



# **The European Court of Auditors**

**Directorate of Presidency**

## **Open call for tenders No AO 56**

**Media monitoring services**

### **ANNEX 2**

## **TENDER SPECIFICATIONS**

**August 2013**

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## **PART A. ADMINISTRATIVE PROVISIONS**

### **1. PRELIMINARY INFORMATION CONCERNING THE CALL FOR TENDERS**

This call for tenders follows the publication of:

- the contract notice in OJ S – **2013/S 149-258296** of 2<sup>nd</sup> August 2013.

This call for tenders has been issued by the European Court of Auditors (hereafter referred to as ECA), who will sign the contract and monitor its implementation.

#### **1.1. Subject of the call for tenders**

This call for tenders is aiming to award a service contract related to provision of media monitoring and media reporting services. For details concerning the services to be provided, please refer to section B.

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

The contract shall enter into force on the date on which it is signed by the last contracting party. It is expected to be signed in the fourth quarter of 2013.

The contract will be signed for 12 months. 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 EUR 200 000 for four years.

### **2. PARTICIPATION IN THIS CALL FOR TENDERS**

The competition is open to companies that have the necessary skills and expertise for the provision of the requested services. These can be legal entities coming within the scope of the Treaties but no legal entity coming from a third country shall be accepted.

### **3. ASSESSMENT**

The assessment of tenderers and tenders takes place in three (3) main stages, whose aims are:

- to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract (see section 7);
- to check, in the second stage (selection criteria), the legal, economic and financial capacity and the technical and professional capacity of each tenderer who has passed the first stage (see section 8);
- to assess, on the basis of the award criteria, each tender which has passed the first and second stages (see sections 9 and 10).

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

#### 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. 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. STRUCTURE OF THE TENDER

All tenders must be presented in five (5) chapters (see Annex 3 to the invitation to tender - model of offer):

*Chapter One: administrative information*

*Chapter Two: exclusion criteria*

*Chapter Three: selection criteria*

*Chapter Four: award criteria - technical offer*

*Chapter Five: award criteria - financial offer*

Chapters One to Four, on the one hand, and Chapter Five, on the other hand, must be submitted in two (2) separate sealed envelopes, which together are placed in double sealed envelopes as described in the invitation to tender. Each inner envelope must clearly indicate its contents (“Chapters One to Four” or “Chapter Five”).

Please observe that all documentation has to be provided on paper in **triplicate** (original and two copies), in **recto-verso** where possible.

#### 6. CHAPTER ONE: ADMINISTRATIVE INFORMATION

In Chapter One, the tenderer must provide the following documents:

- **covering letter** signed by an authorised representative of the tenderer, including name, address, fax number and e-mail address of the contact person responsible for submission of the tender;
- a **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. The form is provided in Annex 3 to the invitation to tender - Form 1;
- the **completed form for identification** of the tenderer as provided in Annex 3 to the invitation to tender - Form 2;
- in case of joint offer (see section 13.1)

A **declaration** based on the model agreement on the “Power of Attorney” (Annex 3 - Form 3), signed by the authorised representatives of **all** the partners of the joint offer including the:

- 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.
- in case of subcontracting (see section 13.3)  
The **questionnaire for subcontracting** (Annex 3 - Form 4) must be provided signed by an authorised representative of the tenderer and of the subcontractor.

## 7. CHAPTER TWO: EXCLUSION CRITERIA

### 7.1. Exclusion from participating in procurement procedures

In accordance with Article 106 of the European Parliament and of the Council Regulation No 966/2012 of 25 October 2012 **on the financial rules applicable to the general budget of the Union** – hereinafter referred to as “the Financial Regulation” (OJ L 298/1 of 26 October 2012) and repealing Council Regulation (EC, Euratom No 1605/2002), tenderers shall be excluded from the selection and award procedures if they:

- a) are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; or
- b) have been or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata; or
- c) have been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the EIB and international organisations; or
- d) are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed; or
- e) have been or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests; or
- f) are subject to an administrative penalty referred to in Article 109(1) of the Financial Regulation.

Points (a) to (d) shall not apply in the case of the purchase of supplies on particularly advantageous terms from a supplier which is definitively winding up its business activities or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

Points (b) and (e) shall not apply where the candidates or tenderers can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control over them, who are subject to a judgement as referred to in points (b) or (e).

## 7.2. Exclusion from awarding of the contract

No contract will be awarded to tenderers who, at the time when contracts are being awarded under this procedure:

- a) have a conflict of interest. The ECA must ensure that the tenderers do not, at the time of submitting a tender, have any conflict of interest in connection with this call for tenders, a conflict of interest possibly arising in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest. The ECA reserves the right to assess whether a conflict of interest exists.

Tenderers are asked to declare:

- that they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
  - that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
  - that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- b) if the information provided to the ECA within the context of this call for tenders is not accurate, sincere and complete;
  - c) if the tenderers are in any of the situations described in paragraph 7.1. a) to f) above.

## 7.3. Evidence related to the exclusion criteria

As evidence related to the exclusion criteria:

- a) Tenderers shall provide the **declaration of honour** (Annex 3 - Form 5), duly signed and dated, stating that they are not in one of the situations described above. However, the ECA reserves the right to verify the information.
- b) The tenderer to whom the contract is to be awarded shall provide, within ten (10) days preceding the signature of the contract, the evidence referred to in the following paragraph, confirming the declaration of honour.
- c) The contracting authority will accept, as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in paragraph 7.1., a), b) or e), an extract from the judicial record or, failing that, an equivalent document issued by a judicial or administrative authority in the country of origin or provenance, showing that those requirements are satisfied.
- d) The contracting authority will accept, as satisfactory evidence that the tenderer is not in one of the situations described in paragraph 7.1. d), a certificate issued by the competent authority of the Member State concerned.
- e) Where no such document or certificate is issued by the country concerned and for other cases of exclusion referred to in cases laid down in paragraph 7.1. above, it may be replaced by a sworn or, failing that, a solemn statement made by the interested

party before a judicial or administrative authority, a notary or a qualified professional body in his or her country of origin or provenance.

These documents or certificates must be valid on the closing date for receipt of tenders, and in any case, they must have been delivered less than twelve (12) months before this closing date.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in a) and c) above must relate to legal persons and natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

The ECA reserves the right to request additional evidence in relation to the tender submitted for clarification or verification purposes within a time-limit stipulated in its request.

For the purpose of the correct application of paragraphs 7.1, and 7.2. above, the tenderer, whenever requested by the ECA at any stage of the evaluation procedure, must, where the tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity.

## **8. CHAPTER THREE: SELECTION CRITERIA**

Selection of the tenderer suitable for award of the contract will be based on an assessment of the tenderer's:

- legal capacity,
- economic and financial capacity and
- technical and professional capacity

to carry out the tasks set out in the tender specifications throughout the duration of the contract.

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 ECA 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 ECA 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.

The ECA reserves the right to request additional evidence in relation to the tender submitted for clarification or verification purposes within a time-limit stipulated in its request.

Tenders may be submitted individually or in association with third parties (see point 13).

### **8.1. Legal capacity**

Legal capacity will be assessed on the basis of the following documents:

- 1) Document of incorporation and the company's statutes (with last updates);
- 2) Proof of entry on the professional or trade register under the conditions laid down by legislation in the country in which the tenderers reside;



## 8.2. 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 ECA 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.

In respect of the contract which is the subject of this invitation to tender, the ECA furthermore requires tenderers to have a minimum financial and economic capacity, which will be assessed on the basis of the following information:

- the average annual turnover concerning the **services similar to those covered by this call for tenders** must be minimum 150 000 EUR over the past three (3) years.
- overall operating profit over the last three financial years;

Financial and economic capacity will be assessed on the basis of the information included in the following documents, to be supplied by tenderers:

- a) audited financial statements for the last three (3) financial years;
- b) a document stating the turnover relating to the services comparable to those mentioned in this call for tenders carried out by the tenderer over the past three (3) years.

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

## 8.3. 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 ECA 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.

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

- the tenderer should have at least three (3) years' **proven** experience in provision of media monitoring and media reporting services similar to those required by this contract (covering print, online and social media in most of the official EU languages) to international companies or organisations operating on European level.
- the tenderer should have executed at least 3 (three) similar contracts/projects.
- the project leader must have three (3) years' proven experience in managing of media monitoring and media reporting contracts and shall be proficient in English (equivalent to proficient user (C) of CEFR).
- the tenderer should have technical facilities required to perform the contract:

a tool/software to perform keyword searches in all EU languages in print, online and social media. The tenderer should demonstrate that this tool has already been used for comparable services.

The technical and professional capacity of economic operators will be substantiated by the following documents:

- a) a list of minimum three (3) similar international media monitoring and reporting contracts carried out in the past three (3) years, with description of the contract, dates, value and recipients (see Annex 3 – Form 6). The tenderer shall indicate in which contract the tool/software mentioned above was used.
- b) at least one (1) example of a media analysis report (including qualitative and quantitative analysis) that the tenderer has already developed for its clients in the past three years;
- c) CV for project leader;
- d) technical description of the tools to be employed by the tenderers to provide services.

## **9. 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 and which meet the selection criteria.

The contract will be awarded to the tenderer who submits the most economically advantageous tender as determined in point 11 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.

### **9.1. Documents to provide relating to the Technical Offer**

This part has to contain the documents showing the merits of the tender, to make it possible to evaluate the technical award criteria.

- a) Source list

The tenderers shall provide a list of all (main and sector-specific) print, online and social media proposed to be covered in each country as well as the international news agencies proposed to be followed for the purposes of monitoring ECA media coverage.

- b) Approach and tools used

The tenderers shall describe approach and tools that will be used by them to carry out the media monitoring services through the **use of the online platform** for the daily press review & monthly press analysis. The tenderers shall describe the processes they will carry out, in particular the use of online platform from the users' point of view, to ensure the completeness and timeliness of the coverage for both the daily press review and monthly press analysis. In particular, tenderers should indicate which elements of the process are automated and which require manual intervention.

c) Results-based proposal for daily press review and monthly press analysis

The tenderers shall provide complete media monitoring results (daily press review) for the media articles related to the three (3) recent ECA special reports, which may be found on our website (eca.europa.eu), in all languages in which the articles appeared and drawn from print, online and social media sources. The reporting period shall encompass five (5) working days after the publication date of each report. These three special reports are: Special Report No 3 (Marco Polo programmes), Special Report 4 (EU Cooperation with Egypt), Special Report 5 (EU Cohesion Policy on Roads). As part of the technical offer, the tenderers shall also provide a qualitative press analysis report, which the contract will require on a monthly basis, based on these three (3) special reports. The tenderer will provide the media monitoring results in the form, which will be considered as the tenderer's proposal for the structure of the daily press review and the monthly quantitative & qualitative analysis.

## 9.2. 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 criteria concerning the ability or capacity of the tenderers such as previous experience, professional qualifications and references, which are taken into account for the evaluation of the selection criteria, will not be taken into account for the evaluation of the award criteria. The technical evaluation will be based on the following criteria.

No	Technical award criteria	Weighting (maximum points)	Threshold
1.	Relevancy and completeness of sources: countries, languages, type of media (print, online, social media).	25	12,5
2.	Quality of approach and tools proposed for monitoring & reporting – robustness and reliability of processes used; usability of the online platform <sup>1</sup> , sensible balance between automated and manual processes.	25	12,5
3.	Quality of proposal for daily press review and monthly press analysis: presentation & completeness of the reports.	50	25

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 at least half the points for each criterion will be considered for the award of the contract.

<sup>1</sup> See Part B: 2.4 for further information regarding the requirements for the media monitoring online platform.

## 10. CHAPTER FIVE: AWARD CRITERIA – FINANCIAL OFFER

### 10.1. Documents to provide relating to the Financial Offer

For the Financial Offer, the tenderers are required to use Form 7 in Annex 3 to the invitation to tender.

**The annual flat rate to be indicated in the Financial offer (Price schedule - Annex 3 – Form 7) is all-inclusive and shall cover all services required (except for the additional services – point 3 of the technical specifications).**

The Financial Offer must fulfil the following requirements:

- **prices must be expressed in euro;**
- prices should be expressed to a **maximum of two (2) decimal places;**
- **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 ECA of Auditors 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 its national authorities to clarify the way in which the European Union is exempt from VAT.

### 10.2. Evaluation of the Financial Offer

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

## 11. FINAL EVALUATION

Only those tenders that have passed the previous stages will be considered for this final evaluation.

The contract will be awarded to the tenderer with the **most economically advantageous tender**.

In order to identify the tender presenting the best value for money, quality will be given a weighting of 70 % and price will be given a weighting of 30% in accordance with the following formula, using only data from tenders that have reached the final evaluation stage:

$$\text{Score for tender X} = \frac{\text{cheapest price}}{\text{Price of tender X}} * 30 + \frac{\text{Total quality score of tender X}}{100} * 70$$

## **12. INFORMATION FOR TENDERERS**

The ECA 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 ECA 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.

## **13. JOINT OFFERS AND SUBCONTRACTING**

This point only applies for tenders involving joint tenders or subcontracting. If this is not the case, please continue to the next chapter.

Where a tender involves several legal entities, they may choose between:

- making a joint offer, in which case all the economic operators must be considered as partners and, if theirs is the successful tender, as contractors (in this case, one of the partner's must be put forward as co-ordinator to manage the contract); and
- making a tender in the name of only one tenderer, who is then the sole contractor if the tender is successful, the other legal entities being considered as subcontractors or freelancers.

### **13.1. Joint offer**

Partners in a joint offer assume joint and several liability towards the ECA for the performance of the contract as a whole. Statements saying, for instance:

- that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or
- that more than one contract should be signed if the joint tender is successful,

are thus incompatible with the principle of joint and several liability.

The ECA will disregard any such statement contained in a joint tender, and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with the tendering Specifications.

In the case of a joint offer, one of the partners of the joint offer (co-ordinator) should be given power of attorney to represent the other parties to sign and administrate the contract.

If the joint tender is selected the, partners may be required to adopt a given legal form after they have been awarded the contract if this change is necessary for proper performance of the contract.

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.

### 13.2. Documents to submit – joint offer

In the case of a joint offer, the following documents must be provided:

#### Chapter one: administrative information

1. A **declaration** based on the model agreement on the “Power of Attorney” attached in Annex 3 - Form 3, signed by the legal representatives of all the partners of the joint offer including the:

- 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.

2. If the partners of the joint offer have already set up a consortium or similar entity to that end, they should state this in their tender, together with any other relevant information and connected documentation.

3. The **form for identification** (Annex 3 – Form 2) of the tenderer must be provided by each partner of the joint offer.

*Only the co-ordinator must return the financial identification form.*

#### Chapter two: exclusion criteria

4. Each partner of the joint offer must fill in and return the **declaration of honour** (Annex 3 – Form 5). Each partner of the consortium to whom the contract is to be awarded shall provide, within ten (10) days preceding the signature of the contract, the evidence referred to in point 7.3, confirming the declaration of honour.

#### Chapter three: selection criteria

5. Each of the partners of the joint offer must provide the documents regarding the legal capacity:

- Document of incorporation and the company’s statutes (as amended);
- Proof of entry on the professional or trade register under the conditions laid down by legislation in the country in which the tenderers reside;

6. Each of the partners of the joint offer must provide the documents regarding the economic and financial capacity:

- balance sheets and profit and loss accounts for the last three years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- a document stating the overall turnover and the turnover relating to the services involved in this contract carried out by the tenderer over the past three years.

*The documents concerning the professional and technical capacity have to be completed once for all the partners of a joint offer, but it must be indicated to which partner the described capacities belong.*

## Chapters Four and Five: award criteria

*The documents relating to the award criteria shall be provided once by the co-ordinator representing the consortium.*

### 13.3. Subcontracting

If certain tasks provided for in the contract are entrusted to subcontractors, the contractor retains full liability towards the ECA for performance of the contract as a whole. Accordingly:

- the ECA 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 ECA on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need the ECA's express authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original tender.

The authorising officer responsible reserves the right to accept or reject the proposed subcontractor. In order to do so he *may demand* the requisite proof to establish whether the subcontractor(s) complies/comply with the requisite criteria. The ECA's authorisation will always be granted in writing.

The ECA is entitled to reject any subcontractor who does not comply with the exclusion and/or selection criteria.

If the contract is awarded to a tenderer who proposes a subcontractor in his tender, this equates to giving consent for the subcontracting.

### 13.4. Documents to submit – subcontracting

If the tender envisages subcontracting, it must include the following.

#### Chapter one: administrative information

1. The **questionnaire for subcontracting** provided in Annex 3 – Form 4, including a letter of intent signed by a legal representative of the tenderer and of subcontractor. Please provide as many **questionnaires** as there are subcontractors.

#### Chapter two: exclusion criteria

2. Subcontractors must provide the duly signed **declaration of honour** (Annex 3 – Form 5). In case of doubt on this declaration of honour, the ECA will request the evidence referred to in paragraph 7.3.

#### Chapter three: selection criteria

3. During the contract award procedure or performance of the contract the European Court of Auditors *reserves the right to require* tenderers to supply information about the legal, financial, economic, technical and professional capacity of the proposed subcontractor(s).

4. However, in case the tenderer relies on the capacities of subcontractors/freelancers for fulfilling the selection criteria as indicated in the questionnaire for subcontracting (Annex 3 –

Form 4) the documents related to the professional and technical capacity as defined in point 8.3 shall be provided.

**Chapters four and five: award criteria**

*The documents relating to the award criteria shall be provided only by the tenderer.*



## **PART B. TECHNICAL SPECIFICATIONS**

### **1. DESCRIPTION OF THE CALL FOR TENDERS**

The European Court of Auditors (ECA) is an institution of the European Union, established to audit the EU's finances. Our 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 ECA 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 ECA (including the ECA President and Members) and the EU are reported in the media, and a monthly 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 150 press articles from all 28 EU Member States. The extent of coverage in social media is unknown. The articles relate to the ECA as an institution, its products, and other areas of interest.

### **2. TASKS TO BE PERFORMED BY THE CONTRACTOR**

#### **2.1. Media monitoring services**

The contractor shall monitor the print, online and social media 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 monthly press analysis reports.

##### *2.1.1. 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 ECA to the contractor at the kick-off meeting. These keywords relate to the ECA as an institution (full name, abbreviation / acronym, nick-name), ECA Members, ECA products (reports, publications or any other published communications) and any other area of interest (e.g. audit, EU budget).

The variable keywords will be identified by the contractor on the basis of information (for example press release in all languages) provided by ECA at least 24 hours in advance of its publication. The ECA estimates to provide the information to identify the variable keywords

max. 50 times a year. After having received the information from ECA, the contractor must be able to provide the established list of keywords at all times at least in the languages in which ECA provided information.

The number and length of the keywords shall be unlimited. In order to further develop the keywords provided by the ECA, consultancy services from the contractor might be needed (see point 3 of Technical specifications).

#### *2.1.1. Sources for print and online media*

As part of the technical offer (see point 9.1), the tenderer shall provide a list of all (main and sector-specific) print, online and social media proposed to be covered in each country, including 3<sup>rd</sup> 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 ECA 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 contractor and will serve as a starting point for media monitoring services, however it shouldn't be seen as exhaustive or limiting. The contractor must be able to add to the list any EU28 media the ECA considers necessary at its own cost.

#### *2.1.2. 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 +, wikis, blogs, forums and comments on newspaper websites. Any other relevant social media can be added upon request at its own the cost of the contractor. Special attention should be paid to those blogs related to EU affairs and the audit sector.

#### *2.1.3. 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, Irish (Gaelic), Portuguese, Polish, Czech, Slovak, Hungarian, Slovenian, Croatian, Greek, Bulgarian, Romanian, Lithuanian, Latvian, Estonian, Maltese.

### **2.2. Daily media reporting services – press reviews**

The contractor shall report the media monitoring results to the ECA every working day of the week, Monday to Friday, apart from public holidays in Luxembourg (see Annex 1 to the specifications). 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.

### 2.2.1. 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 of the Annual report – 2<sup>nd</sup> week of November or in any special event) ECA reserves the right to request reporting results to be provided more frequently without extra costs.

### 2.2.2. Reporting deadline

The contractor will have to report on the monitored news by a specified time (9.30 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 liquidated damages as specified in Article I.12 of the draft contract.

### 2.2.3. Quality requirements

The media monitoring results shall be provided in form of email notifications directly to a number of ECA staff (currently 100 which might be increased at no extra costs). These notifications shall have a form of a daily press review on ECA'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 and the opening paragraph of the article in original language
- title and the opening paragraph 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 should 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 and, if possible, the opening paragraph of the article.
- title and, if possible, the opening paragraph of the articles shall be translated into English (machine translation will be acceptable for these purposes).

In instances where the ECA 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 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 liquidated damages as specified in Article I.12 of the draft contract.

### **2.3. Monthly media reporting services – press analysis reports**

In addition to the daily press reviews, the contractor will also have to provide on a monthly basis customised reports about the qualitative and quantitative aspects of the articles monitored (i.e. descriptive press analysis).

#### *2.3.1. Quality requirements*

The qualitative analysis should reflect among others the tonality of the coverage and the degree to which it is favourable and unfavourable towards the ECA as an institution and / or its reports as appropriate. The report shall also enable statistics to be included in the ECA Annual Activity report. The qualitative analysis may not be automated, as coverage of ECA reports tends to focus on negative findings rather than on positive recommendations. Thus, automation would return erroneous tonality results. The qualitative analysis should also contain information regarding the positioning of the ECA in the articles (e.g. in which part of the article did the ECA 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 should at least show the total of articles covered broken down by members, country, weeks of the month, if possible related to a set of keywords and present the coverage per country graphically. It should also try to take into account the readership (per medium and in total) to which the ECA coverage was exposed. The monthly reports shall be drafted in clear and professional English and provided as pdf by email and electronic format in the platform.

#### *2.3.2. Deadline and acceptance*

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

### **2.4. 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 ECA IT platforms (currently based on the Microsoft SharePoint technology) and shall enable internal sharing of the monitoring results by ECA staff. The monitoring results should be capable of being downloaded from the archive electronically in Excel or any other appropriate format.

The platform should enable different statistics broken down by country, group of countries, date, time period, language, if possible main media to be identified together with ECA.

This online platform containing all articles monitored shall be available 24/7 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 ECA staff and Members, who should be able to view and download the monitoring results by various criteria, such as country, type of media, publishing date, title, etc.

On request of ECA, attempts should be made to customise the platform to ECA's needs.

## **2.5. Helpdesk services**

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 helpdesk services must be provided on all working days of ECA between 9:00 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.

## **2.6. Training services for ECA staff**

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

**It is reminded that all the services required under point 2 shall exclusively be covered by an annual flat rate to be indicated in the Financial offer (see: Price schedule - Annex 3 – Form 7).**

## **3. ADDITIONAL SERVICES**

The Court may ask the Contractor to provide consultancy services. 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 ECA as regards the purchase of the services; it is only their implementation through a Purchase Order that is binding on the part of the ECA – 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 7). The Contractor will be entitled to compensation for the days worked at the unit prices defined in the Financial Offer.

## **4. EXECUTION OF THE CONTRACT**

### **4.1. 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 ECA.

The ECA 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.

#### **4.2. 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.

The price of the meetings shall be included in the annual flat rate (Annex 3 – Form 7).

#### **4.3. Working languages**

The working language for this project will be English.

### **5. COPYRIGHT AND INTELLECTUAL PROPERTY ISSUES**

Compliance with copyright law and other intellectual property legislation is of utmost importance for the ECA. 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 ECA staff and Members of copyright-protected material, which originates from third parties and not from the tenderer, should be included in the pricing of this call for tender.

#### **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 ECA's media monitoring platform (archive) and to send by all means of telecommunication (including, but not limited to electronic and ordinary mail) to the ECA the clippings from the print media.

To the extent possible under the applicable legislation, the tenderer will be requested to obtain for and to transfer to the ECA 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 ECA.

In Annex 2 to the specifications, the ECA provides the list of all media and news agencies subscriptions it possesses as well as their scope.

### **Copyrights concerning on-line media**

The tenderer will be asked to guarantee that he has obtained or will obtain for and transfer to the ECA 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 ECA staff and Members.

### **Copyrights concerning reports**

The contractor shall transfer to the ECA all rights relating to the press review and media analysis reports and guarantee that the ECA 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 ECA can also amend or translate the media analysis reports at its own initiative.

### **Liability**

The contractor shall hold the ECA harmless and shall provide compensation in the event of any action, claim or proceeding brought against the ECA 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 ECA in connection with performance of the contract, the contractor shall assist the ECA.

## **6. ANNEXES :**

Annex I: Calendar of public holidays in Luxembourg for 2013 and 2014

Annex II: List of all media and news agencies subscriptions

**Annex I:  
CALENDAR OF PUBLIC HOLIDAYS FOR 2013 AND 2014**

**2013**

	Date	Holiday
Tuesday	01/01/2013	New Year's Day
Friday	29/03/2013	Good Friday
Monday	01/04/2013	Easter Monday
Wednesday	01/05/2013	Labour Day
Thursday	09/05/2013	Ascension
Monday	20/05/2013	Whit Monday
Sunday	23/06/2013	Luxembourg National Holiday
Thursday	15/08/2013	Assumption
Friday	01/11/2013	All-Saint's Day
Tuesday	24/12/2013	Christmas Eve (afternoon)
Wednesday	25/12/2013	Christmas Day
Thursday	26/12/2013	St Stephen's Day / Boxing Day

**2014**

	Date	Holiday
Wednesday	01/01/2014	New Year's Day
Friday	18/04/2014	Good Friday
Monday	21/04/2014	Easter Monday
Thursday	01/05/2014	Labour Day
Thursday	29/05/2014	Ascension
Monday	09/06/2014	Whit Monday
Monday	23/06/2014	Luxembourg National Holiday
Friday	15/08/2014	Assumption
Saturday	01/11/2014	All-Saint's Day
Wednesday	24/12/2014	Christmas Eve (afternoon)
Thursday	25/12/2014	Christmas Day
Friday	26/12/2014	St Stephen's Day / Boxing Day

The Court of Auditors reserves the right to modify these arrangements, should the needs of service so require.



**Annex II:**  
**LIST OF ALL MEDIA AND NEWS AGENCIES SUBSCRIPTIONS**

**Subscriptions to Press Services:**

Europolitics (EN)  
 Europolitique (FR)  
 Agence Europe (EN-FR)  
 Library press display (Multilingual)  
 Dow Jones – Europa Aktuell (DE)  
 Agra Europe Online (EN)  
 Financial Times (EN)

In addition, the Court has limited access rights to Factiva, De Havilland (DOP), <http://www.eurointelligence.com/> (soon), Eurocomment, <http://www.journaldelenvironnement.net/>.

**Subscriptions for Periodicals:**

1. 01 Business : Paris : Groupe Tests, 2006-
2. Accountancy : The leading magazine for the accountancy world London: Wolters Kluwer, 2004
3. Accounting horizons. [Sarasota, Fla., etc.] : American Accounting Association, 2006-
4. The Accounting review. [Sarasota, Fla., etc.] : American Accounting Association, 2006-
5. Accounting, auditing & accountability journal. Bradford, West Yorkshire, England : MCB University Press, 2006-2010.
6. Accounting, organizations and society. Oxford : Elsevier, 2006-
7. Advances in developing human resources. London: Sage Publications, 2006-
8. Agenda Social : Le magazine de la Commission européenne sur l'emploi et les affaires sociales/ Publié en anglais, en français et en allemand par la direction générale de l'emploi, des affaires sociales et de légalité des chances de la Commission européenne. Luxembourg : OPOCE, 2009-
9. Agra Europe : l'agence d'information agro-économique. Bruxelles, Paris: Agro-Business Communications (ABC) - Groupe SIAC, 2010-
10. Agra-Europe : unabhängiger europäischer Presse- und Informationsdienst für Agrarpolitik und Agrarwirtschaft Bonn: Agra Europe Presse- und Informationsdienst, 2010-
11. Agrenda. Athens : AgroNews, 2013-
12. Agricoltura : Aspetti normativi e guida agli adempimenti / IPSOA. Milano: Wolters Kluwer Italia, 2004-
13. Akadeemia : Eesti Kirjanike Liidu kuukiri Tartus / SA Kultuurileht ; peatoimetaja Toomas Kiho, tegevtoimetaja Indrek Ude. Tartu : Kultuurileht, 2008-
14. The American Archivist / publ. by the Society of American Archivists. Chicago, IL: Society of American Archivists, 2012-
15. Amministrazione & finanza : Quindicinale di gestione, pianificazione e controllo aziendale. Milanofiori Assago : IPSOA, 2001-
16. Analyses économiques / Conseil d'Analyse économique. Paris : Documentation française, 2006-
17. Annual Report, Volume 1 - Activity Report / European Investment Bank Group. Luxembourg: European Investment Bank,

18. Archivaria : the journal of the Association of Canadian Archivists / General editor: Carolyn Heald. Ottawa, ON: Association of Canadian Archivists, 2010-
19. Archivi & computer : automazione e beni culturali. Trasparenza e gestione dei documenti / Direttore responsabile: Roberto Cerri. Corazzano: Titivillus, 2009-
20. Audit & Contrôle internes : La revue des professionnels de l'audit, du contrôle et des risques / IFACI. Paris : Institut de l'Audit Interne, 2008-
21. Audit and risk. London: Chartered Institute of Internal Auditors, 2011-
22. Auditing : a journal of practice and theory / American Accounting Association, Auditing Section. Sarasota, FL: American Accounting Association, 2011-
23. Auditoría pública. Vitoria-Gasteiz : OCEX, 2001-
24. Auszüge aus Presseartikeln / Deutsche Bundesbank. Frankfurt/M. : Deutsche Bundesbank, 2001-
25. Bankenstatistik : Statistisches Beiheft zum Monatsbericht 1 / Deutsche Bundesbank. Frankfurt/M. : Deutsche Bundesbank, 2001-
26. Behavioral research in accounting / Accounting, Behavior and Organizations Section of the American Accounting Association. Sarasota, FL : American Accounting Association, 2011-
27. Bestandserhebung über Direktinvestitionen : Statistische Sonderveröffentlichung 10 / Deutsche Bundesbank. Frankfurt/M. : Deutsche Bundesbank, 2012-
28. Bloomberg Business Week. New York: McGraw-Hill, 2009-
29. Bloomberg Markets. New York: Bloomberg, 2012-
30. Business Spotlight : das Magazin für Business-Englisch. Planegg : Spotlight Verlag, 2012-
31. Cahiers de droit européen. Bruxelles : Bruylant, 1965-
32. Centre for European Reform Bulletin : new ideas for a new Europe / Centre for European Reform. London : CER, 2001-
33. Centre for European Reform Essays : new ideas for a new Europe / Centre for European Reform. London : CER, 2001-
34. Centre for European Reform Policy Briefs: new ideas for a new Europe / Centre for European Reform. London : CER, 2001-
35. Centre for European Reform Report : new ideas for a new Europe / Centre for European Reform. London : CER, 2001-
36. Centre for European Reform working papers : new ideas for a new Europe / Centre for European Reform. London : CER, 2001-
37. Chip. München: Chip Communications, 2013-
38. Comma : International journal on archives - revue internationale des archives / ICA – International Council on Archives. Paris: ICA, 2010-
39. Common market law review. London : Stevens, 1977-
40. Comptabilité contrôle audit. Paris : Vuibert, 2006-
41. Comptes et revues / Cour des Comptes - Direction de la Documentation et des Archives Historiques. Paris : Cour des Comptes, 2004-
42. Contrats et marchés publics : actualité de l'achat public. Paris : LexisNexis 2009-
43. Il controllo nelle società e negli enti : linee guida per le attività di vigilanza sull'amministrazione e di controllo contabile / Rivista pubblicata con il patrocinio del Consiglio Nazionale dei Dottori commercialisti e degli Esperti contabili e con la collaborazione editoriale della Fondazione Istituto di Ricerca dei Dottori commercialisti e degli Esperti contabili. Milano : Giuffrè Editore, 2000-
44. Le courrier : le magazine des relations et coopérations Afrique, Caraïbes, Pacifique et Union Européenne. - Ed. française - Paris : GOPA-Cartermill, 2008-
45. Le courrier international : le magazine des relations et coopérations Afrique, Caraïbes, Pacifique et Union Européenne. - Ed. française - Paris : Le Monde Publications, 2009-

46. Dairy Markets : Global news and analysis. Incorporating Milk Products, Preserved Milk and Dairy Trade Review London : Agra Informa, 2010-
47. Études : Revue de culture contemporaine / par des Pères de la Compagnie de Jésus. Paris : SER-SA, 2008-
48. Deutsches Verwaltungsblatt. Köln : Carl Heymanns, -
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50. Devisenkursstatistik : Statistisches Beiheft zum Monatsbericht 5 / Deutsche Bundesbank. Frankfurt/M. : Deutsche Bundesbank, 2001-
51. Economie rurale : agricultures, alimentations, territoires / Societé française d'économie rurale. Paris : SFER, 2012-
52. The Economist. London: The Economist, 2001-
53. EIB Papers / publ. each year by the Economic and Financial Studies Division of the European Investment Bank. Ed. Hubert Strauss. Luxembourg: European Investment Bank, 2003-
54. Eipascope. Maastricht : EIPA, 2001-
55. L' éleveur laitier / Groupe France Agricole. Paris: Groupe France Agricole, 2012-
56. Enjeux : le mensuel français de la normalisation / AFNOR. - Ed. française - Paris : AFNOR, 2007-
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58. Espace social européen / Observatoire européen de la protection sociale. Paris : Observatoire européen de la protection sociale, -
59. Les Études de la Documentation française. Paris : Documentation française, 2004-
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61. Eucrium : the European Criminal Law Associations' Forum / represented by Director Ulrich Sieber. Freiburg/Breisgau : Max Planck Society for the Advancement of Science, 2006-
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63. Europarecht. Baden-Baden : Nomos, -
64. Europe : Actualité du droit de l'Union Européenne / sous la direction de Laurence Idot et Denys Simon. Bruguières : LexisNexis JurisClasseur, 2011-
65. L'Europe en France : la lettre de la Représentation en France de la Commission Européenne. Paris : Représentation en France de la Commission Européenne, 2007-
66. European Economy : Occasional Papers / Directorate-General for Economic and Financial Affairs. Luxembourg : OPOCE, 2011-
67. European Economy - European Economic Forecast, Public Finances in EMU, Annual report on the euro area, Convergence Reports, The EU Economy Review, Labour market and wage developments, Monitoring tax revenues and tax reforms in EU Member States, Annual Ageing Report : publications by main topics / Directorate-General for Economic and Financial Affairs. Luxembourg : OPOCE, 2011-
68. European Investment Bank Info : the information magazine of the European Investment Bank Group / EIB information is published periodically by the Communication Department of the European Investment Bank. Luxembourg: European Investment Bank, 2009-
69. European law review. London : Sweet & Maxwell, 1979-
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75. Financial accountability & management : in governments, public services and charities / sponsored by CIPFA. Oxford, Malden, MA: Wiley-Blackwell, 2011-
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77. EU Food Law: incorporating World Food Law. London : Agra Informa, 2011-
78. Foodnews : (Incorporating "Fruit and Vegetable Markets"). London : Agra Informa, 2010-
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91. Intereconomics : Revue of European Economic Policy / ZBW - German National Library of Economics, Leipzig Information Centre for Economics. Berlin, Heidelberg: Springer, 2012-
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98. International journal of public administration. Philadelphia : Taylor & Francis, 2006.
99. International review of administrative sciences : an international journal of comparative public administration / Ed. Christopher Pollitt. Los Angeles, London: Sage, 2011-

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101. ISACA Journal : Trust in, and value from, information systems. Rolling Meadows, Ill.: ISACA, 2010-
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103. IT nation 2.0 : le magazine de l'informatique et du web. Luxembourg: Makana, 2010-
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105. Journal / European Court of Auditors - Cour des comptes européenne. Luxembourg: ECA, 2003-
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