



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR TRANSLATION

Directorate S — Customer relations  
**S.2 — External translation**

## **Tender specifications**

TRAD19

(open procedure)

Translation of European Union documents

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## PART I — SUBJECT OF CALL FOR TENDERS

### 1. SERVICE TO BE PROVIDED

The European Union ('the Union') is launching a call for tenders to conclude framework contracts (FWCs) for the translation of documents on its policies and administration. The contracting authority, representing the Union, is the European Commission's Directorate-General for Translation (DGT).

The service to be provided is mainly **translation**. For the purposes of these FWCs, translation includes revision and review. Assignments may involve amendments, that is, translating and incorporating changes to the content of a text that has already been translated (for example new versions of texts). The assignments may also include delivery of translation memories or files in a localisation file format such as XLIFF, created in performance of the FWC.

The delivered assignments must be of the highest quality, in the requested file format, fully revised and ready for publication. Deadlines may be very short. As translations are often needed for use in scheduled meetings, publications or ongoing legislative procedures, deadline compliance is essential, in particular for urgent assignments.

The source texts will be of varying length, type (including legislation and highly technical texts) and difficulty, and may concern any of the Union's areas of competence.

DGT is looking for highly qualified and experienced translation service providers with sufficient capacity on whom it can fully rely. Individuals (submitting joint tenders, for example), organisations and other groups of economic operators can apply. Tenderers may tender for one or more lots (language combinations).

For each lot, tenders will be ranked according to their quality/price ratio and FWCs will be awarded to the tenderers that have submitted the highest ranked tenders.

The contractor with the highest ranked tender will be offered, and should accept, all assignments, including urgent ones. If the contractor fails to accept an assignment, it will be offered to the next highest ranked contractor.

If the highest ranked contractor repeatedly fails to accept assignments, delivers late or delivers poor quality output, the FWC may be terminated (see Article II.18 of the FWC). The next highest ranked contractor will then be invited to take over the role of highest ranked contractor with one month's notice and will be offered, and should accept, all assignments. DGT will not re-negotiate the conditions of the FWC.

The FWCs enters into force on 1 July 2020 and will be valid until 29 February 2024.

DGT reserves the right not to sign FWCs for all of the lots or to cancel the procedure if the tendering procedure fails to satisfy the needs for which it was launched.

## 1.1. LEGAL BASIS

The legal basis for procurement by the EU institutions and bodies is the Financial Regulation<sup>1</sup> and EU case law.

## 1.2. LOTS

There are 49 lots, as set out in the table in section 14.1. A maximum of five FWCs will be signed per lot.

## 2. DEFINITIONS

In the context of this call for tenders, the following definitions apply:

- **‘assignment’**: the service(s) requested in an order form, in particular translating the document(s) listed therein;
- **‘authorising department’**: the department in DGT responsible for issuing order forms and specific contracts, and processing the related invoices;
- **‘computer-assisted translation (CAT) tool’**: software designed to support and facilitate the translation process, for example translation memory tools and terminology databases;
- **‘contractor’**: an economic actor with which DGT has signed a FWC as a result of this tendering procedure;
- **‘eXtra portal’**: application dedicated to exchanges between DGT and contractors;
- **‘economic operator’**: any natural or legal person, including a public entity, or a group of such persons, which offers to supply products, execute works or provide services or immovable property;
- **‘FWC’**: framework contract concluded between the contracting authority and one or more economic operators, the purpose of which is to establish the terms governing specific contracts or order forms to be awarded in a given period, in particular with regard to price and, where appropriate, quantity of work;
- **‘language resources’**: mono- or multi-lingual data with which DGT may provide the contractors to execute their assignments, for example translation memories and machine translation results in TMX file format, termbases in TBX file format, reference documents in Microsoft Office or other formats, etc.;
- **‘lot’**: one language combination;
- **‘order form’**: a simplified form of specific contract by which DGT issues assignments under this FWC, specifying the nature of the service to be provided, the volume of work, the deadline (date and time) by which it is to be completed and the remuneration due. The order form may also include an information sheet

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<sup>1</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p. 1).

and specific instructions, for example on formatting, the purpose/destination of the text, delivery and the use of translation memory software. Any reference to order forms applies also to specific contracts, and *vice versa*. For the purposes of these FWCs, all services ordered under one order form are considered as one assignment;

- **‘quality assurance’**: a set of processes implemented by the contractor to ensure that the completed assignment fulfils the quality requirements set out in these specifications;
- **‘review’**: to check a target text for suitability for the intended purpose and compliance with the conventions of the domain specified in the order form or specific contract, and to make any necessary amendments in those respects;
- **‘revise’** or **‘revision’**: systematic comparison of the source and target texts before delivery to ensure that the target text is an accurate and consistent rendering of the source text, that it meets the quality requirements set out in these specifications and that any discrepancy in the target text is eliminated;
- **‘source text’**: the text to be translated;
- **‘specific contract’**: a contract issued by the authorising department of the contracting authority that specifies details of a particular assignment under the FWC. It serves the same purpose as the order form, but may contain additional provisions;
- **‘standard page’**: a page of text comprising 1,500 characters, excluding spaces, in the source language (this is roughly equal to 300 words or 30 lines);
- **‘supplier portal’**: the e-PRIOR portal, which allows the contractor to exchange electronic business documents, such as invoices, through a graphical user interface;
- **‘target text’**: the translation;
- **‘tenderer’**: an economic actor which has submitted a tender for this tendering procedure;
- **‘translation memory’**: a database of source-text segments paired with corresponding translated segments;
- **‘version’**: an amendment (usually referred to as version 01, 02, 03, etc.) of a source text still in the process of being finalised by the European Commission;
- **‘working day’**: working day of the European Commission in Brussels.

### 3. QUALITY REQUIREMENTS AND QUALITY CONTROL

#### 3.1. QUALITY CRITERIA

The delivered assignment must be such that it can be used as it stands upon delivery, without further formatting, revision, review or correction by DGT. Text originating from language resources provided by DGT (including translation memory segments with a 100% match rate) must also be revised and reviewed as necessary to meet the requirements, in particular to ensure consistency throughout the target text.

The delivered assignment must meet the following quality requirements:

### **Linguistic quality requirements**

- ✓ the content of the source text must be accurately rendered in the target text without unjustified omissions or additions;
- ✓ references to and explicit or implicit quotes from published documents must be checked and quoted correctly;
- ✓ correct terminology must be used consistently throughout the text in line with the relevant domain, reference documents and appropriate naming conventions;
- ✓ linguistic norms for the target language must be followed consistently, in particular as regards grammar, punctuation and spelling;
- ✓ institutional and document-specific style requirements must be met, for example relevant style guides and document templates, specific instructions from the authorising department, etc.; and
- ✓ general style requirements must be met, for example the text must be fluent, idiomatic, consistent and tailored to the target audience;

### **Technical quality requirements**

- ✓ deadline compliance (date and time);
- ✓ design and presentation requirements must be met, for example text and paragraph formatting, physical layout, integration of graphical elements, mark-up (tags) and any technical requirement for particular settings and segmentation;
- ✓ the formatting of the source text must be replicated (including codes and tags if applicable), unless a different format is specified in the order form;
- ✓ if the assignment involves delivery of a Word file and a translation memory, or an XLIFF file, the content of the files must correspond, that is, the translation memory or the XLIFF file must contain the final version of the target text as delivered in the Word file; and
- ✓ the structure of XLIFF files must not be changed or damaged in any way, for example by changing their names, language codes or segmentation.

## **3.2. EVALUATION OF DELIVERED ASSIGNMENTS**

DGT will evaluate the delivered assignment for conformity with the quality requirements and grade it as follows:

**‘very good’** – the assignment complies fully with the quality requirements. No or only very minor intervention is required;

**‘good’** – the assignment generally complies with the quality requirements, but has a limited number of minor shortcomings with regard to one or more of them and requires some intervention;

**‘insufficient’** – the assignment falls short of the quality requirements. The shortcomings are frequent or severe and impair the overall usability and reliability of the assignment. Considerable revision effort is required to ensure that the assignment is fit for its intended purpose; or

**‘unacceptable’** – the assignment clearly does not meet the quality requirements. There are many significant shortcomings. Owing to their high frequency or severity, the shortcomings seriously impair the overall usability and reliability of the assignment. The shortcomings imply considerable deficiencies in professional diligence and/or quality control. Extensive revision or full or partial retranslation is required to ensure that the translation is fit for its intended purpose. No payment will be made.

Information on the evaluation will be made available via the eXtra portal. This may include comments that the contractor should take into account for future assignments.

### **3.3. MONTHLY ASSESSMENT**

Each month, DGT will assess the overall performance of the FWC by checking the quality of the evaluated pages delivered in the previous month *n*.

For the purpose of the assessment, an evaluated page is of sufficient quality (pass) if it is graded ‘very good’ or ‘good’, and of insufficient quality (fail) if it is graded ‘insufficient’ or ‘unacceptable’.

If fewer than 85% of the evaluated pages are graded as pass pages, a penalty of 15% of the value<sup>2</sup> of the assignments delivered in month *n* is applied. If this happens again within nine months of month *n*, a 30% penalty is applied and a warning is sent to the contractor that a recurrence within nine months of month *n* will result in the FWC being terminated. If it happens a third time within nine months of month *n*, a 50% penalty is applied and the FWC is terminated in accordance with its Article II.18.

If fewer than 500 pages were delivered in month *n*, the assessment will be suspended until that threshold has been reached. The penalty will be calculated on the basis of the value of the assignments delivered in the whole period covered by the assessment. The first month of the period will be considered as month *n* for the calculation of the nine-month period.

The contractor has five working days from being notified of the penalty to submit comments.

## **4. IMPLEMENTATION OF THE FRAMEWORK CONTRACT**

### **4.1. ALLOCATION OF ASSIGNMENTS**

Assignments will be made available on the eXtra portal. The highest ranked contractor must confirm its acceptance of an assignment within three hours, unless another time limit is specified. Failure to confirm will be regarded as refusal. The order form will be issued through the eXtra portal as soon as the assignment has been accepted.

### **4.2. DELIVERY AND DEADLINES**

Delivery is made when the completed assignment is uploaded on the eXtra portal or transmitted to DGT as specified in the order form. If the portal is temporarily unavailable, assignments must be sent by e-mail to the address in the order form.

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<sup>2</sup> The price for the delivered pages, calculated as set out in section 15.3.

Unless otherwise indicated in the order form, delivery must take place by 23.59 (Brussels local time) on the date stated therein. The contractor's acceptance of the assignment implies acceptance of the deadline, which then becomes a contractual obligation. Any expected delay must be reported to the authorising department immediately.

Except in cases of *force majeure* (Article II.14 of the FWC), any delay will incur liquidated damages (Article I.6.2) and may lead to termination of the FWC (Article II.18).

#### 4.3. ACCEPTANCE

After verifying the delivered assignment including the availability of supporting documents (for example evidence of acquisition of third parties' rights if requested in accordance with Article I.10.2 of the FWC), DGT will formally accept it, clear it for payment and notify the contractor of its acceptance. Delivered assignments found not to comply with the quality requirements may be sent back to the contractor for completion, in which case they will be formally accepted only after receipt and verification of a corrected assignment.

If the assignment is marked 'unacceptable', the contractor has five working days from being notified of this to submit comments.

#### 4.4. INVOICING

Within 10 working days of being notified that the assignment has been accepted, the contractor must create an electronic invoice in the electronic invoicing module on the supplier portal (accessible through the eXtra portal). Invoices sent by any other means will be rejected.

The invoice must contain:

- the word 'invoice' and an invoice number;
- the contractor's name, address and VAT number for intra-Community purchases. No VAT number is required for contractors with a small business or other exemption that are not entitled to deduct VAT on inputs;
- the date of issue of the invoice;
- the authorising department's name and address (as indicated in the order form(s));
- a reference to the FWC;
- the numbers of the order form(s);
- the amount to be paid (as stated in the order form(s));
- the amount of VAT or the reason for exemption from VAT (as applicable);
- the total amount payable; and
- the IBAN code for the account to which payment is to be made.

**Where VAT is due in Belgium**, the statement on the order form constitutes a request for VAT exemption no 450 under Article 42, paragraph 3.3 of the VAT Code (Circular 2/1978), provided the contractor includes in the electronic invoice:



- the statement ‘*Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)*’; or
- an equivalent statement in Dutch or German.

**Where VAT is due in Luxembourg**, the contractor must include in the invoice the statement ‘*Commande destinée à l’usage officiel de l’Union européenne. Exonération de la TVA, Article 43 § 1 k 2e tiret de la loi modifiée du 12.02.79.*’

**For intra-Community purchases**, invoices should include the statement ‘*For the official use of the European Union. VAT exemption / European Union / Article 151(1)(aa) of Council Directive 2006/112/EC.*’

Contractors are expected to comply with any changes in DGT’s invoicing rules while the FWC is in force.

## **5. CONFIDENTIALITY**

### **5.1. USE OF WEB-BASED TOOLS – PROTECTION OF DATA, CONFIDENTIALITY AND IPRS**

Contractors intending to use web-based tools or any other web-based service (for example machine translation or cloud computing) to execute assignments or any other administrative task related to the FWC must ensure full compliance with the FWC when using such services. In particular, the provisions on confidentiality (Article I.12.2) and on the protection of personal data (Articles I.9 and II.9) must be respected throughout any web-based process. The Union’s intellectual property rights (IPRs) must be safeguarded at all times.

This means, for example, that contractors must verify that web-based machine translation service providers guarantee confidentiality during transmission and processing of the request and undertake to delete any related data immediately after delivery of the machine translation output.

It also means that contractors must not use web-based machine translation services if the conditions of use stipulate that the provider will acquire the IPRs on the text submitted for translation and/or on the produced translation.

### **5.2. SENSITIVE ASSIGNMENTS**

DGT may require additional security for assignments that involve handling sensitive information. It may require the contractor to:

- ensure that the source and target texts and all information about the assignment are treated as confidential and that all personnel with access to the assignment are aware that it is confidential; and
- destroy all physical and electronic copies of the texts and any other sensitive information about the assignment as soon as the contractor has been notified of DGT’s acceptance of delivery.

When subcontracting sensitive assignments, the contractor must ensure that subcontractors comply with DGT’s security and confidentiality requirements. The means by which it transmits texts and any information about the assignment to and from a subcontractor must

guarantee at least the same level of protection as those used by DGT for transmission to the contractor. DGT may stipulate that a sensitive assignment not be subcontracted.

DGT reserves the right to check the contractor's procedures for compliance with these security and confidentiality requirements.

## **6. COMMUNICATION**

Most contacts between DGT and contractors will take place via the eXtra portal. Contractors will register and sign in via an authentication service (currently EU Login) to connect to this and other portals during execution of the FWC.

The contractor's quality coordinator (see section 14.3.2) will be DGT's contact point for linguistic matters. The contact details must be stated in the FWC and updated immediately should they change during execution of the FWC.

If the contractor subcontracts an assignment, it must forward to the subcontractor any specific instructions from DGT about the assignment and any feedback from DGT about the delivered assignment. Subcontractors may contact DGT about content-related matters about the assignment.

## PART II — HOW TO TENDER

### 7. WHO CAN PARTICIPATE?

Participation in this call for tenders is open on equal terms to all natural and legal persons falling within the scope of the EU Treaties. This includes all Union citizens, all natural persons having their domicile in the Union and all legal persons registered in the Union. It is also open to all natural and legal persons established in a non-EU country that has a special agreement with the Union in the field of procurement under the conditions in that agreement,<sup>3</sup> and to international organisations.

Tenderers who are citizens of an EU Member State but established in a non-EU country must provide proof of their nationality.

Tenderers must indicate the state in which they are actually established and present the supporting evidence normally acceptable under the law of that state.

### 8. MINIMUM REQUIREMENTS AND OBLIGATIONS

The conditions offered in the tender are binding for the duration of the FWC. Tenderers must accept all the terms and conditions set out in the tender documents and waive their own general terms and conditions.

Tenderers must not reveal the prices quoted in their tender to any other tenderer or competitor before the opening of the tenders. Tenderers must not try to influence other economic operators to refrain from submitting a tender with a view to restricting competition.

### 9. HOW TO SUBMIT A TENDER

Tenders must be drawn up in accordance with all the tender documents, including the invitation to tender. They must be accurate and concise, and clearly show that the tenderer meets the requirements and is able to provide the services on the terms stipulated. They must include all the information that DGT needs to evaluate them on the basis of the exclusion, selection and award criteria, and all required documents.

Tenders must be prepared using the annexes to these tender specifications and the FWC, in the order in which they are presented there. **All annexes and required documentation must be printed, signed and scanned.** Documents and certificates that are not in an official EU language must be accompanied by a translation into an official EU language.

Tenders must be submitted on DVDs or USB keys in three copies, as follows:

1. one DVD or USB key labelled 'ORIGINAL';
2. one DVD or USB key labelled 'COPY 1'; and
3. one DVD or USB key labelled 'COPY 2'.

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<sup>3</sup> At the time of the drafting of the tender documentation, the following states had such an agreement with the Union: Albania, Bosnia and Herzegovina, Iceland, Liechtenstein, Montenegro, North Macedonia, Norway and Serbia.

Tenders must also include a paper printout of the tender registration form and the technical and financial offer with original signatures.

Tenderers tendering for more than one lot must indicate the lots in question, both in the electronic tender registration form and in the completed annexes to these specifications, and provide evidence that they fulfil the selection criteria for each lot.

## **10. STATUS AND LEGAL FORM (ANNEXES 1 AND 2)**

Tenderers must indicate their legal status and provide appropriate evidence, for example VAT number, registration number in a trade or professional register, acts of foundation or of incorporation, identity card or passport, etc. For joint tenders, this applies to each member of the group.

Tenderers must indicate the name and position of the person(s) empowered to represent them (each member of the group in the case of a joint tender) and authorised to sign the FWC, and include appropriate evidence, for example a power of attorney.

## **11. ECONOMIC AND FINANCIAL STANDING (ANNEX 3)**

All tenderers must provide evidence of their economic and financial standing by means of:

- (a) financial statements for the last three years for which accounts have been closed; and/or
- (b) a statement of overall turnover and turnover for the last financial year available for the type of service covered by this call for tenders.

## **12. COOPERATION WITH OTHER ENTITIES (ANNEXES 4 AND 5)**

Tenderers may cooperate on a tender as a partnership (joint tender), by subcontracting or by a combination of the two.

Tenders must specify clearly:

- the status of the participants, that is, whether they are partners in a joint tender or subcontractors; and
- whether the participants belong to the same group or one is the parent organisation of the other(s).

### **12.1. JOINT TENDERS**

A joint tender is a tender submitted by a group of economic operators. Each member of the group assumes joint and several liability towards DGT for the fulfilment of the terms and conditions of the contract. Statements such as ‘one of the partners of the joint tender will be responsible for part of the contract and another for the rest’ or ‘more than one contract should be signed if the joint tender is successful’ may lead to the rejection of the tender.

Groups do not need a specific legal form to tender, but must nominate one member as leader to sign the tender and the FWC. That member must have full authority to bind the group and each of its members, and will be responsible for the administrative management

of the FWC (invoicing, receiving payments, etc.) on behalf of all members. A power of attorney for this purpose must be included in the tender.

Any change in the composition of the group during the tendering procedure may lead to the rejection of the tender. Any such change after the FWC has been signed is subject to prior approval by DGT. An unauthorised change may lead to the termination of the FWC (Article II.18).

## **12.2. SUBCONTRACTING**

Subcontracting is allowed, but the contractor retains full liability to DGT for implementation of the FWC.

Freelancers and self-employed persons who provide services to a contractor for the execution of the FWC are regarded as subcontractors.

All subcontractors must be properly informed of the provisions of the tender specifications and the FWC, in particular Articles II.7-II.10, II.13 and II.24.

DGT will have no direct legal commitment to subcontractors. It will handle all contractual and administrative matters (for example payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor. Under no circumstances can the contractor avoid liability to DGT on the grounds that a subcontractor is at fault.

Tenders involving subcontracting must include:

- the tenderer's existing or prospective contracts with the subcontractors; and
- a letter of intent from each subcontractor stating its intention to cooperate and confirming that it has read and is aware of all conditions in the tender specifications and the FWC.

Any change of subcontractor during the tendering procedure may lead to the rejection of the tender. Any such change after the FWC has been signed is subject to prior approval by DGT. An unauthorised change may lead to the termination of the FWC (Article II.18).

## PART III — EVALUATION OF TENDERS

DGT will evaluate the tenders on the basis of the information provided therein and against the following criteria:

- ✓ **exclusion** criteria — check as to whether the tenderer can take part in the tendering procedure and, if successful, be awarded the FWC. This is done once for each tenderer, even if the tenderer has tendered for more than one lot;
- ✓ **selection** criteria — check as to whether the tenderer has the required minimum, technical and professional capacity. Minimum and professional capacity is checked for each lot; technical capacity is checked once for each tenderer, even if the tenderer has tendered for more than one lot; and
- ✓ **award** criteria — assessment of how well the tenders correspond to the award criteria, leading – for each lot – to a ranking of the tenderers based on the quality/price ratio of their tenders.

At the end of the evaluation, FWCs for the respective lots will be awarded to the highest ranked tenderers.

### 13. EXCLUSION CRITERIA (ANNEX 6)

#### 13.1. EXCLUSION FROM PARTICIPATION IN THE TENDERING PROCEDURE

In accordance with Article 136 of the Financial Regulation, economic operators who are in any of the exclusion situations referred to in Annex 6 will be excluded from this tendering procedure.

For joint tenders, the exclusion criteria apply to each member of the group and, for tenders with subcontracting, to both the tenderer and all subcontractors.

#### 13.2. EVIDENCE

Tenderers must fill in, sign and date the declaration on honour (Annex 6) that they are not in any of the exclusion situations or that adequate remedial measures have been adopted in accordance with Article 136(7) of the Financial Regulation, and provide the required evidence.

Tenderers must provide the declaration and the required evidence for each member of a joint tender and any subcontractors.

**DGT may at any time request the relevant original documents. Tenderers who fail to provide these on request or are guilty of misrepresentation will be excluded.**

### 14. SELECTION CRITERIA (ANNEX 7)

Tenderers must fulfil the selection criteria on minimum capacity, technical capacity, and qualifications and experience.

For joint tenders, the group as a whole must meet the criteria.

For tenders with subcontracting, the tenderer jointly with the subcontractors must meet the criteria.

## 14.1. MINIMUM CAPACITY

For each lot for which they are tendering, tenderers must have the ‘minimum annual capacity’ shown in the table below. They must confirm this by signing the declaration on honour in Annex 7.1.

**DGT may request formal evidence that the tenderer will have the minimum capacity, for example when this appears incompatible with the tenderer’s overall turnover or professional capacity. Failure to provide this on request may lead to rejection of the tender.**

The minimum capacity is in no way to be regarded as a guaranteed workload.

The minimum capacity is based on DGT’s translation and outsourcing volumes in 2014-2018 (except for EN>GA), which are shown here to give tenderers an idea of the workload and fluctuations in demand. These volumes are in no way to be regarded as a guaranteed workload.

The ‘Lot’ column in the table shows the lots for which FWCs may be signed.

TRAD19									
Lot	Pages translated (2014-2018)				Pages outsourced (2014-2018)				Min. annual capacity (pages)
	Annually		Monthly		Annually		Monthly		
	Lowest	Highest	Lowest	Highest	Lowest	Highest	Lowest	Highest	
1. BG>EN	8,200	10,900	300	1,900	4,400	5,500	0	1,000	<b>6,000</b>
2. CS>EN	5,800	11,200	200	2,200	2,500	6,200	0	1,000	<b>6,000</b>
3. DE>EN	20,700	30,300	600	5,200	8,000	13,600	100	2,900	<b>14,000</b>
4. DE>FR	4,400	7,600	200	1,000	1,600	4,000	0	600	<b>3,000</b>
5. EL>EN	14,900	21,500	400	2,500	4,000	11,100	100	1,800	<b>11,000</b>
6. EL>FR	1,100	2,700	0	600	700	1,200	0	300	<b>1,000</b>
7. EN>BG	68,900	81,600	3,400	12,600	11,300	22,700	300	2,900	<b>23,000</b>
8. EN>CS	68,100	82,300	3,300	13,100	15,400	27,600	600	4,400	<b>28,000</b>
9. EN>DA	67,200	81,700	3,000	13,200	13,200	20,200	400	3,200	<b>20,000</b>
10. EN>DE	98,700	119,300	5,500	13,100	20,700	30,300	1,000	5,600	<b>30,000</b>
11. EN>EL	70,200	84,000	3,400	13,100	16,100	25,300	300	3,800	<b>25,000</b>
12. EN>ES	79,500	92,600	3,700	14,200	14,300	18,600	300	3,800	<b>19,000</b>
13. EN>ET	65,900	80,400	3,200	12,200	14,000	21,300	300	3,200	<b>21,000</b>
14. EN>FI	66,400	81,000	3,200	13,500	8,700	17,300	100	2,600	<b>17,000</b>
15. EN>FR	109,700	123,700	5,800	14,300	27,000	37,900	1,200	6,000	<b>38,000</b>
16. EN>GA*	5,000	19,000	200	7,500	100	3,500	0	800	See below
17. EN>HR	66,300	82,200	3,700	13,100	16,400	27,600	600	4,100	<b>28,000</b>
18. EN>HU	69,000	82,400	3,500	12,700	14,200	24,800	400	3,800	<b>25,000</b>
19. EN>IT	77,000	90,700	3,800	13,000	13,000	22,700	600	3,300	<b>23,000</b>
20. EN>LT	66,000	80,100	3,100	13,100	11,200	23,100	400	3,900	<b>23,000</b>
21. EN>LV	65,700	80,600	3,400	12,500	16,700	21,700	600	3,000	<b>22,000</b>
22. EN>MT	63,800	79,300	3,700	13,100	11,000	20,700	100	2,900	<b>21,000</b>
23. EN>NL	70,800	84,400	4,100	12,800	11,800	17,700	400	3,000	<b>18,000</b>

24. EN>PL	69,800	85,300	3,800	12,600	12,900	24,300	600	3,800	<b>24,000</b>
25. EN>PT	71,000	86,000	3,600	13,200	12,900	21,000	300	3,900	<b>21,000</b>
26. EN>RO	69,700	83,200	3,500	12,700	12,300	18,600	300	2,400	<b>19,000</b>
27. EN>SK	67,600	79,800	3,500	12,400	12,400	26,500	100	4,200	<b>27,000</b>
28. EN>SL	66,300	80,000	3,300	13,300	16,200	25,600	600	3,800	<b>26,000</b>
29. EN>SV	67,800	82,400	3,600	13,400	13,800	20,100	500	2,600	<b>20,000</b>
30. ES>EN	15,700	19,200	600	5,500	5,900	11,400	0	2,800	<b>11,000</b>
31. ES>FR	3,500	4,800	100	800	700	2,400	0	600	<b>2,000</b>
32. FI>EN	3,700	8,100	100	1,800	1,600	4,400	0	800	<b>4,000</b>
33. FR>DE	3,900	10,000	100	1,800	1,200	2,700	0	400	<b>3,000</b>
34. FR>EN	13,300	20,300	600	3,400	3,100	5,800	0	2,000	<b>6,000</b>
35. FR>NL	4,600	9,200	100	1,600	1,300	3,100	0	700	<b>3,000</b>
36. HR>EN	3,300	8,400	100	2,800	1,800	4,900	0	900	<b>5,000</b>
37. HU>EN	7,000	12,400	100	2,700	5,000	7,300	100	1,600	<b>7,000</b>
38. IT>EN	11,300	19,300	400	3,200	4,600	10,300	0	1,800	<b>10,000</b>
39. IT>FR	3,000	5,100	100	800	1,300	2,500	0	400	<b>2,000</b>
40. LT>EN	4,400	7,000	100	1,200	2,500	4,500	0	700	<b>5,000</b>
41. LV>EN	2,800	6,000	0	1,100	1,300	4,200	0	1,000	<b>4,000</b>
42. NL>EN	6,200	12,000	100	2,000	2,500	7,400	0	1,300	<b>7,000</b>
43. NL>FR	1,600	2,800	0	600	700	1,800	0	300	<b>1,000</b>
44. PL>EN	10,000	16,000	300	2,500	4,600	11,000	100	1,900	<b>11,000</b>
45. PT>EN	4,800	9,000	100	1,400	1,900	5,300	0	900	<b>5,000</b>
46. RO>EN	7,700	10,400	200	1,500	4,000	6,000	100	1,200	<b>6,000</b>
47. SK>EN	4,500	6,300	100	1,000	2,700	4,500	0	800	<b>5,000</b>
48. SL>EN	5,000	7,400	100	1,200	2,900	4,100	0	900	<b>4,000</b>
49. SV>EN	4,400	8,200	100	1,600	1,000	3,700	0	800	<b>4,000</b>

\* In line with the intended phasing-out of the Irish language derogation by 2022, the minimum capacity for EN>GA will rise incrementally over the coming years as follows:

- 2020 (6 months) – 3,800 pages;
- 2021 – 11,700 pages; and
- from 2022 – 24,000 pages.



## 14.2. TECHNICAL CAPACITY

Contractors must have the technical capacity:

- (a) to work on documents in the MS Office 2010 file formats or later versions (docx, xlsx, pptx) and pdf, html, xml, rtf, txt or other common file formats. Other software or CAT tools introduced during the implementation of the FWC may require the use of other file formats;
- (b) to work on texts pre-processed by DGT or, in general, assignments issued as compressed translation packages containing:
  - (i) the source text and the related language resources; or
  - (ii) files in XLIFF localisation file format (or other localisation file formats accepted as standard in the translation industry) containing source text and translations matched from DGT's language resources, and language resources, using CAT tools or editors capable of handling these file formats;
- (c) to use the language resources provided by the authorising department, and to deliver:
  - (i) the translation in its original file format, as specified in the order form; and/or
  - (ii) a translation memory containing only those sentences present in the source text and the final version of the target text as delivered to DGT (TMX 1.4b or later versions, or other translation memory file formats accepted as standard in the translation industry); and/or
  - (iii) the translation in a localisation file format such as XLIFF;
- (d) to deliver a term base containing key terms used by the contractor for executing the assignment (TBX 1.0 or later, or other term base file formats accepted as standard in the translation industry);
- (e) to use the segmentation rules provided by DGT in the SRX file format (SRX 2.0 or later, or other segmentation exchange file formats accepted as standard in the translation industry); and
- (f) to use output from the European Commission's machine translation tools.

In addition, tenderers must have the technical capacity to:

- register the tender electronically;
- receive and send electronic files via e-mail;
- connect to the eXtra portal once the FWC is awarded;
- invoice delivered assignments electronically through the supplier portal; and
- ensure the backing-up of translations during and after execution of the FWC.

Tenderers must have access to CAT tools capable of:

- handling Microsoft Office 2010 file formats (or later);
- handling Open Document Format files (version 1.2 or later);

- importing and exporting translation memories (TMX 1.4b or later);
- using, processing and exporting termbases (TBX 1.0 or later); and
- handling the XLIFF format (version 1.2 or later).

Tenderers must be able to work with LegisWrite<sup>4</sup> (version 6.0 or later).

Tenderers must confirm that they have this capacity by signing the declaration on honour in Annex 7.2.

### **14.3. PROFESSIONAL CAPACITY — QUALIFICATIONS AND EXPERIENCE**

The required translation and quality assurance experience must be for the language combination tendered for and should be in fields relevant to the subject of this call for tenders.

#### ***14.3.1. Translators, revisers and reviewers***

For all lots except EN>GA

Minimum qualifications and experience for translators, revisers and reviewers:

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in translation or languages; and
- ✓ at least 2 years of full-time translation experience or having translated at least 2,000 pages;

or

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in any other subject; and
- ✓ at least 3 years of full-time translation experience or having translated at least 3,000 pages.

For EN>GA

Minimum qualifications and experience for translators, revisers and reviewers:

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in translation or languages; and
- ✓ at least 1 year of full-time translation experience or having translated at least 1,000 pages;

or

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in any other subject; and

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<sup>4</sup> LegisWrite is a tool ensuring that documents distributed by the European Commission to the other EU institutions are well presented and consistent. All information about using LegisWrite is available on Europa: <https://ec.europa.eu/info/tender/trad19>

- ✓ at least 2 years of full-time translation experience or having translated at least 2,000 pages.

### **14.3.2. Quality coordinator**

The contractor's quality coordinator will have overall responsibility for ensuring that all delivered assignments correspond to the quality requirements, and will act as DGT's contact point for all general matters concerning quality. For example, he/she will ensure that quality-related instructions from DGT are carried out and that quality-related comments from DGT on delivered assignments are forwarded to the translator or reviser concerned, and taken into account for future assignments. The quality coordinator must also be a reviser and take the revision test for the lot (see section 15).

Tenderers who use subcontractors for quality assurance must submit a copy of their (prospective) contract with the prospective quality coordinator. If another person takes on the role of quality coordinator during execution of the FWC, the tenderer/contractor must inform DGT and provide evidence that the new quality coordinator fulfils the criteria. If this person is a subcontractor, the tenderer/contractor must submit a copy of the (prospective) contract with that person.

#### For all lots except EN>GA

Minimum qualifications and experience for quality coordinators:

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in translation or languages; and
- ✓ at least 1.5 years of full-time translation experience or having translated at least 1,500 pages; and
- ✓ at least 1.5 years full-time experience in quality assurance or having quality assured at least 4,000 pages;

or

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in any other subject; and
- ✓ at least 3 years of full-time translation experience or having translated at least 3,000 pages; and
- ✓ at least 1.5 years full-time experience in quality assurance or having quality assured at least 4,000 pages.

#### For EN>GA

Minimum qualifications and experience for quality coordinators:

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in translation or languages; and
- ✓ at least 2 years of full-time translation experience or having translated at least 2,000 pages;

or

- ✓ a first degree in tertiary education (such as a university degree or equivalent after studies of at least 3 years) in any other subject; and
- ✓ *An Séala Creidiúnaithe d'Aistritheoirí* (Irish Government translation accreditation); and
- ✓ at least 2 years of full-time translation experience or having translated at least 2,000 pages.

### 14.3.3. Evidence

The tender must include evidence that each translator, reviser, reviewer and quality coordinator has at least the minimum qualifications. Scanned copies of their degree certificates or diplomas (and, where applicable, *An Séala Creidiúnaithe d'Aistritheoirí*) must be enclosed with the tender.

The tenderer must confirm that the experience requirements are fulfilled by signing a declaration on honour in Annex 7.3 for each translator, reviser, reviewer and quality coordinator.

**DGT may request formal evidence of experience for any personnel at any time during the evaluation or execution of the FWC. Failure to provide such evidence on request may lead to rejection of the tender or termination of the FWC.**

## 15. AWARD CRITERIA (ANNEX 8)

DGT will assess the merit of the tenders against the award criteria, i.e. quality and price.

The **quality** criteria consist of

- a revision test;
- a translation test; and
- a case study.

These will be taken simultaneously online, under controlled conditions with a time limit.

It will not be possible for the same individual to do several tests (for example both the revision and the translation test) or the revision test for several lots or a test on behalf of more than one tenderer.

Tenderers must designate one individual for each of the three tests and specify their status (partner, employee, subcontractor, etc.). Tenderers who tender for more than one lot must designate individuals for the revision and translation tests for each lot, but only one person for the case study, which will be done only once for each tenderer.

The person named in the tender as quality coordinator for the lot must take the revision test. If a person is named as quality coordinator for more than one lot, he/she must take the revision test for one of those lots and the tenderer must designate other individuals to take the revision tests for the other lots. Those individuals must be listed in the tender as revisers. If the person taking the test is a subcontractor, he/she must be among the subcontractors listed in the tender.

Tenderers must sign a **declaration on honour** that these individuals took the tests alone and send it to DGT within 10 working days of the tests.

Dates and other practical arrangements will be communicated later.

The **weightings** of quality and price in the ‘value for money’ ratio are 70% and 30% respectively.

The maximum points and pass scores for the quality criteria are as follows:

<b>Criterion</b>	<b>Points</b>	<b>Pass score</b>
Revision test	40	28
Translation test	40	28
Case study	20	14
<b>Total</b>	<b>100</b>	<b>70</b>

DGT will evaluate the results of (i) the revision test, (ii) the translation test and (iii) the case study, in that order. To qualify for further evaluation, tenderers must achieve a pass score for each criterion.

Each test will be evaluated by two DGT evaluators. The number of points awarded will be the average of the two evaluations. If there is a significant discrepancy between the evaluations, a third evaluation will be done and the final mark will be the average of all three evaluations.

### **15.1. REVISION AND TRANSLATION TESTS**

The evaluators will base their evaluations of the revision and translation tests on the quality requirements that apply to translations and revisions delivered under the FWC.

For the revision test, tenderers will be asked to revise a text of about 6 standard pages so that it meets the quality requirements and is usable as it stands.

For the translation test, tenderers will be asked to translate a text of about 1.5 standard pages.

### **15.2. CASE STUDY**

Tenderers will be asked to describe how they would deal with a realistic scenario involving translation workflow, as prepared by DGT.

### **15.3. PRICE**

The reference price is the price quoted for translating a standard page, expressed in euro (EUR) without VAT. It covers:

- all costs relating to the performance of the FWC (for example retrieval, handling and delivery of assignments, access to terminology and document databases, creation and delivery of translation memories or files in a localisation file format

such as XLIFF if requested, and any fees in relation to the acquisition of ownership of rights by the Union, including all forms of use of the delivered assignments); and

- administrative tasks, communications, taxes, social security contributions, insurance and any bank charges.

Tenderers may offer different prices for different lots.

For translation services provided under the FWC, DGT will pay the contractor a sum equal to:

$$\frac{\text{the number of standard pages of source text as determined by DGT}}{\text{x}} \\ \text{the price per standard page as laid down in the FWC}$$

Payment for certain services is expressed as a percentage of the reference price. In particular:

- for **pre-processed** translation assignments, the number of standard pages of source text will be reduced in proportion to the text wholly or partially pre-processed and payment will be as follows:
  - 20% of the reference price for 100%-match pages;
  - 50% for 85-99% matches;
  - 100% for matches of less than 85%;
- for **versions** of a document translated by the contractor, all modified segments count as new text, regardless of the extent of the modification or match rate, except for:
  - those where the only modification is deletion; and
  - those that have been moved without further modification;
- **revision or review** assignments count as 50% of the number of standard pages of source text;
- where a source text in an electronic file format contains **graphics** (for example tables, graphs, diagrams or maps) containing text to be translated, only the number of characters to be translated will be counted; and
- where the source text is on paper or in a non-processable format and the order form specifies that any graphics must be reproduced in full, the page count will be based on the space occupied.

The number of standard pages will be determined by the authorising department.

**Tenders not including prices will be rejected.**

<p><b>If the price seems abnormally low, DGT will request clarifications in accordance with section 23 in Annex I to the Financial Regulation.</b></p>
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#### 15.4. AWARD OF FRAMEWORK CONTRACTS

FWCs will be awarded to the tenderers that have submitted the tenders with the best quality/price ratio, calculated as follows (to three decimal places):

$$[(NQ \times 0.7) + (NP \times 0.3)] \times 100$$

where:

$$NQ = Q/\max(Q)$$

$$NP = \min(P)/(P)$$

$$Q = \text{quality score of the evaluated tender}$$

$$\max(Q) = \text{the highest quality score for a tender for the lot in question}$$

$$P = \text{the price in euro per standard page}$$

$$\min(P) = \text{the lowest price offered in a tender for the lot in question with a quality score of at least 70/100}$$

If two or more tenders have the same ratio, the one with the lowest price will be ranked higher; if the prices are also the same, the tender that was received first will be ranked higher.

A maximum of five FWCs will be awarded per lot.

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**By submitting a tender, you are in effect stating that you have read and accepted the provisions of the draft FWC, the tender specifications and its annexes, and the invitation to tender.**