



CALL FOR TENDERS

SRB/OP/1/2016

PROVISION OF MEDIA MONITORING AND MEDIA ANALYSIS SERVICES

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1 PARTICIPATION

Participation in this tender procedure is only open to economic operators established in the European Union as the contract is not covered by the WTO Agreement on Government Procurement (GPA).

1.2 VOLUME OF THE MARKET

The maximum amount for the provision of the services referred to in this call for tender is four hundred thousand euros (€ 400,000) for the full duration of the contract (i.e. 12 months and 3 optional renewals). This amount is all inclusive.

The maximum budget will be distributed within the lots as follows:

- Lot 1: 100,000 Euro
- Lot 2: 200,000 Euro
- Lot 3: 100,000 Euro

The SRB reserves the right to use a negotiated procedure for increasing the ceiling of the Contract based on Article 134(1)(i) of the Rules of Application of the Financial Regulation¹

1.3 DURATION

The duration of the contract resulting from the present call for tender will have an initial duration of (twelve) 12 months from the date of signature of the Service Contract by the last contracting party for each lot. This Contract may only be renewed up to three (3) times in total, each time for an additional period of twelve months (12) months, i.e. a total maximum duration of four (4) years.

1.4 CONTRACTUAL CONDITIONS

The purpose of this tender procedure is the selection of a tenderer per Lot for the provision of media monitoring & media analysis services.

The services specified in each lot will be the subject of Service Contract drawn up between the SRB and the successful tenderer to whom the Contract is awarded. The draft Contract is annexed to the Invitation to Tender.

1.5 LOTS

- The tender is divided into 3 lots, as specified in the technical specifications (see section 3).

Table 1 – Division into Lots

Lot	Subject
1	Print media, online media and broadcast (TV and radio) monitoring

¹ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

	(Media Review)
2	Social media monitoring (Twitter, blogs, forums and other platforms)
3	Media analysis and reputation tracking

- Any tenderer may submit tenders for any number of lots. **The tenderer shall submit a separate tender for each lot for which it is tendering, including all the information required for the evaluation of the tender.**
- Any tender submitted for a particular lot must cover all the work required for that lot. Tenders for only a part of a lot will not be accepted.
- The SRB reserves the right to award a Contract for only some of the lots which are the subject of this tender.

1.6 COLLABORATING WITH OTHER COMPANIES

Companies can consider two ways of collaborating in an offer: either as joint partners in the offer or through subcontracting. Unless stated otherwise in the contract notice and/or the tendering specifications, both **joint offers** and **subcontracting** are allowed in response to a call for tenders issued by the SRB. Offers may even combine both approaches.

In any case, the bid must specify very clearly whether each company involved in the offer is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

The implications of these two modes of collaboration are radically different. So that you can understand them both fully, they are outlined below.

1.7 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 liability** towards the SRB for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the SRB.

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 offer is successful,

are thus incompatible with the principle of joint and several liability. The SRB will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

1.7.1 Joint offers will be assessed as follows:

- The exclusion criteria (see point 2.2 "Exclusion Criteria" of the Tender Specifications) will be assessed in relation to each company individually.
- The selection criteria for economic, financial, technical and professional capacity (see point 2.3 "Selection Criteria" of the Tender Specifications) will be assessed in relation to the tendering group as a whole.
- The evaluation criteria (see point 2.4 "Award Criteria" of the Tender Specifications) will be assessed in relation to the tender.

1.7.2 Should tenderers wish to tender with a partner and have already set up a consortium or similar entity to that end, this should be mentioned in the offer, together with any other relevant information in this respect.

Should tenderers intend to submit a joint offer, it should be noted that, if awarded the Contract, the SRB will require the tenderer to give a formal status to the proposed association before the Contract is signed. This can take the form of:

- an entity with legal personality recognised by a Member State; or
- an entity without legal personality but offering sufficient protection of the SRBs contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association); or
- the signature by all the partners of a "power of attorney" based on the model laid down by the SRB, which provides for a form of cooperation.

After the award, the Contracting Authority will sign the Contract either with all members of the group or with the member duly authorised by the other members via a power of attorney (model provided under Annex 5 of the Tender Specifications).

1.8 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 work.

Subcontracting is permitted in the tender but **the main Contractor will retain full liability towards the Contracting Authority for performance of the Contract as a whole**. The Contracting Authority has no direct legal commitment with the subcontractor(s).

Accordingly:

- the SRB will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the SRB on the grounds that the subcontractor is at fault.
- Subcontracting is permitted to subcontractors proposed in the offers submitted in reply to the call for tenders.

- One-person companies may be authorised as subcontractor and added to the list of subcontractors at any time during the execution of the contract.
- Additional subcontracting to other than one-person companies (or freelancers) during the execution of the contract will only be accepted for some very specialised technical expertise required for the provision of the services.
- Furthermore, additional levels of subcontracting (e.g. subcontracting of subcontracts) are not allowed during the execution of the Contract unless a prior written authorisation has been granted by the SRB.

1.8.2 If your offer envisages subcontracting, your file must include:

- a document
 - mentioning the reasons why you are envisaging subcontracting;
 - stating clearly the roles, activities and responsibilities of subcontractor(s), and;
 - specifying the volume / proportion for each subcontractor. Tenderers are required to identify the subcontractor(s) whose share of the contract is above 20% 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 6)
 - a letter of intent by each subcontractor stating its intention to collaborate with you if you win the contract.

1.8.3 Offers involving subcontracting will be assessed as follows:

- The exclusion criteria (see point 2.2 "Exclusion Criteria" of the Tender Specifications) will be assessed in relation to the tenderer and each proposed subcontractor.
- The economic, financial, technical and professional selection criteria (see point 2.3 "Selection Criteria" of the Tender Specifications) will be assessed in relation to the tenderer and possible subcontractor(s) as a whole.
- The evaluation criteria (see point 2.5 "Technical Offer" & point 2.6 "Financial Offer" of the Tender Specifications) will be assessed in relation to the tender.

1.8.4 During execution of the Contract, the Contractor will need the SRB's express authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Full details of such subcontractors must also be provided in Annex 2 "Letter of submission of the Tender" of the Tender Specifications.

During Contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

1.8.5. Freelancing

Freelancing, drawing on the activities or staff of any other entirely different legal entity than the contractor, independently of its exact legal form (and independently of the applicable national law), does qualify as subcontracting.

If your offer envisages subcontracting to freelancers, your file must include:



- list of all freelancers
- a letter of intent by each freelancer stating its intention to collaborate with you if you win the contract.

1.9 CONTENT OF THE TENDER

The tenders must be presented as follows:

- Section 1: Identification of the tenderer (see point 1.10 of the Tender Specifications)
- Section 2: Declaration on Honour for exclusion criteria (see point 2.2 of the Tender Specifications)
- Section 3: Declaration on Honour for selection criteria (see point 2.3 of the Tender Specifications)
- Section 4: Technical tender (see point 2.5 of the Tender Specifications)
- Section 5: Financial tender (see point 2.6 of the Tender Specifications)

1.10 IDENTIFICATION OF THE TENDERER: LEGAL CAPACITY AND STATUS

To identify himself, the tenderer must include a duly signed letter of submission of tender (see Annex 2 "Letter of submission of the Tender" of the Tender Specifications) presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.

If applicable, the letter of submission of tender must indicate the proportion of the contract to be subcontracted.

In case of joint tender, the letter of submission of tender must be signed by a duly authorised representative for each tenderer, or by a single tenderer duly authorised by other tenderers with power of attorney (model provided under Annex 5 "Model of Power of Attorney" of the Tender Specifications).

Subcontractors whose share of the Contract is above 20% must provide a duly signed letter of intent (model provided under Annex 6 "Letter of Intent" of the Tender Specifications) stating their willingness to provide the service foreseen in the offer and in line with the present tender specifications.

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a signed Legal Entity Form **with the supporting evidence** indicated in the form. This Legal Entity Form is to be signed by a representative of the tenderer authorised to sign contracts with third parties. The form is available for individuals, private entities and public entities on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm



Tenderers and identified subcontractors that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a **legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties** and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For individuals, where applicable, a **proof of registration** on a professional or trade register or any other official document showing the registration number.

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers). The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

1. EVALUATION AND AWARD

2.1. EVALUATION STEPS

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Evaluation of tenders on the basis of the award criteria (technical and financial evaluation).

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. EXCLUSION CRITERIA

The tenderers shall provide a declaration on their honour (see Annex 3 "Declaration on Honour for exclusion and selection criteria" of the Tender Specifications), **duly signed and dated** by an authorised representative, stating that they are not in one of the situations of exclusion listed in this Annex. In the case of a joint tender, the declaration on the honour shall be provided by each member of the group. The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 3 "Declaration on Honour" of the Tender Specifications upon request and within the time limit set by the Contracting Authority and before signature of the contract, evidence confirming the "Declaration on Honour". This requirement applies to all members of the consortium in case of joint tender (and to subcontractors whose intended share of the contract is above 20%).

The Contracting Authority reserves the right to check the information on the declaration of absence of conflict of interest.

Only the tenderer to whom the Contract is to be awarded shall be required to submit, before signing the Contract, evidence confirming his declaration on honour, by providing: (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above 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 its country of establishment.

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.

2.3. SELECTION CRITERIA

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender. The evidence requested should be provided by each member of the group in case of joint tender and subcontractor whose intended share of the contract is above 20%. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the Contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The candidate who does not provide the documentation specified, or who is judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below, will be excluded.

2.3.1. ECONOMIC AND FINANCIAL CAPACITY CRITERIA AND EVIDENCE

Tenderers will provide sufficient information and proof in the bid to satisfy the Contracting Authority of their financial standing and that they and any subcontractors have the necessary resources and financial means to carry out the work that is subject of the tender.

The tenderers must prove their economic and financial capacity by a turn-over equal or higher than the double of the volume of the market mentioned in article 1.2. per lot. In order to prove that you have sufficient economic and financial capacity to perform the Contract, you will generally be asked to present the following evidence:

- copy of the profit & loss accounts and balance sheets for the last two years for which accounts have been closed;
- a statement of overall turnover and turnover during the last two financial years.
- if you rely on the capacities of other entities (e.g. your parent company), a **written undertaking** on the part of those entities confirming that they will place the resources necessary for performance of the Contract at your disposal.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity

The Contracting Authority shall analyse the adequacy of tenderers' financial standing. Where it considers this insufficient the Contracting Authority shall have the right either to reject any offer or to accept it subject to conditions or to any interim payments being deferred until the work has been completed. Submission of a tender implies acceptance that the Contracting Authority's decision will be final and that it will not enter into negotiations with tenderers on this subject.

2.3.2. TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

2.3.2.A TECHNICAL AND PROFESSIONAL CAPACITY Lot 1, 2 & 3

Tenderers are required to prove that they have sufficient technical and professional capacity to perform the Contract. To that end, you are requested to provide the supporting documentation in the bid. It is reminded that in case of a joint offer, information for each company needs to be submitted.



REQUIREMENTS:

The tenderer shall have a dedicated editorial team led by a senior supervisor and coordinator, including at least one English native speaker. The tenderer should have in place the back-up system for each member of the editorial team as well as the supervisor and coordinator. The back-up team members must handle all matters in an equally dedicated fashion during absences of the “regular” editorial team.

It should be noted that the senior supervisor and coordinator should have relevant experience, minimum 2 years, in their field, demonstrated by at least 3 major projects in the area for which they have been involved.

The tenderer should have previous experience, during the last three years, in delivering services similar to the ones described in each lot.

EVIDENCE

The tenderer has to demonstrate that it has the technical capacity to perform the required services based on the following evidence that should be provided in the offer:

a.i) Details of the **proposed individuals** that you intend to use to perform the services for the lot you are bidding. Your response should include CV's of the editorial team as well as the CV of the senior supervisor and coordinator. The CV's should demonstrate work experience, education, training, technical skills as well as excellent level of English, attesting the drafting and presentation skills.

The CV's of senior supervisor and coordinator should demonstrate additionally their 3 major projects in this area for which they have been involved.

a.ii) The tenderer must demonstrate that it has previous experience, during the last three years, of successfully delivering services similar to the ones described in each Lot for which you are bidding. The recommendation letters from previous similar projects could be attached.

2.4. AWARD CRITERIA

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. Please note that if you are applying to more than one Lot and if the information is the same (eg. constitution of the team, methodology etc), this fact needs to be clearly expressed in your bid.

The Service Contract will be awarded to the tenderer who submits the most economically advantageous bid (those with the highest score) based on the quality criterion and the associated weightings:

2.4.1 Criteria for the award of the Service Contract for **Lot 1** are as follows:

There are 3 quality criteria (60%):

1. Quality criterion 1 (Q1): Processes demonstrating high quality services (e.g. updated news, ability to cover an adequate number of media outlets in Europe and in the world etc) ($W_1 = 20\%$).
2. Quality criterion 2 (Q2): Methodology for providing functional, technical & content management capabilities as specified in point 3.2.2.2, 3.2.2.3 & 3.2.2.4 of the Tender Specifications ($W_2 = 30\%$).
3. Quality criterion 3 (Q3): Provision of services in an environmentally conscious way ($W_3 = 10\%$)

and the price criterion and associated weighting:

Price of the bid ($W_{Price} = 40\%$). The tenderer should complete Annex 4 of the Tender Specifications (Financial Offer). The price that will be used for the evaluation purposes, will be the total price per 12 months for Lot1.

2.4.2 Criteria for the award of the Service Contract for **Lot 2** are as follows:

There are 3 quality criteria (60%):

1. Quality criterion 1 (Q1): Processes demonstrating high quality services (e.g. updated news, ability to cover an adequate number of media outlets in Europe and in the world etc) ($W_1 = 20\%$)
2. Quality criterion 2 (Q2): Methodology for providing functional & technical capabilities as specified in points 3.2.3.1 & 3.2.3.2 ($W_2 = 30\%$).
3. Quality criterion 3 (Q3): Provision of services in an environmentally conscious way ($W_3 = 10\%$)

and the price criterion and associated weighting:

Price of the bid ($W_{Price} = 40\%$). The tenderer should complete Annex 4 of the Tender Specifications. The price that will be used for the evaluation purposes, will be the total price per 12 months for Lot2.

2.4.3 Criteria for the award of the Service Contract for **Lot 3** are as follows:

There are 3 quality criteria (60%):

1. Quality criterion 1 (Q1): Processes demonstrating high quality services (e.g. updated news, ability to cover an adequate number of media outlets in Europe and in the world etc) ($W_1 = 20\%$)
2. Quality criterion 2 (Q2): Methodology for providing functional & technical capabilities as specified in point 3.2.4.2 ($W_2 = 30\%$).
3. Quality criterion 3 (Q3): Provision of services in an environmentally conscious way ($W_3 = 10\%$)

and the price criterion and associated weighting:

Price of the bid ($W_{Price} = 40\%$). The tenderer should complete Annex 4 of the Tender Specifications. The price that will be used for the evaluation purposes, will be the total price per 12 months for Lot3.

For all bids evaluators will give marks between 0-10 (half points are possible) for each quality criterion.

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion i is

$$Q_i = \frac{1}{\text{number of evaluators}} * \sum_{\text{evaluator}} \text{mark of the evaluator for quality criterion } i$$

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

$$SQ = \frac{Q}{Q \text{ of the bid with highest } Q} * 100 * \sum_i W_i$$

The score for price is

$$SP = \sum_i \frac{\text{lowest Price}_i \text{ of all bids}}{\text{Price}_i} * 100 * W_{Price_i}$$

Only bids that have reached a minimum of 60 % for Q_1 , a minimum of 60 % for Q_2 , etc. will be taken into consideration when calculating the score for quality SQ , score for price SP and score S .

Only bids that have reached a minimum of 60 % for the score *S* will be taken into consideration for awarding the Contract.

2.5. TECHNICAL TENDER

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

2.6. FINANCIAL TENDER

Tenderers must insert the prices in the table found in Annex 4 of the Tender Specifications. The quoted price must be a fixed amount and be inclusive of all costs involved in the performance of the contract (e.g. include fees, meetings, delivery, supply, installation, maintenance, travel subsistence etc). No expenses incurred in the performance of the services will be reimbursed separately by the SRB.

In more detail, this shall include:

For Lot 1 and Lot 2

- A **monthly fee for the installation and the development of the web based platform** which should be built to enable the monitoring of all the relevant media as well as the distribution of the material, to be both internally and externally accessible.
- A **monthly fee for the services specified** (e.g. for the monitoring of the different media, for the provision of English abstracts, for the maintenance costs for the server and the web based platform, for the monitoring, collection, delivery of up to 20 audio-visual files and articles not included in the regularly monitored list and for other costs of ownership).
- A fee for the optional media coverage applicable only upon demand of the SRB. This fee will not be included in the original contract and will not be taken into consideration during the price evaluation.

For Lot 3

- A **monthly fee for the services specified** (e.g. monthly analysis of the SRB's press conference, ad-hoc analysis of key events, one-page snapshots...).

The fees shall cover the complete performance of the requested services during the entire duration of the contract.

The price for the tender must be quoted in euro even for tenderers from countries outside the euro zone. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.



Prices must be quoted free of all duties, taxes, including VAT, and other charges as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

Different price options will not be accepted and will entail the refusal of the offer.



2. TECHNICAL SPECIFICATIONS

3.1 GENERAL BACKGROUND AND PURPOSE OF THE CONTRACT

In response to the financial crisis of 2008, the European Commission pursued a number of initiatives to create a safer and sounder financial sector for the single market. The Single Resolution Mechanism (SRM) is one of them. It is the second pillar of the Banking Union. Its legal basis are the Bank Recovery and Resolution Directive (BRRD) and the SRM Regulation (SRMR).

Together with the Single Supervisory Mechanism (SSM), for which the European Central Bank is responsible, the Single Resolution Board (SRB) is one of the corner stones of a new architecture in banking supervision and resolution within the Euro Area and beyond. Its creation represents a major step towards ending the toxic cycle of too-big-to-fail of the past and towards re-establishing the principles of the market economy in the banking sector.

The Single Resolution Board (SRB) is therefore the central decision-making body of the Single Resolution Mechanism (SRM) and the European resolution authority as part of the European Banking Union. Its mission is to ensure an orderly resolution of failing banks with minimum impact on the real economy and public finances of the participating Member States and beyond.. The SRB is a self-financed independent agency of the European Union, which has its seat in Brussels, Belgium. It works in close cooperation in particular with the national resolution authorities of participating Member States, the European Commission and the European Central Bank. The SRB is made up of 6 permanent Board Members and the SRB conveys decisions in its executive and plenary sessions. Any resolution decisions will be taken by the executive session.

The SRB is responsible for the preparation of resolution plans and, where required, will from 1 January 2016 carry out resolution activities for credit institutions under its remit. It is responsible for managing the Single Resolution Fund, which was established as a pool of money financed by the banking sector to be up in order to ensure that medium-term funding support is available in case a credit institution is restructured. The Single Resolution Fund (SRF) will be built up during the first eight years (2016-2023) to act as a buffer for the taxpayer in case of a bank failing or likely to fail. The target volume of the SRF is measured in proportion to client deposits held at all the banks in the Euro Area. The SRF shall reach at least 1 % of these so-called covered deposits (deposits of up to 100,000 for each client at any bank) which could lead to final size of the SRF of approx. 55bn €. It will only be used as last resort once shareholders and creditors have fully contributed to the resolution measures.

Established by Regulation (EU) No 806/2014 on the Single Resolution Mechanism (SRMR), the Single Resolution Board is operational since 1st January 2015 and has started to work on developing resolution plans for credit institutions.

The SRB is seeking supplier(s) that provide the delivery of media monitoring and media analysis for the SRB, its management, experts etc.

3.2. CONTRACT SPECIFICATIONS

3.2.1. GENERAL AND SPECIFIC OBJECTIVES OF THE LOTS

The call for tenders is divided into 3 lots described below in Table 1.

Table 1 – Division into Lots:

Lot	Subject
1	Print media, online media and broadcast (TV and radio) monitoring
2	Social media monitoring (Twitter, blogs, forums and other platforms)
3	Media analysis/reputation tracking

The key obligatory deliveries for the 3 Lots include the following services:

- Daily media review (7 days a week),
- Monitoring media from the 28 EU member countries, as well as Switzerland, United States Analysing media from the key EU member countries and selected key international sources,
- Regular and ad hoc media analysis/evaluation to track the SRB's reputation and to detect issues at stake, the general climate and the main influencers (relevant for lot 3,)
- Social media monitoring (5 days a week – Monday through Friday, in case of public holidays falling within that time, 5 days refer to the working days(relevant for lot 2).)
- English abstracts of all reports, in particular of all non-English media,
- Provision of technical platform(s) for Lots 1 and 2. The provision of the platform for Lot 3 is optional. The platform(s) must be compatible and ideally integrated into one common platform, in particular for Lot 1 and Lot 2,
- Complete and timely delivery of the content.

Optional deliveries may include;

- For all 3 lots: Monitoring media from the large Asian countries (China, Japan, India) and Russian, South-American (Brazil and Mexico) as well as key Middle Eastern media,
- For lot 1: newspapers, magazines and audio-visual files (and also provide English summaries of the articles and of the audio-visual files) from the acceding and the accession countries and shall propose a technical solution that foresees this potential upgrade when participating in the current tender

This option may be requested during the whole duration of the contract.

The tenderer shall have a dedicated editorial team led by a senior supervisor and coordinator, including at least one English native speaker. The tenderer shall also anticipate for the back-ups for each member of the editorial team as well as the supervisor and coordinator. The back-up team members must handle all SRB-related matters in an equally dedicated fashion during absences of the "regular" editorial team.

The co-ordinator will be the interlocutor of the SRB and also be responsible for managing the eventual network of sub-contractors in charge of selecting the articles and the audio-visual files in the countries of publication.

The tenderers proposed team will all be contactable on one singular e-mail address and the members of the teams should be able to work and communicate in excellent English.

A description of the domains for each lot is given hereafter. It should be noted that the descriptions are indicative and the definitions are non-exhaustive.

3.2.2 LOT 1: PRINT MEDIA, ONLINE MEDIA AND BROADCAST (TV AND RADIO) MONITORING (MEDIA REVIEW)

3.2.2.1 FUNCTIONAL CAPABILITIES

- a) A comprehensive daily media review (7 days a week) of all relevant online and printed articles, broadcast news.
- b) An "executive summary" presenting the top cover stories of the five key countries (France, Germany, Italy, Spain, United Kingdom); final list of key countries to be agreed by the SRB. The SRB has the right to expand this list by further countries, up to max another five countries. This should be presented as "*Front Page News*."
- c) The services **must** be delivered on every working day at 7:00^l a.m. and at 8:30 a.m. during weekends, public and bank holidays. This review must be updated at 12 noon, 3 p.m. and 6 p.m.
- d) Monitoring media from the 28 EU member countries, as well as Switzerland, United States and optionally the large Asian countries (China, Japan, India) and Russian, South American (Brazil and Mexico) as well as key Middle Eastern media. The platform must allow the inclusion of articles in any language including Greek and Cyrillic characters.
- e) The predefined sample including the newspapers, magazines, blogs, TV and radio programmes shown in Annex 7 shall serve as a basis for the Tenderers. The SRB shall be able to adapt this sample for the whole duration of the contract in order to adapt it to its needs. The Tenderer shall demonstrate in detail how it intends to monitor the selected media and explain its ability to also cover on demand non-listed media.
- f) It is mandatory that the articles and broadcast news are delivered with a short summary and translated headline in English, in particular of all non-English media, accurately reflecting the key messages of the reporting. Four possible types of summaries are foreseen:

Very Extensive: For articles corresponding to very prominent and prominent coverage as defined below, the summaries shall comprise of the headline, any sub-headlines and a summary of the article in 5 to 8 lines. In case of audio-visual files the summary should also be of 5 to 8 lines.

Extensive: For articles of prominent to average coverage, the summaries shall comprise the headline, any sub-headlines and a summary of the article

or of the audio-visual files in 3 to 6 lines. For audio-visual files of prominent to average coverage, a summary of 3 to 6 lines shall be provided.

Moderate: For articles of average to moderate coverage a short summary should be provided. For audio-visual files of average to moderate coverage, only a summary of 1 to 2 lines shall be provided.

Minimum: For articles of minimal coverage, only the headlines shall be retrieved. For audio-visual files of minimal coverage, only a one line summary that indicates the content of the file shall be provided.

All the articles included in the "SRB", "Banking Resolution (SRM)" and in the "Banking Union" sections should always have an extensive summary. The TV clips included in the "SRB" and "Banking Resolution (SRM)" and "Banking Union" sections shall always have an extensive or very extensive summary. The radio clips included in the "SRB" section shall always have an extensive or moderate summary.

- g) Articles should be ordered in sections and in accordance to topic, prominence and where the media is located within the section.
- o Media Review Sections:

The selected articles of print media shall be presented in different sections depending on the subject. The right categorisation for each section is key! The SRB maintains the right to change these sections. The SRB reserves the right to add or delete publications or audio-visual files to and from the media review throughout the duration of the Contract. The content of the media review shall be ordered in the following sections:

 - a. Single Resolution Board
 - b. ECB, Supervision, Banking Union, including, Single Supervisory Mechanism (SSM), Single Resolution Mechanism (SRM).
 - c. National Central Banks of the European Union (Members of the European System of Central Banks in particular of the Eurosystem) and National Resolution Authorities (NRAs) including FMA Österreichische Finanzmarktaufsicht, Finantsinspektsioon - Financial Supervision Authority (Estonia), Bundesanstalt für Finanzmarktstabilisierung (FMSA), Malta Financial Services Authority, FROB, Riksgälden - The Swedish National Debt Office, Autorité de contrôle prudentiel et de résolution (ACPR)
 - d. Major banks in the Eurozone, including news and articles related to the Banking Union, especially those supervised directly by ECB (information about profits, credit risk, deposits, bad loans, capital, restructuring, M&A)
 - e. European Union (EU)

- f. Reports related to Member States of the European Union (such as articles dealing with country related economic, financial and financial regulatory issues)
- g. Europe (including articles referring to the acceding and the accession countries and Europe at large)
- h. "Constant delivery of real-time alerts of online stories and other SRB-related articles from all countries monitored. The real-time alerts shall be delivered between 4 a.m. and 10 p.m. The alerts can be delivered in the original language"
- i. International Finance (with focus on banks and other financial institutions, including key articles from Asia, mainly Singapore, Japan, China; and the United States)
- j. Financial Market Reports (no wire services/reproduced articles)
- k. European Central Bank (ECB), (including news about the activities of ECB)
- l. European Systemic Risk Board (ESRB)
- o. Prominence of the print articles shall be determined according to the following criteria:
 - Very prominent:** major news, headlines with 2-4 columns on the front page or very prominent position on the website starting page;
 - Prominent:** teaser on the front page and/or on the front page of other sections (e.g. finance, markets, economy, etc.);
 - Average:** not front page news, medium importance elsewhere in the publication or on the website;
 - Moderate:** a 1-column headline or small news item;
 - Minimal:** minor news item based possibly on a news agency report, a couple of sentences added to another story.

For example, the articles under the section "European Central Bank" shall be ordered in accordance to topic and prominence within the section. The first articles and audio-visual files pertaining to the topic appearing within the section defined shall by default be classified in accordance to the following order: International media, media from the 28 EU Member States, media from Switzerland and other countries.

Prominence of the audio-visual files shall be determined according to the following criteria:

- Prominent:** major news broadcast at the opening of TV or radio news or any other TV or radio program. Major news broadcast several times during the day by a TV or radio station. The length of the broadcast time is an element of evaluation that must be taken into consideration when determining the extent of TV and radio news;
- Moderate:** small news item with a non-relevant length;
- Minimal:** minor news shortly mentioned during TV or radio news or any other TV or radio program.

Media location:

The group of the media from the 28 EU Member States shall be divided in two sub-groups: media from the euro area countries and media from the non-euro area countries. Within each of the two sub-groups the articles and audio-visual files shall be classified in accordance to countries' shares in the SRB's capital key in the following order:

Euro-area countries: Germany, France, Italy, Spain, the Netherlands, Belgium, Greece, Estonia, Austria, Portugal, Finland, Ireland, Slovakia, Slovenia, Luxemburg, Cyprus, Malta and Latvia.

Non-euro area countries: United Kingdom, Poland, Romania, Sweden, Denmark, Czech Republic, Hungary, Bulgaria, Lithuania, Poland and Croatia.

The Tenderer should in addition optionally be able to provide monitoring of media from large Asian (Chinese, Japanese, Indian), Russian, South American (Brazil and Mexico) as well as key Middle Eastern media and US media. A final detailed definition of the countries will be provided and agreed by the SRB.

3.2.2.2 TECHNICAL CAPABILITIES

The Tenderer must have a web-based platform (owned, hosted, maintained and managed by the provider), accessible 24 hours and with traffic of up to 300 users simultaneously and capable of interfacing with other platforms. The management, maintenance and functioning of the IT platform is the sole responsibility of the Tenderer(s), thus the contracted service provider(s). The web-based platform must have the following functionalities:

- a) **Filtering:** The service provider shall offer the possibility to filter and group articles, audio-visual files and other media review items according to various specifications, such as country of publication or broadcast, name of the media, outlet or topic. The filter must allow for the selection of multiple identifiers (country, media outlet, media type, language) to be clicked and filter. The SRB will assess the quality of the filter and its level of flexibility.
- b) **Search function:** The web-platform will have an advanced online search function that is highly precise and reliable.
 - i. The feature delivers results on the basis of keywords, and/or author, broadcast programme, topic, country, and or date, media, etc. The ability of setting multiples factors to perform a search is mandatory (example: Ex. 3 Articles from FAZ, The Times and the WSJ on SRM)
 - ii. The feature has a Boolean search functionality
 - iii. Precision tools and accuracy is essential and should be achieved through the use of top-of-the-range technology, such as Optical

- Character Recognition (OCR) and innovative implements including highlighting key terms.
- iv. Search function should be based on accurately input meta data and content
 - v. Search function should allow for results to be organised according to various factors such as date, relevance, most read, country, etc.
 - vi. The search engine must recognise foreign characters.
- c) **Mobile devices:** All services shall be easily accessible and readable via smartphones and tablets.
- i. The platform must be readable from smartphones and tablets, and preferably have the technical capacity for responsive web design.
 - ii. The platform must allow for all articles, audio-visual files and other media review items to be accessed from any devices. The broadcasts shall not need to have additional codecs and must allow for them be streamed and/or downloaded
- d) **Have the capability to provide the services materials** (articles, audio and video) from Monday through Friday at 7 am CET and at 8:30 CET during the weekends and public and bank holidays.
- e) In the future, the tenderer may be requested to include newspapers, magazines and audio-visual files (and also provide English summaries of the articles and of the audio-visual files) from the acceding and the accession countries and shall propose a technical solution that foresees this potential upgrade when participating in the current tender. The inclusion of the media of those countries as such is an optional service of this tender, which may be requested at a later stage to be defined in the future by the SRB. The Tenderer shall send a detailed proposal (including the necessary times, technical and management resources, possible partners, the estimated price of the service etc.) of how the service provider will be able to cover, if required, the media review for the accession and the acceding countries. Also price quotations of this service must be included.

3.2.2.3 Content Management and user capabilities:

Organisation of content: Regardless of the articles, audio-visual files and other media review items' categorisation in the media review (as agreed in accordance with the Media Review Sections) the service provider shall offer the possibility to (re-) organise and group articles, audio-visual files and other media review items' for the duration of the contract.

- a) All those working at the SRB will be able to access the platform.
- b) In all circumstances, the Tenderer shall offer a system that will prevent anyone other than the authorised persons at the SRB from identifying the users of the media review in order to grant access or collate statistics. The exact procedure shall be communicated to the successful bidder according to the rules established by the SRB data protection officer following the signature of the contract.
- c) The Tenderer shall provide the SRB with a **content management system**. The CMS will allow two types of access rights; i) generic users and ii)

Content managers. Although the Tenderer will have to feed the web-based platform, the SRB's *Content managers* will be able to edit the content provided by the Tenderer at any moment.

- d) All users identify themselves by way of user names and passwords. Users will remain logged in until logged out.
- e) All users shall be able to define their settings in accordance to their usage habits and preferences. When defined and registered in the system, the user will access the media review corresponding to his/her profile by default.
- f) Content managers will be allowed to select all articles, audio-visual files and other media review items and retrieve the content in its original form or the summary, title and translated title of the content in a Word document which can be downloaded and saved locally as pdf. Users will be able to choose all the articles or a selection based on their needs.
- g) It will be possible for users to select summaries and/or articles, audio-visual files either across *Media Review Sections* or within individual *Media Review Sections*.
- h) A file with the full set of articles from newspapers and blogs included in the media review shall be made available for *Content managers* together with a table of contents. This file should be made available before 7.a.m every day. It is essential this responds rapidly. The file must be easily accessible and readable on smartphones and tablets.
- i) A file of the table of contents should be made available listing the audio-visual files included in the media review of the day. It is essential that this function allows fast downloading. Articles and audio-visual files alerted to the Tenderer by SRB shall be included in the media review as soon as possible.

3.2.2.4 Management and delivery of the media review

- a) Articles and audio-visual files for the media review shall not be selected only by means of an automatic key word search function; the direct involvement of an editorial team is essential for the correct and accurate **selection of relevant articles.**
- b) It shall be possible to download the articles in (pdf) DIN A4 format to facilitate printing. This format must include all other items, such as tables, pictures, graphics, if they are part of the article. Every article shall have the same standardised layout indicating the name of the newspaper and of the author of the article, the date of the publication as well as the original page number on which the article was published in the newspaper. The media review shall include this information on every pdf page of the article. It is essential that this function allows fast printing. The content of pdfs shall be searchable.
The articles included shall either be a one to one copy of the original articles published in the newspapers or, should the text of the article be presented in a different form, there shall be an image or icon showing the original form and position of the article in the newspaper. This feature is mandatory if the text of the article is not shown in its original layout.
- c) For the whole duration of the contract, the Tenderer shall take measures to ensure an uninterrupted service. The Tenderer shall produce a back-up on

- a daily basis to restore the whole functionality and content of the entire daily media review in the case of a failure of the main system.
- d) The Tenderer shall provide the SRB with the detailed proposal on how the service provider will provide the SRB with a substitute of the media review in case of problems with the main system.
 - e) The content of the media review shall be continuously assessed and supervised by DG-C/GMR and the Tenderer shall be able to quickly make amendments when requested.
 - f) For internal use only, detailed daily statistics on the usage of the media review shall be made available to *Content managers*. It shall be possible to produce charts and graphs via the system offered. The following data shall be made available:
 - i. The number of anonymous users accessing the daily media review on any given day;
 - ii. The number of users reading a particular article or downloading a particular audio-visual file;
 - iii. Determination of articles more widely read and audio-visual files more often downloaded;
 - iv. Determination of the number of the selected articles published by the same newspaper over a particular period of time.
 - g) All criteria mentioned above shall be tested and subsequently adjusted in a test period of one month after the signature of the contract between the SRB and the successful bidder.
 - h) In the launch phase of the electronic media review, the service provider shall give presentations in English in order to familiarise all users with the new format of the media review. The Tenderer shall also train the *Content managers* and provide technical assistance to them when required.
 - i) The Tenderer shall monitor, collect and deliver up to 15 audio visual files and articles not included in the regularly monitored list described in Annex 7. The price of this service shall be part of the monthly fee requested in Section 1.4 of the Invitation To Tender.

3.2.3 Lot 2: Social Media Monitoring (Twitter, Blogs, Forums and Other Platforms)

3.2.3.1 Functional capabilities

- a) The Tenderer shall provide the SRB with quantitative monitoring of social media, presenting the SRB's mentions in blogs, on Twitter, YouTube, Facebook, LinkedIn, GooglePlus and other relevant foras. The selection of the relevant sites must be adjusted to reflect evolving industry trends and the Tenderer shall regularly propose changes to the SRB. The list of social media channels and fora should be suggested by the Tenderer and agreed by the SRB. The SRB has the right to add, request or delete any social media according to the industry developments.
- b) The Tenderer must provide comprehensive structured data which will allow the SRB to easily and accurately analyse the main influencers, topics and potential issues of relevance. The data shall take into account semantics and

context in order to define tone and message of the social media content, providing text and sentiment analysis.

- c) The Tenderer shall give the SRB the ability to quantitatively monitor a number of topics pertaining to the SRB across various social media streams. Topics are subject to change depending on the focus of interest at any particular time.
- d) The Tenderer will provide the SRB with the possibility to configure the monitoring according to the SRB's needs at any given point allowing to target subcategories within a broader SRB category, e.g for particular press release/announcement
- e) The Tenderer will focus on key influencers, but not be limited to, and provide a clear outline of editorial choices made when determining the influencers
- f) The Tenderer will target all languages and account for variations
- g) The Tenderer will allow for several users who can determine topics of their own interest within a broader SRB umbrella.

3.2.3.2 Technical capabilities

The Tenderer must have a web-based platform (owned, hosted, maintained and managed by the provider), accessible 24 hours and with traffic of up to 300 users simultaneously and capable of interfacing with other platforms. The management, maintenance and functioning of the IT platform is the sole responsibility of the Tenderer(s), thus the contracted service provider(s). The web-based platform must have the following functionalities:

- a) The Tenderer will provide a user friendly web-based platform with an interactive and intuitive design.
- b) The service provider shall offer the possibility to filter results according to location, influencers, type of user, etc. The SRB will assess the quality of the filter and its level of flexibility.
- c) The web-platform will have an advanced online search function that is highly precise and reliable.
- d) All services shall be easily accessible and readable from smartphones and tablets, and preferably have the technical capacity for responsive web design.
- e) The service will have the capability to respond in (near) real time with the possibility to perform historical searches.

3.2.4 LOT 3: MEDIA ANALYSIS AND REPUTATION TRACKING

3.2.4.1 Functional capabilities

- a) The Tenderer shall provide regular qualitative analysis of how the SRB is perceived by the traditional media and social media as well as by any third party or influencer.
- b) This analysis should not exclusively rely on automated technical analysis, nor on quantitative data. The Tenderer can use automated analysis but in addition has to provide judgement and recommendations of the SRB's reputation, the reporting climate and media tenor. The presentation of the findings should include graphs and other visual material and must:

- i. reflect the mood presented by the media regarding the SRB
 - ii. track the SRB's reputation and image changes
 - iii. highlight hot and sensitive topics including possible future ones
 - iv. reflect the views of the media's main influencers/commentators
 - v. deliver prompt and comprehensive next-day analysis of the SRB's monthly press conference by 7 a.m.
 - vi. offer ad-hoc analysis of key events to be determined by the SRB
 - vii. provide technical tools for qualitative and quantitative issues management
 - viii. offer concrete proposals for strategic reputation management, i.e. how to deal with the main influencers
 - ix. provide regular one-page snapshots on "Who speaks about what and how."
- c) The Tenderer must be knowledgeable about financial (including bank supervision and resolution) issues and provide evidence of the understanding of strategic communication.
 - d) The Tenderer must make use of technical tools such as graphs, charts, tables, etc., for its analysis.
 - e) The Tenderer must provide methodology for classification and analysis of media
 - f) The Tenderer must also be able to undertake analysis under strong time pressure. The SRB shall have the right to define the delivery time of the regular and ad-hoc reputation analysis.

3.2.4.2 Technical capabilities

- a) Mobile devices: All services shall be easily accessible and readable via smartphones and tablets.
- b) Copyrights: The service provider ensures that all reports delivered are in line with International Copyright law including the management of archiving.

3.3. PLACE OF PERFORMANCE OF THE CONTRACT

The services are expected to be performed remotely from the contractors' premises or by teleconference.

3.4. INDICATIVE TIMETABLE

The estimated date for signature of the contract is early May 2016.

3.5 DELIVERABLES, REPORTING AND PROJECT SCHEDULE

A kick off meeting will take place at SRB premises in Brussels or via teleconference once the contractor has been awarded and the contract duly signed. The expenses incurred by the contractor regarding the kick off meeting will not be reimbursed and must be covered



entirely by the awarded contractor. A list of Annex 7 with the print media, online media, broadcasting corporations and social media should be consulted.

ANNEX 1 – DRAFT SERVICE CONTRACT

ANNEX 2 - LETTER OF SUBMISSION OF TENDER

The purpose of this document is to facilitate the preparation of the tender by providing an overview of the information and documents requested.

Dear Sirs,

You will find enclosed the tender of [name of tenderer] in response to invitation to tender SRB/OP/1/2016 for the Provision of Media monitoring and media analysis services.

SECTION 1 - IDENTIFICATION

<i>Tenderer's identification</i>

NAME	
ADDRESS	
LEGAL FORM	

<p>Tenderers will fill in the Legal Entity Form that can be attained from the following internet addresses: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm and provide the supporting evidence.</p>
--

Personal details	
1.2.1.- Person authorized to sign the contract on behalf of the tenderer	
TITLE	Mr/Ms/Dr/other.....(delete or complete as appropriate)
NAME	Surname (in capital letters):..... Forename:.....
FUNCTION	
CONTACT DETAILS	Direct telephone:..... .. E-mail address:..... .
1.2.2. - Contact person (if different from 1.2.1)	
TITLE	Mr/Ms/Dr/other.....(delete or complete as appropriate)
NAME	Surname (in capital letters):..... Forename:.....
FUNCTION	
MAILING ADDRESS	
CONTACT DETAILS	Direct telephone:..... .. E-mail address:..... .

1.3.3 – Consortium details²	
NAME	
ADDRESS	

² This section must be completed in case tenderer presents a joint offer by a group of tenderers in consortium and must be completed for each member of the consortium. Power of Attorney (Annex 5) should be signed by each member of the group.

CONTACT DETAILS	Contact person: Telephone:..... E-mail address:..... .
LEGAL FORM	

Sub-contractor's details³

NAME	
ADDRESS	
CONTACT DETAILS	Contact person: Telephone:..... E-mail address:..... .
LEGAL FORM	
COMMERCIAL REGISTER , ETC. - REGISTRATION DETAILS	Denomination of register:..... Date of registration:..... Country of registration:..... Registration

³ This section must be completed for each sub-contractor whose share of the contract is above 20%. Letter of intent (Annex 6) should be signed by each of the mentioned sub-contractors.

	number:.....
FOR NATURAL PERSONS	Identity Card [No + expiry date]..... Or Passport or other [No + expiry date].....
VAT	Registration number:..... .. or Statement of exemption issued by the national VAT authority dated.....enclosed under reference..... Issued by.....
SHORT DESCRIPTION OF THE PORTION OF WORK SUB-CONTRACTED	



ANNEX 3 - DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA

ANNEX 4 – FINANCIAL TENDER

Tenderers are requested to complete the below table and provide a price ONLY for the Lot(s) for which they are tendering.

Lot 1 - Prices	Price 1 month	Price 12 months
Monthly fee for the installation and the development of the web based platform	€0.00	€0.00
Monthly fee services	€0.00	€0.00
Total price	€0.00	€0.00
Fee for optional coverage	€0.00	€0.00

Lot 2 - Prices	Price 1 month	Price 12 months
Monthly fee for the installation and the development of the web based platform	€0.00	€0.00
Monthly fee services	€0.00	€0.00
Total price	€0.00	€0.00
Fee for optional coverage	€0.00	€0.00

Lot 3 - Prices	Price 1 month	Price 12 months
Monthly fee services	€0.00	€0.00
Total price	€0.00	€0.00

ANNEX 5 - MODEL OF POWER OF ATTORNEY

MODEL 1 OF POWER OF ATTORNEY

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

Agreement / Power of Attorney

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the SRB awards the Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

- (1) As co-signatories of the Contract, all the Group Members:
 - (a) Shall be jointly and severally liable towards the SRB for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- (2) To this effect, the Group Members designate Company X as **Group Leader**. [N.B.: **The Group Leader has to be one of the Group Members**]
- (3) Payments by the SRB related to the Supplies or the Services shall be made through the Group Leader's bank account. [Provide details on bank, address, account number, etc.].
- (4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:
 - (a) The Group Leader shall sign any contractual documents - including the Contract, [Specific Agreements] and Amendments thereto - and issue any invoices related to the Supplies or the Services on behalf of the Group Members.



- (b) The Group Leader shall act as single point of contact for the SRB in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the SRB, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the SRB's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the SRB in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the SRB's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

MODEL 2 OF POWER OF ATTORNEY

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

Agreement / Power of Attorney

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the Single Resolution Board awards the Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

- (1) As co-signatories of the Contract, all the Group Members:
 - (a) Shall be jointly and severally liable towards the SRB for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- (2) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a..... [Provide details on registration of the Group: VAT Number, Trade Register, etc.].
- (3) Payments by the SRB related to the Supplies or the Services shall be made through the Group's bank account. [Provide details on bank, address, account number, etc.].
- (4) The Group Members appoint Mr/Ms as **Group Manager**.
- (5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :



- (a) The Group Manager shall sign any contractual documents - including the Contract, [Specific Agreements] and Amendments thereto - and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the SRB in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the SRB, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the SRB's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the SRB in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the SRB's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company



ANNEX 6 MODEL OF LETTER OF INTENT FOR SUBCONTRACTOR

Letter of Intent

Insert title of this call

The undersigned:

Name of the company/organisation:

Address:

.....

.....

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to **(name of the tenderer)**.

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender.

Full name

Date

Signature

ANNEX 7 – LIST OF PRINT MEDIA, ONLINE MEDIA, BROADCASTING CORPORATIONS AND SOCIAL MEDIA TO BE MONITORED⁴

Newspapers and magazines:

Country	Titles	Daily/Weekly/Monthly
Austria	Der Standard	Daily
	Die Presse	Daily
	Salzburger Nachrichten	Daily
	Der Kurier	Daily
	Profil	Weekly
	Format	Weekly
	Trend	Monthly
Belgium	L’Echo	Daily
	De Tijd	Daily
	La Libre Belgique	Daily
	De Standaard	Daily
	De Morgen	Daily
	Trends (Belgium)	Weekly
	Trends Tendances	Weekly
Bulgaria	Capital Daily	Daily
	Banker	Weekly
	Capital	Weekly
Cyprus	Financial Mirror	Weekly
	Phileleftheros	Daily

⁴ This list should be read as an indication of the sources the SRB would like to have monitored. The SRB reserves the right to adapt the list according to its needs.

	Politis	Daily
	Kathimerini CY	Daily
	Cyprus Mail	Daily
Czech Republic	Hospodářské noviny	Daily
	Lidové noviny	Daily
	Mlada fronta DNES	Daily
Denmark	Børsen	Daily
	Berlingske Tidende	Daily
	Morgenavisen Jyllands -Posten	Daily
Estonia	Postimees	Daily
	Äripäev	Daily
	Eesti Päevaleht	Daily
Finland	Kaupalehti	Daily
	Helsingin Sanomat	Daily
	Taloussanomat	Daily
	Turun Sanomat	Daily
	Suomen Kuvalehti	Weekly
	Talouselämä	Weekly
France	La Tribune Hebdo	Daily
	Le Figaro	Daily
	Le Monde	Daily
	Les Echos	Daily
	Libération	Daily
	L'Agefi	Daily
	Le Parisien	Daily
	Capital	Weekly

	Challenges	Weekly
	L'Expansion	Weekly
	L'Express	Weekly
	Marianne	Weekly
	Paris Match	Weekly
	Le Nouvel Observateur	Weekly
	Le Point	Weekly
	Le Canard Enchaîné	
Germany	Börsen-Zeitung	Daily
	Frankfurter Allgemeine Zeitung	Daily
	Handelsblatt	Daily
	Süddeutsche Zeitung	Daily
	Bild-Zeitung	Daily
	Die Welt	Daily
	Der Spiegel	Weekly
	Die Zeit	Weekly
	WirtschaftsWoche	Weekly
	Focus	Weekly
	Frankfurter Rundschau	Daily
	Frankfurter Neue Presse	Daily
	Capital	Weekly
Greece	Kathimerini	Daily
	Eleftherotypia	Daily
	Naftemporiki	Daily
	Ta Nea	Daily

	To Vima	Weekly
	Ethnos	Daily
	Imerisia	Daily
Hungary	Népszabadság	Daily
	Magyar Nemzet	Daily
	Világgazdaság	Daily
	Napi Gazdaság	Daily
Ireland	Irish Independent	Daily
	The Irish Times	Daily
	Irish Examiner	Daily
Italy	Il Sole 24 Ore	Daily
	Corriere della Sera	Daily
	La Repubblica	Daily
	La Stampa	Daily
	Il Messaggero	Daily
	Milano Finanza	Daily
	Il Foglio	Daily
	Panorama	Weekly
	L'Espresso	Weekly
	Il Fatto Quotidiano	Daily
	Il Giornale	Daily
	L'Unità	Daily
	Libero	Daily
Latvia	Dienas Bizness	Daily
	Neatkarīga Rita Avīze	Daily
	Diena	Daily
Lithuania	Lietuvos rytas	Daily

	Verslo žinios	Daily
	Lietuvos žinios	Daily
	Kauno diena	Daily
Luxembourg	Luxemburger Wort	Daily
	Tageblatt	Daily
Malta	The Times (Malta)	Daily
	The Malta Business Weekly	Weekly
Netherlands	Het Financieele Dagblad	Daily
	NRC Handelsblad	Daily
	Algemeen Dagblad	Daily
	De Telegraaf	Daily
	De Volkskrant	Daily
	Elsevier	Weekly
Poland	Gazeta Wyborcza	Daily
	Dziennik	Daily
	Rzeczpospolita	Daily
	Polityka	Weekly
Portugal	Diário Económico	Daily
	Diário de Notícias	Daily
	Jornal de Notícias	Daily
	Jornal de Negocios	Daily
	Publico	Daily
	Exame	Weekly
Romania	Adevarul	Daily
	Ziarul Financiar	Daily

Slovakia	Hospodárske noviny	Daily
	Pravda	Daily
	SME	Daily
Slovenia	Delo	Daily
	Dnevnik	Daily
	Finance	Daily
	Vecer	Daily
Spain	El País	Daily
	El Mundo	Daily
	Cinco Días	Daily
	ABC	Daily
	Expansión	Daily
	La Vanguardia	Daily
	La Gaceta de los Negocios	Daily
	La Razón	Daily
	El Economista	Daily
Sweden	Dagens Industri	Daily
	Dagens Nyheter	Daily
	Svenska Dagbladet	Daily
United Kingdom	The Times	Daily
	The Guardian	Daily
	The Independent	Daily
	i	Daily
	The Sun	Daily
	Daily Express	Daily
	The Daily Telegraph	Daily

	Daily Mail	Daily
	Daily Mirror	Daily
	The Observer	Weekly
Switzerland	Neue Zürcher Zeitung	Daily
	Le Temps	Daily
	La Tribune de Genève	Daily
USA	The New York Times	Daily
	The Washington Post	Daily
	USA Today	Daily
	Newsweek	Weekly
	Time	Weekly
	Business Week	Weekly
International	Financial Times	Daily
	International New York Times	Daily
	The Wall Street Journal Europe	Daily
	The Economist	Weekly
	European Voice	Weekly

Broadcasting corporations:

Country	Corporation names	TV/radio
Austria	ORF 1, ORF2	TV
	Ö1	Radio
Belgium	RTBF (La 1)	TV
	VRT (Een)	TV

	La Première	Radio
	Radio 1	Radio
Bulgaria	Bulgarian National Television (BNT)	TV
	BTV	TV
	Nova Televisia (Nova TV)	TV
	TV2	TV
	Bulgarian National Radio	Radio
	Darik Radio	Radio
Cyprus	RIK-1 (Cyprus Broadcasting Corporation - CyBC)	TV
	Antenna	TV
	Mega	TV
	Mitropoli Lemesou	Radio
Czech Republic	CT1	TV
	TV NOVA	TV
	PRIMA	TV
	CT24	TV
	Cesky Rozhlas 1 Radiozurnal	Radio
	Frenvence 1	Radio
	Impuls	Radio
	Evropa 2	Radio
Denmark	TV2	TV
	Danmarks Radio DR1	Radio

	Danmarks Radio DR2	Radio
Estonia	Eesti Television	TV
	Eesti Television 2	TV
	AS Kanal 2	TV
	TV3 Estonia	TV
	Vikerraadio	Radio
	Kuku	Radio
Finland	YLE TV1	TV
	YLE TV2	TV
	MTV3	TV
	Yle radio	Radio
France	TF1	TV
	France 2	TV
	France 3	TV
	France 5	TV
	LCI	TV
	France 24	TV
	Canal +	TV
	TV5 Monde	TV
	Europe 1	Radio
	France Inter	Radio
	France Info	Radio
	RTL	Radio
	RMC	Radio
Germany	ARD	TV
	ZDF	TV
	HR	TV

	Deutsche Welle	TV
	NTV	TV
	N 24	TV
	Phoenix	TV
	Euronews	TV
	RTL	TV
	Sat 1/Pro 7	TV
	Vima FM	Radio
	HR (hr1, hr2, hr3)	Radio
	Deutsche Welle/Deutschlandfunk	Radio
	You FM	Radio
	Main FM	Radio
	FFH	Radio
	SWR	Radio
Greece	Net	TV
	Skai Tv	TV
	Mega	TV
	Ant1	TV
	Alpha	TV
	Star	TV
	Net	Radio
	Flash	Radio
	Skai	Radio
	Alpha	Radio
	Ant1	Radio

Hungary	MTV – M1	TV
	RTL Klub	TV
	Kossuth Radio	Radio
	Radio café	Radio
Ireland	RTÉ One	TV
	RTÉ Two	TV
	RTÉ Television	TV
	TV3	TV
	RTÉ Radio 1	Radio
	RTÉ 2fm	Radio
Italy	Rai Uno	TV
	Rai Due	TV
	Rai Tre	TV
	Canale 5	TV
	Rete quattro	TV
	Italia Uno	TV
	La 7	TV
	Radio Rai 1	Radio
	Radio Rai 2	Radio
	Radio Rai 3	Radio
	Radio Capital	Radio
	Radio 24	Radio
Latvia	LTV1 - national television	TV
	LTV7 - national television	TV
	Latvian Radio 1	Radio
Lithuania	Lietuvos Televizija	TV
	Lietuvos Televizija 2	TV

	Lietuvos radijas	Radio
Luxembourg	RTL	TV
	RTL Radio	Radio
Malta	TVM Malta	TV
	Radju Malta	Radio
Netherlands	RTL Z (RTL 7)	TV
	BNR Nieuwsradio	Radio
Poland	TVP 1	TV
	TVP 2	TV
	TVN 24	TV
	Polskie Radio Program 1	Radio
	RMF FM	Radio
	Radio Zet	Radio
Portugal	KTP1	TV
	SIC	Radio
Romania	TVR - Romanian national television	TV
	Pro Tv	TV
	Realitatea tv - News tv	TV
	Romania 1 - National radio station	Radio
Slovakia	STV1	TV
	TA3	TV
	Markiza	TV
	TV JOJ	TV
	Slovensky rozhlas	Radio
	Radio Regina	Radio

	Radio Express	Radio
	Fun Radio	Radio
	Radio Okey	Radio
Slovenia	RTV Slovenija - TV Slovenija 1	TV
	POP TV	TV
	RTV Slovenija - TV Slovenija 2	TV
	Radio Slovenia 1	Radio
Spain	La 1	TV
	La 2	TV
	Antena 3	TV
	Sexta	TV
	Cuatro	TV
	Tele5	TV
	Intereconomia TV	TV
	Telemadrid	TV
	Intereconomia Business	TV
	Libertad Digital	TV
	Canal 24 Horas	TV
	Radio Nacional de España	Radio
	Cadena Ser	Radio
	Cope	Radio
	Onda Cero	Radio
es Radio	Radio	
Punto Rado	Radio	
Sweden	Sveriges Television SVT1	TV

	Sveriges Television SVT2	TV
	TV4	TV
United Kingdom	BBC	TV
	ITV	TV
	Reuters TV	TV
	Channel4 News	TV
	BBC (radio 2, radio 4, radio 5 live)	Radio
Switzerland	SRG SSR	TV
	SRG SSR	Radio
USA	CNN	TV
	CNBC	TV
	CBS	TV
	Bloomberg TV	TV
	Fox News	TV
	National Public Radio	Radio

ⁱ The time references are expressed always in Central European Time.