press review shall contain the press coverage, which was not reported on during the holidays. Monday's press review will contain all the monitoring results for Friday (which have not been included in the Friday's press review), Saturday and Sunday.

1.2.1 Reporting frequency

The contractor shall deliver the media monitoring results (press review) **once a day**. During periods of expected increased media coverage (as for instance the week following the publication of the Annual Report or in any special event) the Court reserves the right to request reporting results to be provided more frequently without extra costs.

1.2.2 Reporting deadline

The contractor will have to deliver media monitoring results (press review) by a specified time (8.00 am, local time in Luxembourg (CET/CEST)). The attention of the tenderers is drawn to the fact that more than 10 instances of delaying in the timely provision of the press review might cause the application of penalties as specified in Article I.8 of the draft contract.

1.2.3 Quality requirements

The media monitoring results (press review) shall be provided in form of email notifications directly to a specified number of Court's staff (+/- 10 persons). These notifications shall have a form of a daily press review on the Court's presence in the media. This press review shall contain at least the following items:

For online media:

- source, country, date
- embedded link through which the full article will be accessible
- title, the opening paragraph and initial mention of the Court in the article in original language
- title, the opening paragraph and initial mention of the Court in the article in English (machine translation will be acceptable for these purposes)

For social media:

- source, country, date
- embedded link through which the post/comment from the social network will be accessible
- post in English (machine translation will be acceptable for these purposes)
- for Twitter, the tweets marked as influential shall be indicated

For print media:

- source, country, date
- the relative visibility of the article (e.g. page number, size, position on the page, presence of a photo)
- embedded links through which the full article will be accessible (as a pdf document or in another readable format)
- title, the opening paragraph and initial mention of the Court in the article in original language
- title, the opening paragraph and initial mention of the Court in the article in English (machine translation will be acceptable for these purposes)

In instances where the Court finds that important media items from the coverage of the day have not been included, it might request that the tenderer provides these without additional cost in the press review of the following day.

The notification must respect the Court's requirements concerning layout and formatting. The example of required format on the basis of current press review is pictured in Annex 1.

The final press review will be distributed internally by Court's services to the staff.

The attention of the tenderers is drawn to the fact that more than five (5) instances of daily reviews provided in lower quality than requested (f.ex. broken links, source missing) might cause the application of penalties as specified in Article I.8 of the draft contract.

1.3 Quaterly and additional media reporting services – press analysis reports

In addition to the daily press reviews, the contractor shall also provide on a quaterly basis customised reports about the qualitative and quantitative aspects of the articles monitored (i.e. descriptive press analysis). The Court shall also request a separate additional report on results of monitoring following publication of Annual Report. In total five reports shall be provided each year.

1.3.1 Quality requirements

The qualitative analysis shall reflect among others following aspects:

- types of article,
- number of articles,
- number of mentions,
- authors,
- top countries,
- prominence by country,
- tonality by country,
- key message inclusion,
- image positivity/negativity,
- presence in key media.

The report shall also enable statistics to be exported for the Court's use. The qualitative analysis may be automated. But tenderers should take note that coverage of the Court's reports tends to focus on negative findings rather than on positive recommendations. Thus, automation would need to be carefully calibrated to avoid erroneous tonality results.

The qualitative analysis must also contain information regarding the positioning of the Court in the articles (i.e. in which part of the article did it appear): headline, first paragraph, prominent or passing mention, as well as information regarding the use of impact factors such as photos or graphs.

The quantitative analysis must, as a minimum, show the total number of articles broken down by Members mentioned, country, weeks of the month. It must also be related to a set of keywords and present the coverage per country graphically. It must include the readership (per medium and in total) to which the Court coverage was exposed. The reports shall be drafted in clear and professional English and be provided as pdf by email and electronic format on the platform.

1.3.2 Deadline and acceptance

The quaterly press analysis report shall be delivered within 10 (ten) working days following the end of the quarter to which it refers. The Court will have five (5) working days to approve the report or to request changes. If the report is not accepted by the Court due to an insufficient quality, the Contractor will have a maximum of five (5) working days to deliver an improved version.

The additional press analysis report shall be delivered within 5 (five) working days following the month after publication of Annual Report. The Court will have five (5) working days to approve the report or to request changes. If the report is not accepted by the Court due to an insufficient quality, the Contractor will have a maximum of five (5) working days to deliver an

improved version. The final report must be delivered and approved before end of 6 (six) week following publication of Annual Report.

1.4 Provision of online platform

The contractor will be in charge of providing a **secure, easy-to-use** and **user-friendly** online media monitoring portal/platform which will contain all monitoring results (thus fulfilling the role of an online archive). This online platform shall be compatible with Court's IT platforms (currently based on the Microsoft SharePoint technology) and shall enable internal sharing of the monitoring results by the Court's staff. The monitoring results must be capable of being downloaded from the archive electronically in Excel or any other appropriate format. The tenderer must demonstrate that the tool offered is tried and tested and has already been used for media monitoring services.

The platform must enable statistics to be broken down by country, groups of countries, date, time period, language, main media and type of the the Court's publication (Annual Report, special report, Court in general) to be identified together with the Court.

This online platform containing all articles monitored must be available 24h/7 all days of the year and shall be accessible from any PC and laptop, preferably also from mobile. The access shall be given to unlimited number of Court's staff and Members, who shall be able to view and download the monitoring results by various criteria, such as country, type of media, publishing date, title, etc. An alert function sending an e-mail about an article appearing in the portal/platform in real time to a specified addressee would be desirable.

On request of the Court, the platform must be customized to the Court's needs.

1.5 Account Manager and Helpdesk services

The contractor shall appoint dedicated experienced account manager available to limited number of dedicated Court's staff to assure smooth co-operation and execution of contract. The person must be reachable during normal working hours.

The contractor will be in charge of providing helpdesk services in case of technical problems with the delivery and availability of products and services. The dedicated helpdesk services must be provided on all working days of the Court between 8:00 am and 10:00 am local time in Luxembourg (CET/CEST) in English. For that purpose the contractor will indicate a phone number and email address which must be available during the indicated time. Additionally, the contractor must assure access to an emergency hotline dealing with problems on working days from 8.00 to 18.00.

1.6 Training services for ECA staff

The Court expects the contractor to provide initial training, so that the Court's staff can make best use of press reviews, the portal and the analysis reports. The training shall take place in Luxembourg and shall not exceed five (5) days in the first year and three (3) days in any subsequent year.

It is reminded that all the services required under point 1 of Part B shall exclusively be covered by an annual flat rate to be indicated in the Financial offer (see: Price schedule - Annex 3 – Form 6).

2. ADDITIONAL SERVICES

The Court may ask the Contractor to provide consultancy services linked to the subject matter of the contract, for a maximum of 10% of the contract value. The consultancy services are additional services – they will be ordered only if a need arises, by issuing of a Purchase Order (no direct obligation on the part of the Court as regards the purchase of the services; it is only their implementation through a Purchase Order that is binding on the part of the Court – see Article I.4.4 of the draft contract).

The tenderers are requested to provide in the financial offer the unit price for one (1) day of consultancy services (see: Price schedule - Annex 3 – Form 6). The Contractor will be entitled to compensation for the days worked at the unit prices defined in the Financial Offer.

3. EXECUTION OF THE CONTRACT

3.1 *Project monitoring*

The Contractor shall designate the Project Leader who will have an overall responsibility for the execution of the contract. The designated person shall be identical with the person proposed during selection phase. Any changes of Project Leader require a written approval of the Court.

The Court will designate Project Manager responsible for the monitoring of the proper execution of the contract.

The communication during the implementation of the service contract will be held by online means of communication (e.g. by phone, videoconferencing facilities or email). All parties shall be involved in all communication during the project's execution.

3.2 *Meetings*

The start of the project will be formalized by a kick-off meeting which will take place in Luxembourg within two (2) weeks following the entry into force of the Contract. The purpose of the kick-off meeting is to discuss and fine-tune the list of sources and the list of keywords as well as to discuss all aspects concerning the online platform.

At the end of each year, annual meeting might be organised via call or videoconference.

Additional meetings may be organized on an ad-hoc basis whenever required and arranged via call or videoconference.

If during the execution of the contract a need for a face to face meeting between the Contractor and the Court arises, and the Contractor will have to travel to Luxembourg, he will be entitled to reimbursement of the travel and/or subsistence costs in accordance with art. 5.3. of General Conditions of the draft contract.

3.3 *Working languages*

The working language for this project will be English.

4. COPYRIGHT AND INTELLECTUAL PROPERTY ISSUES

Compliance with copyright law and other intellectual property legislation is of utmost importance for the Court. When providing the services, the contractor has to ensure compliance with the applicable copyright and other intellectual property legislation.

Tenderers should note that all copyright costs relating to possible internal storage and to internal distribution to Court's staff and Members of copyright-protected material, which originates from third parties and not from the tenderer, shall be included in the pricing of this call for tender.

5. COPYRIGHTS CONCERNING CLIPPINGS FROM PRINT MEDIA

The tenderer guarantees that he has obtained or will obtain, prior to providing the services, the rights and authorisations to upload into the Court's media monitoring platform (archive) and to send by all means of telecommunication (including, but not limited to electronic and ordinary mail) to the Court the clippings from the print media.

To the extent possible under the applicable legislation, the tenderer shall be requested to obtain for and to transfer to the Court the right(s) to display the clippings from the print media in an electronic media monitoring platform solely accessible to the number of defined recipients or alternatively to display the clippings' titles only, or still to store the clippings in electronic form for a period to be determined (given by the tenderer), unless longer storage right have been acquired by the Court.

If the tenderer deems it necessary, in particular in relation to copyright issues, the Court can disclose the list of all media and news agencies subscriptions it possesses, as well as their scope.

6. COPYRIGHTS CONCERNING ON-LINE MEDIA

The tenderer will be asked to guarantee that he has obtained or will obtain for and transfer to the Court all the necessary rights and authorisations related to the use of the online media as described in this tender, including the right to display the relevant items in an electronic media monitoring platform solely accessible by Court's staff and Members.

7. COPYRIGHTS CONCERNING REPORTS

The contractor shall transfer to the Court all rights relating to the press review and media analysis reports and guarantee that the Court is entitled to freely use these reports for copying and distribution, either on paper or on any digital format, and to store them for an unlimited period of time. The Court can also amend or translate the media analysis reports at its own initiative.

8. LIABILITY

The contractor shall hold the Court's harmless and shall provide compensation in the event of any action, claim or proceeding brought against the Court by a third party as a result of damage caused by the contractor in performance of the Contract, especially due to the fact that the contractor would not hold the rights and authorisations required under the contract to be

concluded. In the event of any action brought by a third party against the Court in connection with performance of the contract, the contractor shall assist the Court.

ANNEXES :

Annex 1: Sample of the current daily press review distributed internally

Annex 2: Articles to be translated using methods offered to the Court