



## ► Call for tenders – FL/LEG17-04FR

Specifications

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### Specifications

This document contains the Specifications for the open call for tenders FL/LEG17-04FR for the conclusion of multiple framework contracts for translation services regarding texts in the legal field **from** German, English, Spanish and Italian **into** French.

The contract notice for this open call for tenders has been published in the Official Journal of the European Union OJ/S S240, dated 14/12/2017.

#### 1. Information on the call for tenders

##### 1.1 Purpose

The Translation Centre for the Bodies of the European Union, ('the Translation Centre'), is planning to conclude multiple framework contracts for translation services regarding texts in the legal field relating to the work of the various bodies and institutions of the European Union for which the Translation Centre provides translation and other language services.

##### 1.2 Division into lots

This call for tenders is divided into 4 lots, one for each source language. Tenderers may bid for one or several lots and must make a separate price offer to be expressed in euro (EUR) per 1,500 characters for each lot for which they wish to bid. Each lot constitutes an individual framework contract to be awarded separately. If several lots are awarded to the same tenderer, a single contract covering all the contracts will be signed.

##### 1.3 Definitions

✓ **Translation** shall mean the translation of a text into the target language specified.

- ✓ **Computer-assisted translation** shall mean the translation of a text using Computer-Assisted Translation software or of a text which has already been pre-processed using Computer-Assisted Translation software.
- ✓ **Translation memory** means a repository of previously translated texts that associates segments (e.g. sentences or paragraphs) of the source and target language in a way that allows for reuse by Computer-Assisted Translation tools.
- ✓ **Revision** shall mean the re-reading and where necessary reworking of a text which has already been translated to ensure that the translation is an accurate rendering of the original.
- ✓ **Modification** shall mean the translation and introduction of amendments into a text which has already been translated.
- ✓ **Framework contract** shall mean a contract setting out the performance framework (general characteristics and price of the services for the purposes of this call for tenders). The other basic elements of the contractual relationship shall be defined by means of specific contracts (order forms). Framework contracts do not give rise to any obligation for the Translation Centre to outsource a specific volume of work.
- ✓ **Order form** shall mean the document issued by the authorising department of the Translation Centre for each specific assignment, specifying the nature of the service to be provided, the volume of work to be carried out, the deadline by which it is to be completed, and the remuneration due.
- ✓ **Standard page** shall mean a page of text comprising 1,500 characters, excluding spaces, in the source language.
- ✓ **Authorising department** shall mean the department within the Translation Centre

responsible for issuing order forms and processing the related invoices.

- ✓ **Contracting authority** shall mean the authority responsible for launching the call for tenders and awarding the framework contract.
- ✓ **Delivery** shall mean the return of the completed assignment to the Translation Centre in data file form by email or electronic file transfer.
- ✓ **Quality of completed assignments** shall mean the degree in which the assignment returned by the contractor conforms to the standards expected, in terms of accuracy, consistency, completeness, style, register, formatting, respect of the instructions provided and of the deadline, etc.
- ✓ **Staff** shall mean the persons (whether internal or external) responsible for carrying out the work assigned under the contract. If no specific/particular reference is made to translators, any reference to staff shall also include the persons managing work assigned under the contract.

#### 1.4 Framework Contract

Successful tenderers will be offered a framework contract (see the draft contract annexed hereto, which lays down the legal, financial, technical and administrative provisions governing the relations between the Translation Centre and the contractor during the period of its validity). In the event of contracts awarded to groups of service providers, such groups will be the sole contractor vis-à-vis the Translation Centre and must be legally constituted prior to the signature of the contract.

#### 1.5 Duration of the Contract

The framework contract will enter into force on the date stated therein and will be awarded for an initial period of 12 months. On expiry of this period,

framework contracts may be renewed by tacit agreement for up to three one-year periods, i.e. the total duration may not exceed four years. Where either party does not wish to renew the framework contract, the other party shall be informed by registered letter sent no later than three calendar months prior to expiry.

The Translation Centre reserves the right to terminate the framework contract for one or more lots in the event of failure to meet the obligations deriving therefrom.

#### 1.6 Ranking and award of assignments

The contracts offered will be multiple framework contracts. For each lot (**with a maximum of 15 contracts per lot**), a list of the contractors will be drawn up in descending order according to the number of marks obtained on the basis of the award criteria.

This is the order in which contractors will be contacted when orders for work are placed. If the first contractor on the list is unable to execute the order for reasons that are not such as to entail termination of the contract, or in absence of a reply on his behalf, the authorising department may offer the work to the second contractor, and so on down the list. Attention is drawn to the fact that the Translation Centre may decide not to renew the contract in cases of repeated non-acceptance of job offers.

The Translation Centre will regularly review the initial rankings as described in paragraph 1.7.7.

For the future, the Translation Centre is planning to speed up the assignment procedure by proposing an assignment simultaneously via its portal to all the contractors in a lot and automatically award it to the highest ranked contractor that expressed its availability within the deadline given.

By expressing their availability for an assignment via its portal, the contractors accept the respective order form or specific contract. The order forms will be available to the contractor only on the portal of the Centre.

In exceptional cases, when a specific document is outsourced as a follow-up to a text previously translated by a given contractor, the Translation Centre reserves the right to assign it to the same contractor regardless of the ranking, if a high degree of expertise and significant research, familiarisation with the subject and other efforts were required for the initial translation. This is done to ensure a high degree of quality and consistency.

## 1.7 Description of the services to be provided

### 1.7.1 General

The services to be provided mainly consist of translations, but may include the revision of texts already translated as well as modifications to be translated, revised and added to existing documents. The source texts will be written in German, English, Spanish or Italian.

The texts in question consist of either legal documents of ongoing proceedings, decisions of various legal bodies, legal opinions or other legal documents. These legal texts deal with Union law (like litigation in the field of intellectual property of the European Union and, occasionally, with national law). Texts vary in length and the urgency with which they are required also varies. The majority of the texts are destined for publication.

The service to be provided is complex: while the texts in question are essentially legal texts – and therefore require use of the appropriate legal terminology and register - they also frequently discuss issues of highly technical and/or linguistic

style that requires great attention to detail. In view of this, translation of these texts requires a high level of general linguistic competence in addition to familiarity with the specialist terminology.

To ensure consistency within and between texts, the contractors may be required to work on texts which have been previously processed by the Translation Centre using translation memory software. In this case, specific instructions to this effect will be included on the order form for individual assignments.

### 1.7.2 Volume of work

The Translation Centre is unable to give any accurate estimate of the likely volume of work to be covered by this contract. Tenderers are therefore not asked to state their translation capacity for the purposes of awarding the contract (successful tenderers may however be asked to supply these details, for information purposes, only after the contract has been signed).

### 1.7.3 Electronic file format

The assignment will be sent to the contractor in electronic file format via electronic means. Files must be handled in strict accordance with the instructions given by the authorising department to ensure that no reformatting work has to be undertaken by their own services. The completed assignment will then be returned to the authorising department in electronic file format via electronic means.

It should be noted that the Translation Centre currently uses Office 2013. This may of course change during the period of validity of the contracts resulting from this call for tenders, and contractors will be expected to make every possible effort to follow any such developments within a reasonable period of time.

#### 1.7.4 Translation memory software

Contractors may be required to work on assignments using translation memory software or on assignments which have already been processed using such software. It should be noted that possession of and familiarity with a translation memory program is not a condition for submitting a tender, but, on signing the framework contract, successful tenderers will be required to sign the declaration (Annex II of the framework contract) that they are prepared to equip and acquaint themselves with the relevant translation memory software should it be required for any specific assignment. Where they are not prepared to do so, they waive their right to be awarded the contract

It should be noted that the Translation Centre currently uses SDL Trados for the translation of texts in the fields referred to in these specifications. Contractors will be required to use translation memory software that is fully compatible with the SDL XLIFF format. Failure to comply with the technical requirements may lead to sanctions, as stated in the relevant articles of the framework contract.

#### 1.7.5 Deadline for delivery

The deadline depends on the length of the document and the urgency with which it is required. The agreed deadline is confirmed on the order form issued for the assignment. The contractor will be required to send immediate confirmation of acceptance of the order using the freelance portal. The burden of correct and timely delivery shall be borne by the contractor. Repeated failure to respect a deadline without prior agreement from the Translation Centre may lead to sanctions, as stated in the relevant articles of the framework contract. Possible delays in delivery must be reported to the authorising department not later than 48 hours

before the deadline for delivery or immediately when the causes of such delays arise.

#### 1.7.6 Prices and value-added tax

The price offer per standard page of 1,500 characters (excluding spaces) must be submitted using **the mandatory form** – ‘Tender submission form’ (Part A - paragraph 3.2). The price must be inclusive of all costs (management, secretariat, salaries, social security payments, office expenses, insurance, communications, handling and delivery of texts, access to terminology and documentary database, etc.). The price must be expressed in euro (EUR) with up to two decimal places.

In accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Translation Centre is exempt from all taxes, duties and dues, including value-added tax. These may not therefore be taken into account when calculating the quotation. Where applicable, the amount of VAT should be quoted separately.

The Translation Centre intends to implement electronic invoicing in the near future for its contractors. Once implemented, contractors should make every possible effort to comply within a reasonable period with the new standard for electronic data exchange.

The Translation Centre applies an invoicing based on the matching rate of the pre-translation using memories (point 4 draft contract).

For translation assignments which have been pre-treated using Computer-Assisted Translation software, the number of standard pages of source text shall be reduced in proportion to the text wholly or partially pre-treated as follows:

- 100% match and/or repetitions - the characters concerned shall be counted with a value of 20%;
- 85-99% match - the characters concerned shall be counted with a value of 50%;
- less than 85% match - the characters concerned shall be counted with a value of 100%.

#### 1.7.7 Quality of the completed assignments

**All completed and delivered assignments must be of such quality as to require no further correction by the Translation Centre.** Contractors must ensure, inter alia, that all specific instructions from the authorising department are followed, that the translation is complete, accurate and consistent, that references to documents already published have been checked and quoted correctly, that terminology used is consistent throughout the text and with any relevant reference material, that sufficient attention has been given to style, register and readability of the translation, and that the agreed deadline is respected scrupulously.

Each assignment will be assessed by the Translation Centre using the standard assessment sheet (Annex I of the framework contract), which forms an integral part of the framework contract. This assessment in no way diminishes the contractor's obligation to ensure that all assignments can be used as sent, without any further revision or correction by the Translation Centre's services.

Where the quality of the assignment is assessed as being of an exceptionally high standard (+1) or an unacceptably poor standard (-1), the assignment will be forwarded to an assessment committee. Where the initial assessment is invalidated, the contractors ranking remains unchanged. Where the

initial assessment is confirmed, an assessment of -1 shall result in **10 points** being deducted from the points initially awarded to the contractor while an assessment of +1 shall result in **10 points** being added. This will ensure that the ranking of contractors reflects the actual quality of the service offered throughout the duration of the contract. Attention is drawn to the additional sanctions (referred to in the relevant articles of the draft framework contract) that the Translation Centre may apply in cases of repeated non-conformity of deliverables with expected quality standards.

#### 1.8 Collaboration with other entities

Two ways of collaborating in a tender may be considered: either as joint partners or through subcontracting. For the purposes of this procedure, both joint offers and subcontracting are allowed. Tenders may also combine both approaches.

The tender must in any case specify very clearly whether each party involved in the tender 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 document to be completed for this purpose is the 'Tender submission form' (Part A - paragraph 1.3).

The implications of these two modes of collaboration are radically different.

##### 1.8.1 Joint Offers

- A joint offer is a tender submitted by a group of tenderers. Partners in a joint offer assume *joint and several liabilities* towards the Translation Centre 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 offer is successful

are thus incompatible with the principle of joint and several liability. The Translation Centre will disregard any such statement contained in a joint offer. It further reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with the requirements of the terms of reference of the procedure.

- ▶ If you intend to tender with a partner, and have already set up a consortium or similar entity to that end, you should mention this fact in the tender, together with any other relevant information in this connection.
- ▶ If you intend to submit a joint tender, you should be aware that, if you are awarded the contract, the Translation Centre will require you to give 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,
  - ✓ an entity without legal personality but offering sufficient protection of the Translation Centre's 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 the 'power of attorney' included in the 'Tender submission form' (Part A - paragraph 1.3).

The members of the group must authorise one of the members to sign the tender and the contract should it be awarded to them, be responsible for receiving and processing payments on behalf of the group and manage and coordinate the service.

- ▶ Joint offers will be assessed as follows :
  - ✓ The exclusion criteria will be assessed in relation to each company individually,
  - ✓ The selection criteria for economic, financial, technical and professional capacity will be evaluated in relation to the combined capacities of the tendering group as a whole.
  - ✓ The award criteria will be assessed in relation to the tendering group as a whole.

### 1.8.2 Subcontracting

- ▶ Subcontracting is defined as a situation where a contract has been or is to be concluded between the Translation Centre and a contractor who, in order to carry out the services, enters into legal commitments with other entities to provide part of the service.

Individual translators working for a tenderer as freelancers are not to be considered as subcontractors. It depends on the contractual agreements between the parties concerned.

- ▶ Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards the Translation Centre for performance of the contract as a whole.

Accordingly,

- ✓ the Translation Centre will handle all contractual matters exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- ✓ the main contractor can under no circumstances avoid liability towards the Translation Centre on the grounds that the subcontractor is at fault.
- ▶ Where your tender envisages subcontracting, it must include the documents requested – 'Tender submission form' (Part A – paragraph 1.3):

- ✓ a declaration with the proportion of the contract they intend to subcontract, the criteria for selecting documents for subcontracting, and the applicable contractual conditions;
- ✓ a letter of intent by each subcontractor stating their intention to collaborate with you if you are awarded the contract.
- Offers involving subcontracting will be assessed as follows :
  - ✓ The exclusion criteria will be assessed in relation to the tenderer and each proposed subcontractor;
  - ✓ The selection criteria for economic, financial, technical and professional capacity will be evaluated in relation to the combined capacities of the tenderer and all proposed subcontractors as a whole.
  - ✓ The award criteria will be assessed in relation to the tenderer and all proposed subcontractors as a whole.

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



## 2. How to tender

### 2.1 Content and presentation of tenders

#### 2.1.1 Guidelines

- ▶ In submitting their bid(s), tenderers undertake to accept the provisions of the invitation to tender, the specifications and all annexes thereto and waive their own terms of business.
- ▶ Conditional offers are not permitted.
- ▶ Tenders must be drawn up in accordance with the provisions of all documents for the purposes of this call for tenders. They should be accurate and concise, and make it clear that the tenderer is able to meet the requirements of these Specifications and to carry out the work on the terms stipulated therein.
- ▶ Tenders must contain all the information required to enable the contracting authority to analyse them in terms of the exclusion, selection and award criteria set out below. It should be noted that tenderers shall be judged solely on the content of the written offers submitted as part of the current call for tenders. All supporting documents must be included.
- ▶ Tenders must be submitted in one of the official languages of the European Union. In order to ease and speed up the tender evaluation, English is the preferred language for submission. Nonetheless, the choice of language will not be relevant for the purpose of the tender evaluation.
- ▶ Tenderers providing documents and/or certificates drafted in languages other than the EU official languages must provide a translation of these documents into one of these official languages.
- ▶ The copies of the relevant supporting documents (signed Curriculum Vitae, diplomas, certificates or other documents attesting the

professional experience) are accepted. However, at any time, the originals of these documents may be requested by the Evaluation Committee.

#### 2.1.2 Your tender

- ▶ Tenders must be submitted in two separate files (Part A and Part B). Each file must be assembled in a coherent fashion (e.g. bound or stapled), with continuous page numbering and following the order specified in the 'Tender submission form'.
- ▶ An index of the tender and its attachments should be provided at the beginning of the file. (one for Part A and one for Part B).
- ▶ Tenders must be submitted using the 'Tender submission form' with all the required documents and evidence attached.
- ▶ All the pages of the tender (including all documents attached) must be duly numbered (by hand or by stamp) and the corresponding page numbering for each section must be recorded in each file's index.
- ▶ The first separate file (Part A) must include all the supporting documents relating to the exclusion, selection (except the professional capacity stated under paragraph 3.2.4 of the tender specifications) and award criteria;
- ▶ The second separate file (Part B) must include all the evidence as regards the professional capacity stated under paragraph 3.2.4 of the tender specifications.

#### 2.2 Submitting tenders

- ▶ Only one tender may be submitted per tenderer.
- ▶ The tenderer shall connect to the call for tenders portal (registration is required and free of charge) and fill in all the data required for the tenderer's identification and all the information about the lots applied for. Once the 'form' has

been completed, the tenderer must validate it. The form must be then printed and signed by the tenderer and attached to the tender as the cover page of the first file (Part A).

- ▶ Tenders must be submitted in duplicate: one original and one copy. They should be clearly labelled as 'Original' and 'Copy' respectively.
- ▶ Tenders must be submitted in a sealed envelope. Depending on the size of the tender, the term 'envelope' will cover – by extension – parcels, packages, boxes, etc.
- ▶ If self-adhesive envelopes are used, they must be sealed with adhesive tape, and the sender must sign across this tape. It is highly recommended to use adhesive tape in any event.
- ▶ The original and the copy of the tender must be placed inside two sealed envelopes:
- ✓ *The inner envelope*, addressed to the section designated in the letter of invitation to tender, should be marked:

Invitation to tender – Ref. Call for Tenders FL/LEG17-04FR - Not to be opened by the internal mail service

Appel d'offres – Ref. Call for Tenders FL/LEG17-04FR – A ne pas ouvrir par le service courrier

- ✓ *The outer envelope*, addressed to the Translation centre designated in the letter of invitation to tender, should be marked:

Translation Centre for the Bodies of the  
European Union  
Legal Affairs Section  
Ref. Call for tenders FL/LEG17-04FR  
Bâtiment Drosbach  
12E, rue Guillaume Kroll  
L-1882 Luxembourg

▶ Tenders must be:

- ✓ either sent by registered mail, dispatched **no later than 19 January 2018** (the postmark serving as proof of dispatch);
- ✓ or sent by private courier, dispatched **no later than 19 January 2018** (the deposit slip serving as proof of dispatch);
- ✓ or delivered by hand by the tenderer in person or by an authorised representative to the Reception of the Translation Centre no later than **17.30 on 19 January 2018** (in which case a receipt, signed and dated by an official of the Translation Centre authorised to take delivery, must be obtained as proof of submission). The service is open between 08.30 and 17.30 (CET) from Monday to Friday. It is closed on Saturdays, Sundays and Translation Centre holidays.
- ▶ Changes to tenders or additional information will be accepted only if they are sent on or before the final date for the receipt of tenders and in accordance with the instructions given above.
- ▶ Expenses incurred in the preparation and dispatch of tenders cannot be refunded.
- ▶ Tenders should be submitted in an environmentally-friendly way by:
- ✓ choosing a simple and clear structure (index for each file),
- ✓ using double-sided printing,
- ✓ avoiding binders,
- ✓ avoiding attachments (brochures, booklets, etc.) unless required in the Specifications.

2.3 Contacts

Contacts between the tenderers and the Translation Centre concerning this call for tenders are prohibited throughout the procedure, except in exceptional circumstances and under the conditions listed below:

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### 2.3.1 Before the closing date for the submission of tenders

► At the request of tenderers

The awarding authority may accept and answer requests for clarification of the invitation to tender before the closing date for submission of tenders, but only if such requests are addressed to the contact person designated in the letter of invitation to tender (and only to that person, all other contacts being prohibited), and if sent by email (questions received by other means - telephone, etc. cannot be accepted).

Requests for additional information and/or clarifications received less than six working days before the final date for submission of tenders will not be processed.

Written questions should be clear and concise and refer explicitly to the relevant paragraph of the Specifications. The contact person has strict instructions to decline any telephone communications with tenderers, and to refrain from disclosing information regarding the state of the procedure.

► At the request of the awarding authority


If the Translation Centre discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the procurement documents. it may notify all those concerned.

Additional information of this type will also be published on the Website of the Translation Centre. Interested parties are therefore strongly recommended to consult this site at regular intervals up until the final date for submission of tenders. No individual replies will be given.

### 2.3.2 After tenders have been opened

If clarification is required in connection with the tender, or if obvious clerical errors in the tender must be corrected, the awarding authority may contact the tenderer, although such contact may not lead to any alteration of the terms of tender.

No information of any kind will be given on the state of progress of the evaluation of tenders until the procedure will be concluded.



### 3. Evaluation of tenders

The evaluation will be based on the information provided on the tender in the 'Tender submission form'. Admissible tenders will be evaluated in stages:

- Admissibility stage: Tenderers must be nationals of a Member State of the European Union or have their head office or domicile in a Member State of the European Union, or of the European Economic Area, or in another state which has concluded an agreement on public procurement for the same category of services with the European Union and must provide proof thereof in accordance with their national legislation. EU nationals established in non-EU countries may therefore also tender. Any individuals tendering will be required to provide proof of their nationality.
- Stage 1 (exclusion criteria) consists of checking whether tenderers may take part in the tendering procedure and, if successful, be awarded the contract.
- Stage 2 (selection criteria) consists of checking the technical and professional capacity and economic and financial standing of tenderers who have passed the exclusion stage.
- Stage 3 (award criteria) consists of assessing the technical and financial offers of all tenderers who have passed the exclusion and selection stages, and establishing a ranking order.

The final stage will be to award framework contracts for each individual lot to the tenderers who have successfully passed all the previous stages and have submitted the economically most advantageous tenders.

Before the contract is signed, the Translation Centre may decide not to award the contract or to cancel the procurement procedure without

tenderers being entitled to any compensation. Where appropriate, the grounds for such a decision will be brought to the attention of tenderers.

#### 3.1 Assessment of tenderers – Exclusion criteria

Tenderers or their representatives shall provide a declaration on their honour duly completed, signed and dated that they are not in one of the situations referred to in Articles 106 and 107 of the Regulation on the financial rules which lead to exclusion as included in the 'Tender submission form' (Part A - paragraph 1.6) and attach the required evidence.

##### 3.1.1 Exclusion from participation in the procurement procedure:

Tenderers shall provide all supporting documentation relating to the exclusion criteria concerned.

- As sufficient proof that tenderers are not in one of the situations described under a), c), d) or f) of the 'Tender submission form' (Part A - paragraph 1.6), the contracting authority will accept production of a recent\* extract from the judicial record or, failing this, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance certifying that these requirements are met (Part A - paragraph 1.7). Depending on the national legislation of the country in which the tenderer is established, the documents referred shall relate to entities with legal personality and/or natural persons (including in the case of legal persons, company directors or any person with powers of representation, decision-making or control).
- As sufficient proof that tenderers are not in the situation described under a) or b) of the 'Tender submission form' (Part A - paragraph 1.6), the contracting authority accepts a recent\*

certificate issued by the competent authorities regarding the payment of social security contributions and the payment of taxes in the Member State concerned (Part A - paragraph 1.8 and paragraph 1.9). Only in the case where no such certificate or document is issued in the country concerned may it be replaced by a recent\* sworn or solemn statement made by the person concerned before a judicial or administrative authority, a notary or a qualified professional body in the Member State concerned.

Tenders will also have to declare that – ‘Tender submission form’ (Part A - paragraph 1.6):

- following another procurement procedure or grant award procedure financed by the European Union budget, they have not been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- they have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.

\*Recent shall mean for the purposes of this paragraph, issued not more than 12 months prior to the date for submission of tenders.

### 3.1.2 Exclusion from award procedure of the contract if:

- the tenderer has a conflict of interest;
- the tenderer is guilty of misrepresentation<sup>1</sup> in supplying the information required by the contracting authorities or has failed to provide all the information requested;

<sup>1</sup> The Evaluation Committee must check that the information provided is complete in the light of the requirements of the procedure and, if necessary, identify any false statements. In either case, exclusion from the award may have serious consequences for the operators concerned and may result in administrative and financial penalties.

- the tenderer or any member of its staff (where applicable) is an official or other agent currently employed by a European institution or body or a former official or other agent of a European institution or body in receipt of a pension or a monthly allowance paid from the budget of a European institution or body.

- In the case of joint offers by a group/consortia of tenderers or of subcontracting, the exclusion criteria will apply both to the group and to each member of the group or both to the tenderer and to each of its subcontractors. Each party (including subcontractors) must therefore provide the signed declaration and the related evidence requested.

- To speed up the evaluation and contract award procedure, all required evidence must be attached to the signed declaration on honour form included in the ‘Tender submission form’ and be submitted with the tender.

## 3.2 Assessment of tenderers – Selection criteria

Tenderers will be selected on the grounds of the criteria set out below:

### 3.2.1 Status and legal form of tenderers

Tenderers must indicate *their legal status* and provide appropriate proof (e.g. VAT number or registration number in a trade or professional register or copy of acts of foundation or of incorporation, photocopy of identity card or passport etc.). – ‘Tender submission form’ (Part A - paragraph 2.1).

Tenderers must indicate *the name and position of the person(s) empowered to represent the tendering party* (or parties in the event of a joint tender) and entitled to sign the framework contract

if the tender is successful and must provide appropriate proof thereof – ‘Tender submission form’ (Part A - paragraph 2.2)

Any individuals tendering and not subject to VAT for the provision of the services covered by this contract must indicate *the reasons for their exemption* and provide proof thereof – ‘Tender submission form’ (Part A - paragraph 1.2)

### 3.2.2 Economic and financial standing

- All tenderers must provide proof of their economic and financial standing – ‘Tender submission form’ (Part A - paragraph 2.3) *by means of one or more of the following documents:*
  - ✓ an appropriate statement(s) from (a) bank(s): a letter issued and signed by a bank attesting the good accountability of the tenderer;
  - ✓ evidence of a professional risk indemnity insurance;
  - ✓ the presentation of balance sheets or extracts from balance sheets for the last two 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 statement of overall turnover and of turnover for the last three financial years for the type of services covered by this call for tenders.

### 3.2.3 Technical capacity

Tenderers must demonstrate that they have *an adequate technical infrastructure* to enable them to carry out the work which will be provided under this framework contract.

In order to be selected, tenderers must therefore provide the relevant information – ‘Tender submission form’ (Part A - paragraph 2.4), which

indicates the minimum technical requirements imposed in this connection.

- Tenderers who answer “No” to any of the mandatory requirements will not be selected.
- In case of joint offers by a group/consortia of tenderers, the selection criteria concerning status and legal form (see paragraph 3.2.1) will be assessed in relation to each party individually;
- economic and financial standing and technical capacity (see paragraphs 3.2.2 and 3.2.3) will be assessed in relation to the group as a whole, or together with subcontractors if any.

### 3.2.4 Professional capacity

Tenderers must show that they have the professional competence to enable them to carry out the work which will be provided under this contract in accordance with the quality criteria stated.

- *For their organisation*, tenderers (with the exception of natural persons working individually/on their own) must:
  - ✓ Indicate the names, educational and professional qualifications of the persons in charge of executing the work under the call for tenders, by supplying a detailed organisation chart – ‘Tender submission form’ (Part B - paragraph 4.1) identifying:
    - the persons responsible for managing work with precise details of their contractual status, responsibilities, training and professional qualifications;
    - all the translators responsible for carrying out the work, with the precise details of their contractual status and clear indications as regards the lots which they will translate;



- any other staff members involved in the project (technical, linguistic and support staff, etc.).
- ✓ A detailed description of their organisation, stating the tasks carried out by each member (including members of the joint offers or subcontractors where applicable) – ‘Tender submission form’ (Part B - paragraph 4.2).
- For their *qualifications & professional experience*, tenderers must:
  - ✓ Provide **the professional translation experience of the tenderer** in the table enclosed – ‘Tender submission form’ (Part B – paragraph 4.3).
  - ✓ Provide the supporting documents with regard to professional experience in translation for the tenderer – ‘Tender submission form’ (Part B - paragraph 4.3.1).

The tenderer's translation experience must be equivalent to **2,000** standard pages **in the language combination** for which the bid is submitted, **in the legal field**.

- ✓ Provide **the qualifications of the translation team proposed** in the table – ‘Tender submission form’ (Part B – paragraph 4.4).  
The tenderer shall connect to the call for tenders portal and fill in the online form ‘Linguistic team’ with all the data required for each language combination submitted (one form for each lot submitted). Once the ‘form’ has been completed, the tenderer must validate it. The form must be then printed and attached to the tender for each lot submitted (Part B - paragraph 4.4).

- ✓ Provide **the signed curriculum vitae with the contact details**<sup>2</sup> (postal address, telephone number and email address) **of each translator** involved in carrying out the work under this project – ‘Tender submission Form’ (Part B - paragraph 4.4.1)
- ✓ Provide **the photocopy(ies) of the diploma(s)**<sup>3</sup> **of each translator involved** – ‘Tender submission Form’ (Part B - paragraph 4.4.2)

Each translator involved in the project must comply with the minimum level of qualification described below:

□ Either Profile 1:

A university degree or equivalent qualification in law (or a qualification giving access to employment as an advocate, barrister or solicitor).

□ Or Profile 2:

A university degree or equivalent qualification in translation or languages.

- One year's full-time work as a translator is equivalent to 1,000 standard pages.
- One standard page = 1,500 characters, excluding spaces, in the source language.
- It is in the tenderer's interest to give as many details as possible in the curriculum vitae and supporting documents with regard to experience.
- For experience to be taken into account, it must be accompanied by some acceptable form of proof, such as reference letters or certificates; all of which must clearly indicate **the volume of work done, the task executed (translation work), the language combination, the name of**

<sup>2</sup> Please note that all curricula vitae without contact details will be rejected!

<sup>3</sup> In case of doubt as regards their qualifications, tenderers should check the level of their degree with the competent national authorities.



**tenderer and the field concerned** in order to be considered valid.

- Letters of reference and certificates must be issued on paper with the letterhead of the certifier's entity. They must be signed and the contact details of the certifier must be clearly indicated in order to be considered valid.
- In this context, self-declarations or evidence not endorsed by a third party cannot and will not be accepted.
- Attention is drawn to the fact that the Translation Centre reserves the right to follow up with the third party on the validity of certificates submitted
- No changes may be made to the translation team listed in the tender, and accepted as valid by the Translation Centre, without the prior agreement of the Translation Centre.

In case of doubt as regards their qualifications, tenderers should check the level of their degree with the competent national authorities.

### 3.3 Evaluation of tenderers – Award criteria

The offers from tenderers passing the selection phase will be evaluated using the criteria set out below and the information submitted in the technical offer – 'Tender submission form' (Part A - Paragraph 3.1.1 and 3.1.2).

3.3.1 The likely quality of the service provided (weighting 70% in the quality-price ratio) will be evaluated in the light of:

- *Working methods and quality control procedures*, paying particular attention to:
  - ✓ Criteria adopted for assessing, accepting and (if applicable) assigning texts for translation and methods used to ensure strict compliance with

deadlines and mitigate the consequences of unexpected delays, to cope with unpredictable circumstances, to back up work and IT security tools and the translation tools used (20/100);


- ✓ Language and terminological resources (10/100);
- ✓ Quality assurance applied to the translation job, including the method used to revise the translation and to incorporate feedback from requesters (10/100).
- *Qualification and experience of the tenderer* for the purpose of providing the services requested, including the qualification of the translation team and the tenderer's specialisation in the field concerned (60/100).
  - Please note that Profile 1 will be considered an asset.
  - Tenderer's translation experience in the language combination and in the legal field over the minimum required for which the bid is submitted, will be considered an asset (up to an overall maximum of 5,000 pages).

Tenders with less than 60 points out of a total score of 100 points will be considered to be of an unacceptably low quality and will not be evaluated any further.

In the case of consortia or groups, the description of the award criteria, namely working methods and quality control procedures, shall be submitted with regards to each supplier in the consortium/group and to the consortium/group as a whole.

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3.3.2 Price per lot of standard page (weighting 30% in the quality-price ratio)

- *The tender or price offer must be inclusive of all costs* (management, secretariat, salaries, social security payments, office expenses, insurance, communications, handling and delivery of texts, access to terminology and documentary databases, etc.), exclusive of all taxes, duties, and dues<sup>4</sup>. It must be expressed in euro (EUR) per standard page of 1,500 characters (excluding spaces) in the source language. The price must be expressed in euro (EUR) with up to two decimal places, on the mandatory form – Tender submission form (Part A - paragraph 3.2)
  - *The price may vary from one lot to another.*
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<sup>4</sup> See Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

#### 4- Award of the Contract

Contracts will be awarded on the basis of the economically most advantageous tender in the light of the award criteria, i.e. the quality-price ratio. This ratio will be calculated as follows:

$$[(NQ * 0.7) + (NP * 0.3)] * 100$$

$$NQ = Q / \text{Max (Q)}$$

$$NP = \text{Min (P)} / (P)$$

Q = 'quality' mark of the evaluated tender.

Max (Q) = the highest 'quality' mark among tenders having reached the award phase (paragraph 3.3) and which have obtained a quality mark of at least 60/100 points.

P = the price in euros per standard page specified in the tender.

Min (P) = the lowest price among tenders having reached the award phase (paragraph 3.3) and which have obtained a quality mark of at least 60/100 points.

The contract shall be concluded only by the joint signature - by the Translation Centre on the one hand and by the tenderer on the other - of the draft framework contract enclosed with these Specifications, duly completed by the Translation Centre on the basis of the successful tender.

Tenders will be valid for a period of 12 months from the final date for the receipt of tenders. If the period of validity of the tenders expires before the award procedure has been completed, conclusion of the contract shall be subject to the tenderer's agreement in writing.

## 5. Other general conditions or requirements

### 5.1 Rules of Free competition

By signing and submitting a tender, the tenderer or, in the case of a group, each member of the consortium, certifies on behalf of his undertaking or group that:

- ▶ the price quoted in the tender has been fixed independently without consultation or communication on any point relating to price, with any other tenderer or competitor;
- ▶ unless otherwise required by law, the price quoted in the tender has not been and will not be knowingly communicated by the tenderer to any other tenderer or competitor either directly or indirectly before the opening of the tenders;
- ▶ the tenderer has not made and will not make any attempt to induce any other person or undertaking to submit or refrain from submitting a tender with a view to restricting competition.

### 5.2 Rules of confidentiality applicable to contractors

All working documents shall be considered confidential. Contractors shall not disclose any such documents to third parties.

The contractor shall obtain assurance from each member of its staff (internal or external/subcontractors) that they will respect the confidentiality of any information relating, directly or indirectly, to the execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not publicly available, even after execution of the contract. The contractor's attention is also drawn to the actual clauses and confidentiality clauses relating to IT services they may use for the storage of data, which should be compliant with the rules stated above.

### 5.3 Protection of personal data by the Translation Centre

If processing your reply to the call for tenders involves the recording and processing of personal data (such as names, addresses and CVs), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the Specifications of the call for tenders and will be processed solely for that purpose<sup>5</sup> by the Centre's Legal Affairs Section (tenders@cdt.europa.eu).

Data of successful tenderers are retained for a period of five years from the date on which the European Parliament grants discharge for the budgetary year to which the documents relate and data of unsuccessful tenderers are retained five years following signature of the related contract.

Details concerning the processing of your personal data are available on the Specific privacy statement for processing of personal data related to procurement procedures at: [http://cdt.europa.eu/sites/default/files/documentation/pdf/privacy\\_statement\\_procurement\\_en.pdf](http://cdt.europa.eu/sites/default/files/documentation/pdf/privacy_statement_procurement_en.pdf)

<sup>5</sup> The legal basis for the processing is Regulation (EU/Euratom) no 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015 and Commission Delegated Regulation (EU) no 1268/2012 of 29 October 2012 on the rules of application of the financial regulation, amended by Commission Delegated Regulation no 2015/2462 of 30 October 2015.

#### 5.4 Information to be provided after signing the contract

- Each translation staff member working on assignments covered by this call for tenders must fulfil all the requirements set out in these specifications, which form an integral part of the contract, and be part of the translation staff listed in the tender. No changes may be made to translation staff listed in the tender, and accepted by the Translation Centre, without the prior agreement of the Translation Centre.
- The contractor undertakes to provide the authorising authority with the name(s) of the Translator(s) responsible for each assignment carried out.
- Once the contract has been signed, the Translation Centre might carry out checks on the information provided in the 'Tender submission form' (Part B – paragraph 4.3 and paragraph 4.4) as regards the qualifications of the team of translators and the experience of the tenderer. It is therefore in the tenderer's interest to check the information declared for each translator regarding their qualifications before completing the tables – 'Tender submission, form' (Part B – paragraph 4.4) and to include only the information for which appropriate evidence can be provided.

Please note that it may be considered as serious professional misconduct and may lead to termination of the contract and to exclusion from participating in future calls for tenders in accordance with the terms of the Financial Regulation and the implementing rules thereof if:

- members of the translation staff listed in the tender, and accepted by the Translation Centre, are changed without the prior agreement of the Translation Centre;

- any changes are made as regards subcontractors and/or partners in a joint tender without the prior agreement of the Translation Centre;
- sufficient evidence cannot be provided upon request by the Translation Centre as regards the qualification of each member of the team of translators.

Contractors may also be required to provide any information relating to the job at hand.

In accordance with paragraph 1.7.2 of the Specifications, contractors may also be asked to supply details as regards translation capacity, for information purposes.

**Whenever a case of suspected fraud will be revealed, the Translation Centre will inform the European Antifraud Office (OLAF) without delay.**