

# Tender specifications

# CASC17

(open procedure)

Translation of European Union documents

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#### 1. INFORMATION ON THE CALL FOR TENDERS

# 1.1. SUBJECT OF THE FRAMEWORK CONTRACT AND SUMMARY DESCRIPTION OF THE SERVICES TO BE PROVIDED

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

The services to be provided are mainly translation (including revision and review), but may also consist of revision and review of translated texts, or translation (including revision and review) of amendments to translated documents, including versions. The services may include delivery of translation memories or files in a localisation format such as XLIFF, created in performance of the contract. The source texts will be of varying length, type (including legislation and highly technical texts), difficulty and urgency, and may concern any of the Union's areas of competence.

The translations delivered must be of the highest quality, revised and reviewed and ready for use. Translations are often intended for use in scheduled meetings, publications or ongoing procedures, so deadline compliance is essential.

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

For each lot, tenders which pass the exclusion and selection phases will be ranked in accordance with the award criteria, and up to five of the highest ranked (maximum) will be offered FWCs. This ranking is the sequence in which the contractors will be offered assignments. The highest ranked contractor is expected to accept all assignments. If the highest ranked contractor nevertheless fails to accept an assignment, that assignment will be offered to the next highest ranked contractor.

If the highest ranked contractor repeatedly refuses to accept assignments, is late in delivering results or delivers results of poor quality, the contract may be terminated. The next highest ranked contractor will then be offered the contract with one month's notice. There will be no re-negotiation of the conditions.

The FWCs will be signed for two years and will not be renewed.

DGT reserves the right to accept tenders for only one or some of the lots, or to cancel the procedure if it fails to satisfy the needs for which it was launched.

#### 1.2. LEGAL BASIS

The legal basis for procurement by the EU institutions and bodies is the relevant articles of the Financial Regulation and its Rules of Application:

- The Financial Regulation: 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 and repealing Council Regulation (EC, Euratom) No 1605/2002<sup>1</sup>, as amended; in particular Part One, Title V (Procurement) (Articles 101 to 120);
- The Rules of Application: Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012<sup>2</sup>, as amended; in particular Part One, Title V (Procurement) (Articles 121 to 172); and
- EU case law, mainly that of the General Court in procurement cases.

#### 1.3. LOTS SOUGHT, VALUE AND NUMBER OF FRAMEWORK CONTRACTS AVAILABLE

There are five lots:

Lot 1: BG-EN

Lot 2: EN-NL

Lot 3: FR-EN

Lot 4: HU-EN

Lot 5: RO-EN

The FWCs will be signed for two years and will not be renewed.

A maximum of five FWCs will be signed for each lot.

The volume of work under each FWC is highly unpredictable and cannot be quantified reliably. In practice, demand fluctuates from month to month as a result of unforeseeable events. To give tenderers an approximate idea of the number of pages to be translated for each language combination, the volume of pages outsourced since 2015 is shown in the table in section 4. These figures give an indication of an expected workload, but are in no way to be regarded as a guaranteed workload.

The minimum capacity required (see section 3.3.4) is in no way to be regarded as a guaranteed workload.

#### 1.4. DEFINITIONS

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

OJ L 298, 26.10.2012, p. 1; see: http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:298:0001:0096:EN:PDF.

OJ L 362, 31.12.2012, p. 1; see: http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012;362:FULL:EN:PDF.

- 'Amendment' means the translation and incorporation of changes to the content of
  a text which has already been translated, and revision/review thereof. New
  versions of texts are amendments. An amendment can be a deliverable for the
  purposes of this FWC.
- 'Assignment' means a request for a complete service to be delivered to the contracting authority.
- 'Authorising department' means the department in DGT responsible for issuing order forms and specific contracts, and processing the related invoices.
- 'CAT (computer-assisted translation) tool' means a piece of software designed to support and facilitate the translation process, e.g. translation memory tools and terminology databases.
- Computer-assisted translation' means translation of a text using a CAT tool or of a text that has been pre-processed using a CAT tool.
- **'Contracting authority'** means the European Commission or the Commission department responsible for launching the invitation to tender and awarding the FWC; DGT is the contracting authority for this call for tender.
- 'Deliverables' means the translations, revisions or reviews ordered by the
  contracting authority in the requested format, and the translation memories or the
  files in a localisation format such as XLIFF if so requested.
- 'DGT' means the Directorate-General for Translation of the European Commission.
- 'Economic operator' means 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'** means a 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 during a given period, in particular with regard to price and, where appropriate, quantity of work.
- 'Lot' means one language combination.
- 'Order form' means a simplified form of a specific contract by which DGT orders services under this FWC, specifying the nature of the service and the deliverables to be provided, the volume of work to be carried out, 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 and any specific instructions on formatting, the purpose/destination of the text to be translated, delivery and/or use of translation memory software.
- 'Personnel' means a person or persons employed directly or indirectly or contracted by the contractor to implement the FWC.
- **'Personnel responsible for quality assurance'** means the personnel responsible for verifying the quality of the translation in accordance with section 1.11.
- 'Quality assurance' means a set of processes implemented by the contractor to ensure that the final product fulfils the quality requirements defined in these tender specifications.
- 'Result' means any intended outcome of the implementation of the FWC, whatever its form or nature, which is delivered and finally or partially approved by the contracting authority. A result may be further defined in these tender specifications as a deliverable. A result may, in addition to materials produced by the contractor or at its request, also include pre-existing materials.

- 'Review' means to examine a target text for its suitability for the agreed purpose and compliance with the conventions of the domain specified in the order form or specific contract and to make any amendments necessary for this purpose. A review can be a deliverable for the purposes of the FWC.
- 'Revise' or 'revision' means systematic comparison of the original and target texts before delivery to ensure that the target text is an accurate and consistent rendering of the original, that it meets the quality requirements set in these tender specifications and that any discrepancy between the source and target texts is eliminated. Revision therefore includes making any amendments necessary for this purpose. A revision can be a deliverable for the purposes of the FWC.
- Source text' or 'original' means the text in the source language to be translated into the target language, revised and reviewed or amended.
- 'Specific contract' means a contract issued by the authorising department of the contracting authority which specifies details of a particular assignment based on the FWC. It serves the same purpose as the order form but may contain additional provisions.
- **'Standard page'** means a page of text comprising 1 500 characters, excluding spaces, in the source language (this roughly equals 250 words or 25 lines).
- 'Supplier portal' means the e-PRIOR portal, which allows the contractor to exchange electronic business documents, such as invoices, through a graphical user interface.
- **'Target text'** or **'translated text'** means the result of the translation, revision, review and/or amendment process in the target language specified in the FWC.
- Terminology' means the relevant terms that express the concepts specific to the subject area covered by these tender specifications.
- **'Translate'** or **'translation'** means rendering a text in the source language into the target language specified in the FWC. For the purposes of this FWC, where the word 'translation' is used to designate a deliverable, it means a revised and reviewed translation of a source text or original.
- Translation memory' means a repository of previously translated segments with the corresponding originals. A translation memory can be a deliverable for the purposes of the FWC.
- Translation service provider' means a person or organisation providing translation services.
- 'Version' means an amendment (designated as version 01, 02, 03 etc.) of a
  document which is still in the process of being finalised by the Commission
  services and for which there is not yet a final text.

#### 1.5. ALLOCATION OF INDIVIDUAL ASSIGNMENTS

The contractor that ranks first in the award phase will be offered all assignments, and is expected to accept all assignments. If the highest ranked contractor nevertheless fails to accept an assignment, that assignment will be offered to the next highest ranked contractor.

Assignments will be made via DGT's web-based portal (currently the eXtra portal) through which the highest ranked contractor will receive the order forms as soon as the assignment has been accepted. The contractor must send confirmation of acceptance of the assignment within four hours. Failure to confirm will be regarded as refusal.

If the highest ranked contractor repeatedly refuses to accept assignments, is late in delivering results or delivers results of poor quality, the contract may be terminated in accordance with Article II.18 of the FWC. The next highest ranked contractor will then be invited to take over the role of the highest ranked contractor with one month's notice, and will be offered all assignments, and will be expected to accept all assignments. There will be no re-negotiation of the conditions.

#### 1.6. ELECTRONIC FILE FORMATS

The authorising department will upload the source text to the eXtra portal of DGT, either in the source file format it uses or as a pre-processed translation package containing the source text and the relevant translation memories (in a compressed file), or in a localisation format such as XLIFF containing both the source text and the translations from DGT internal translation memories. Currently, most documents are produced using the MS Office 2010 suite and are delivered in doc and docx format, but some are sent in xls, xlsx, ppt or pptx or pdf format. Some documents may have to be processed in html, xml or other common formats. Other software applications or standard CAT tools may be introduced in due course and this could result in extensive use of other formats such as Open Document Format.

The completed assignments must be returned to the authorising department in their original format. The authorising department may also request the deliverables in a localisation format such as XLIFF, containing both the source text and the corresponding translations. Files must be handled in strict accordance with the authorising department's instructions. They will be checked against the specifications of the requested format and quality checked to verify that no reformatting is needed. If the eXtra portal is temporarily unavailable, results are to be sent by email to the address given on the order form.

# 1.7. TRANSLATION MEMORY AND OTHER SOFTWARE

Contractors may be required:

- (a) to work on texts pre-processed by DGT or, in general, on assignments delivered as compressed translation packages containing:
  - (i) the source text and the translation memories; or
  - (ii) files in a localisation format such as XLIFF (or any other localisation format accepted as standard in the translation industry) containing both the source text and translations matched from DGT's internal translation memories, and the translation memories, using CAT tools or editors capable of handling these formats;
- (b) to use the translation memories provided by the authorising department, and to deliver

- (i) the translation in its original format, as specified in the order form; and
- (ii) an export of the project translation memory containing only those sentences present in the source document and their translation (TMX 1.4b and later versions, or any other translation memory format accepted as standard in the translation industry) or the translation in a localisation format such as XLIFF.

The use of quality assurance software is highly recommended.

# 1.8. USE OF WEB-BASED TOOLS - PROTECTION OF DATA, CONFIDENTIALITY AND IPR

Contractors intending to use web-based tools or any other web-based service (e.g. cloud computing) to execute assignments or any other administrative task related to the FWC must ensure full compliance with the terms of this call for tenders when using such services. In particular, the provisions on confidentiality laid out in Article I.13.2 of the FWC must be respected throughout any web-based process. The Union's intellectual and industrial property rights (IPR) must be safeguarded at all times.

#### 1.9. TREATMENT OF SENSITIVE ASSIGNMENTS

DGT may require additional security for specific assignments which contain sensitive information.

For sensitive assignments, DGT will require that:

- the contractor ensures that the document and all information about the assignment are treated as confidential and as few personnel as possible have access to it;
- the contractor ensures that all personnel with access to the assignment are aware that it is confidential; and
- all physical and electronic copies of the documents and any other sensitive information about the assignment are destroyed immediately after delivery of the result to DGT.

When subcontracting sensitive assignments, the contractor will ensure that subcontractors comply with the security and confidentiality requirements imposed by DGT. The means of transmission of documents and all 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 must not be subcontracted.

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

Without prejudice to Article II.8 of the FWC, DGT reserves the right to claim compensation for damages and/or to terminate the contract if the contractor fails to comply with these security requirements or in any other way compromises the confidentiality of an assignment.

#### 1.10. DELIVERY AND DEADLINES FOR DELIVERY

Delivery is made when the result has been transmitted to DGT by uploading it in the eXtra portal, or as indicated in the order form. DGT accepts delivery after verification in accordance with section 1.12.

Delivery must take place by 23.59 on the date stated on the order form issued for the assignment, unless otherwise specified. The contractor's acceptance of the assignment implies acceptance of the deadline set on the order form, which becomes a binding contractual obligation. Any expected delay must be reported to the authorising department immediately.

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

# 1.11. QUALITY REQUIREMENTS

The quality of the result must be such that the translation can be used as it stands upon delivery, without further formatting, revision, review or correction by DGT.

It is a contractual obligation of the contractor to thoroughly revise and review the entire translation before delivery and not doing so is a breach of contract. Should the evaluation give reason to believe that the contractor has in fact not revised or reviewed a translation, the FWC may be terminated in accordance with Article II.18 of the FWC.

The following quality requirements will be used in the evaluation of the result.

# Linguistic quality requirements:

- The translation must be complete (without unjustified omissions or additions) and an accurate and consistent rendering of the source text.
- References to and explicit and implicit quotes from already published documents must have been checked and quoted correctly.
- Terminology and lexis must be consistent with relevant reference material and internally in the translation.
- Appropriate attention must have been paid to clarity, register and text-type conventions.
- There must be no syntactical, spelling, punctuation, typographical, grammatical or other errors.
- Any specific linguistic instructions given by the authorising department must be followed.

#### *Technical quality requirements:*

- Deadline compliance.
- Formatting of the original must be maintained (including codes and tags if applicable).
- Any specific instructions given by the authorising department must be followed.

Extensive translation resources intended to help translators, revisers and reviewers to provide high quality translation services are available for public consultation at: https://ec.europa.eu/info/resources-partners/translation-and-drafting-resources en.

#### 1.12. EVALUATION OF RESULTS AND ACCEPTANCE

#### 1.12.1. Evaluation of results

DGT will evaluate results for conformity with the quality requirements and give the result a mark of 0, 4, 6, 8 or 10.

#### **Evaluation marks:**

- **0 Unacceptable**: The translation is unusable as it stands and requires in-depth revision. This triggers the re-evaluation mechanism and, if confirmed by the second evaluation, the refusal of payment.
- **4 Insufficient**: The translation does not meet the quality required under section 1.11. This triggers the procedure for sending a warning letter and applying a reduction in price in accordance with Article I.6.3 of the FWC. The reduction will be 10 % on the first occasion, 20 % on the second, 30 % on the third and 40 % on the fourth. On the fifth occasion, DGT may terminate the contract for the lot in accordance with Article II.18 of the FWC.
- **6 Below standard**: The translation is mediocre, barely acceptable. No reduction in price is applied.
- **8 Good**: The translation meets the quality required under section 1.11.
- **10 Very good**: The translation fully meets the quality required under section 1.11. The text is characterised by elegant translation solutions, an understanding of difficult concepts, the use of appropriate EU or other specific terminology, good style and register, clarity of expression, and excellent presentation and formatting.

Translations will be evaluated on the basis of the following grid:

Technical requirements								
Right language			YES/NO	Apparently complete			YES/NO	
Formatting OK			YES/NO	In specified format?			YES/NO	
				Specific instructions complied with			YES/NO	
Intuincia linguistic guality a	f the mucdus	.4						
Intrinsic linguistic quality of the product Relevance				Relevance				
Error Type	Code	Low	High*	Error Type	Code	Low	High*	
Mistranslation	SENS			Clarity and/or register	CL			
Omission	OM			Grammar	GR			
Wrong or inconsistent EU usage or terminology	TERM			Punctuation	PT			
Reference documents/ material not used	RD			Spelling	SP			
* A 'high relevance' error is or	ne which seri	iously co	mpromises	the translation's usability.			•	
Translation memories								
Accepted?				YES/NO				

# If the mark for a result is 4 or less, DGT will apply a reduction in price in accordance with Article I.6.3 of the FWC.

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

Remarks on terminology, source text content or any other translation issues arising are appreciated. They are to be submitted in a separate file together with the target text via the eXtra portal.

#### 1.12.2. Acceptance

Results are formally accepted and cleared for payment by DGT after verification, including of the availability of supporting documents. Results found not to comply with the linguistic and technical quality requirements may be sent back to the contractor for completion, in which case they will be formally accepted only after receipt and reevaluation of a corrected version.

The contractor will be notified of acceptance of the result. If the result is marked as unacceptable or insufficient, the contractor has five working days to submit comments.

#### 1.13. EVALUATION OF THE PERFORMANCE OF THE FWC

DGT will evaluate the performance of the FWC on the basis of ISO standards, in particular ISO 2859 on sampling procedures for inspection by attributes and ISO 8550-1 on guidance on the selection and usage of acceptance sampling systems for inspection of discrete items in lots.

- (i) The quality of results delivered during month n is evaluated during the first 10 working days of the subsequent month.
- (ii) For that purpose, a sample of all pages delivered in month *n* is drawn.
- (iii) Each evaluated page is marked in accordance with the evaluation scheme (0, 4, 6, 8, 10).
- (iv) A page is of sufficient quality (PASS) if its evaluation mark is 8 or 10; if the mark is below 8, the quality is insufficient (FAIL).
- (v) At least 90 % of all evaluated pages for a month must be PASS pages.
- (vi) If less than 90 % of the evaluated pages are PASS pages, an automatic penalty of 20 % of the value of the total production of the month is applied.
- (vii) If this happens again within nine months of month n for which the first penalty was applied, the automatic penalty is 40 %, and a warning will be sent to the contractor that the contract will be terminated if this happens again within nine months of month n.
- (viii) If it happens for a third time within nine months of month n, the automatic penalty is 60 % and the FWC is terminated in accordance with Article II.18 of the FWC.

#### 1.14. INVOICING

DGT uses an e-invoicing system (the e-invoicing module in *e-PRIOR*, accessible through the supplier portal). Invoices must be sent only through this system. Invoices sent by any other means will be rejected and will be deemed as not having been received by DGT.

When DGT has accepted the results as set out in section 1.12, it will notify the contractor. The contractor must then connect to the e-invoicing module through the supplier portal to create the electronic invoice.

The contractor must submit the electronic invoice within 10 working days of DGT's acceptance of the result. The invoice must contain the following details:

- the word 'invoice' and an invoice number;
- the contractor's full particulars (name, address and VAT number for intra-Community purchases; no VAT number is required in the case of contractors holding a small-business or other exemption without entitlement to deduct VAT on inputs);
- the date of issue of the invoice;
- the authorising department's name and address as indicated in the order forms;
- a reference to the FWC:
- the numbers of the order forms;
- the amount to be paid according to the order forms;
- 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.

The authorising department will check that the invoice is correct.

Where VAT is due in Belgium, the statement on the order form or specific contract 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.'

If DGT's invoicing rules change while the FWC is in force, contractors are expected to comply.

The authorising department may suspend payment at any time within 30 calendar days of receipt of the invoice if:

- the invoice is not correctly created; or
- supporting documents are missing;

The payment period will resume from the date on which DGT registers the correctly drafted invoice or receives the missing supporting documents.

#### 1.15. EXCHANGE OF INFORMATION AND DATA BETWEEN DGT AND CONTRACTORS

Most contacts between DGT and contractors will take place via DGT's eXtra portal. Contractors will register and sign in via the European Commission Authentication Service (EULogin) to connect to the eXtra portal or any other portal while the FWC is in force.

The senior person responsible for quality assurance will be DGT's contact point for linguistic matters. Therefore, the contact details must be stated in the FWC and in Annex 6 to these tender specifications. This information must be immediately updated should any change occur during the execution of the FWC.

# 2 HOW TO TENDER

# 2.1. SUBMITTING A TENDER

Tenders must be drawn up in accordance with the provisions of all documents relating to this call for tenders, including the invitation to tender. Tenders must be prepared using the annexes to these tender specifications and submitted on a DVD or a USB key together with all the required documents and evidence.

Tenders should be accurate and concise. They must clearly show that the tenderer is able to meet the requirements of these tender specifications and provide the services on the terms stipulated.

The tenderer must also include all the information DGT needs to be able to analyse the tender on the basis of the exclusion, selection and award criteria, and all mandatory documents to prove its status and qualifications. Documents and certificates in a language other than one of the EU official languages must be accompanied by a translation into an official EU language.

A tenderer tendering for more than one lot must indicate the lots tendered for both in the electronic tender registration form and in the annexes to these tender specifications, and provide evidence that it fulfils the selection criteria for each lot tendered for.

Tenders must be submitted on DVDs or USB keys. Each tender must include:

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

The tenderer must send a paper printout of the electronic tender registration form and the (technical and financial) offer with original signatures, together with the DVDs or USB keys. If the tender is submitted by an authorised representative, the relevant power of attorney or an equivalent document must also be sent in paper form with original signatures.

#### 2.2. COOPERATION WITH OTHER ENTITIES

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

The implications of these two forms of cooperation differ radically and the tender must specify clearly whether the parties are acting as partners in a joint tender or as subcontractors. This also applies where they belong to the same group, or where one is the parent organisation of the others.

The documents to be completed for this purpose are Annexes 1, 3, 4, 5a, 5b and 6.

#### 2.2.1. Joint tenders

A joint tender is a tender submitted by a group of economic operators (natural or legal persons). Each legal entity of the group assumes joint and several liability towards DGT for the fulfilment of the terms and conditions of the contract. Therefore, 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 rejection of the tender.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. Any change in the composition of the group after the contract is signed must first be approved by DGT, but may lead to the termination of the contract in accordance with Article II.18 of the FWC.

Groups do not have to have a specific legal form to be allowed to submit a tender, but must nominate one legal entity ('the leader') to sign the tender and the FWC (if awarded). That legal entity will then have full authority to bind the group and each of its members, and will be responsible for the administrative management of the contract (invoicing, receiving payments, etc.) on behalf of all other entities. A power of attorney for this purpose must be included in the tender.

Joint tenders will be assessed as follows:

- the exclusion criteria will be applied to each member of the group individually; and
- the selection criteria for economic and financial standing and for technical and professional capacity will be applied to the group as a whole, together with any subcontractors.

#### 2.2.2. Subcontracting

Subcontracting is allowed but the contractor retains full liability towards DGT for implementation of the contract.

Any change in subcontracting during the procurement procedure may lead to the rejection of the tender. Any change in subcontracting after the signature of the contract must first be approved by DGT, but may lead to the termination of the contract in accordance with Article II.18 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 about the provisions of the tender specifications and FWC, in particular Articles II.7-II.10, II.13 and II.24.

DGT will have no direct legal commitment to subcontractors.

# Accordingly:

- DGT will handle all contractual matters (e.g. 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 information and documents requested in Annexes 5a and 5b, including:

- which parts of the contract will be subcontracted;
- the names of the subcontractors:
- the proportion and nature of the work to be carried out by each subcontractor;
- existing or prospective contracts with subcontractors; and
- a letter of intent from each subcontractor stating their intention to cooperate and confirming that they have read and are aware of all conditions in the tender specifications and the FWC.

Tenders involving subcontracting will be assessed as follows:

- The exclusion criteria will be applied to each tenderer and subcontractor individually.
- The selection criteria for economic and financial standing and for technical and professional capacity will be applied to the tendering group (including subcontractors) as a whole.

### 3 EVALUATION OF TENDERS

The evaluation will be based on the information provided in the tenders and carried out in the following stages, each stage being eliminatory:

• Stage 1: Exclusion criteria — Checks of whether the tenderer can take part in the tendering procedure and, if successful, be awarded the FWC. This check is

- performed once per tenderer even if the tenderer has tendered for more than one lot.
- Stage 2: Selection criteria For tenderers who have passed the exclusion stage: checks of status and legal form and that the tenderer fulfils the technical and professional capacity requirements and has the necessary economic and financial standing. Qualifications and experience in translation are checked for each lot, but economic and financial standing is checked once per tenderer even if the tenderer has tendered for more than one lot.
- Stage 3: Award criteria For tenderers who have passed the selection stage: Assessment of the tenders for each lot:
  - (i) to assess how well the tenders correspond to the award criteria; and
  - (ii) to establish a ranking between the tenderers based on the quality/price ratio of their tenders.

At the end of the process, FWCs for the respective lots will be awarded to the highest ranked tenderers. The objective is to offer five FWCs per lot, but DGT reserves the right to award fewer or none at all.

#### 3.1. EXCLUSION CRITERIA — EXCLUSION OF TENDERERS

### 3.1.1. Exclusion from participation in the tendering procedure

In accordance with Articles 106 and 107 of the Financial Regulation, an economic operator will be excluded from participation in the tendering procedure if:

- (a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- (b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which DGT is located or those of the country of the performance of the contract;
- (c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
  - (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - (ii) entering into agreement with other economic operators with the aim of distorting competition;
  - (iii)violating intellectual property rights;

- (iv)attempting to influence the decision-making process of DGT during the procurement procedure;
- (v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- (d) it has been established by a final judgment that the economic operator is guilty of any of the following:
  - (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995<sup>3</sup>;
  - (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997<sup>4</sup>, and in Article 2(1) of Council Framework Decision 2003/568/JHA<sup>5</sup>, as well as corruption as defined in the law of the country where DGT is located, the country in which the economic operator is established or the country of the performance of the contract;
  - (iii)participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA<sup>6</sup>;
  - (iv)money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council<sup>7</sup>;
  - (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA<sup>8</sup>, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - (vi)child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council<sup>9</sup>;
- (e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the budget, which has led to its early termination or to the application of liquidated damages or other

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<sup>&</sup>lt;sup>3</sup> OJ C 316, 27.11.1995, p. 48.

<sup>&</sup>lt;sup>4</sup> OJ C 195, 25.6.1997, p. 1.

<sup>&</sup>lt;sup>5</sup> Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54).

Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3).

Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

- contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
- (f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95<sup>10</sup>.

DGT will also exclude an economic operator if a person who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control with regard to that economic operator, is in one or more of the situations listed above in points (c) to (f). DGT will also exclude the economic operator if a natural or legal person that assumes unlimited liability for the debts of that economic operator is in one or more of the situations referred to in point (a) or (b) above.

Economic operators will not be excluded if they can demonstrate that adequate remedial measures have been adopted in accordance with Article 106(7) of the Financial Regulation. Remedial measures may include in particular:

- (a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business area of the economic operator, appropriate to correct the conduct and prevent its further occurrence:
- (b) proof that the economic operator has undertaken measures to compensate or redress the damage or harm caused to the Union's financial interests by the underlying facts giving rise to the exclusion situation;
- (c) proof that the economic operator has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions referred to in point (b) of the exclusion list above.

Economic operators will be excluded from the award of the FWC if they:

- have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- were previously involved in the preparation of procurement documents where this
  entails a distortion of competition that cannot be remedied otherwise.

### 3.1.2. Forms of evidence

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Tenderers must provide a declaration on honour (see Annex 3), duly completed, signed, dated and supported by the requisite evidence, that they are not in one of the situations referred to in section 3.1.1, or that adequate remedial measures have been adopted in accordance with Article 106(7) of the Financial Regulation.

As satisfactory evidence that the tenderer is not one of the situations described in points (a), (c), (d) or (f) of section 3.1.1, DGT accepts a recent extract from the judicial record or,

Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests, OJ L 312, 23.12.1995, p. 1.

failing that, an equivalent document recently issued by a judicial or administrative authority in the tenderer's country of establishment showing that those requirements are satisfied.

As satisfactory evidence that the tenderer is not in the situation described in point (a) or (b) of section 3.1.1, DGT accepts a recent certificate issued by the competent authority of the tenderer's country of establishment, showing that those requirements are satisfied.

Where the certificate is not issued in the tenderer's country of establishment, the tenderer may provide a sworn statement made before a judicial authority or notary or a solemn statement made before an administrative authority or a qualified professional body in the tenderer's country of establishment showing that those requirements are satisfied.

For joint tenders, the exclusion criteria will apply both to the group and to each of its members individually. Each party must therefore provide the signed form and the related evidence. The exclusion criteria also apply to subcontractors, so each subcontractor must provide a duly signed declaration on honour.

All evidence required must be scanned and attached to the tender. If this has not been done, the tenderer may be excluded from the procedure. DGT may at any time request the relevant original documents for checking.

#### 3.2. ACCESS TO THIS CALL FOR TENDER AND PLACE OF ESTABLISHMENT

Participation in this call for tender is open on equal terms to all natural and legal persons falling within the scope of the Treaties. Accordingly, to participate tenderers must

- a) be nationals of a Member State of the Union; or
- b) have their head office or domicile in a Member State of the 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 Union before the deadline for this call for tender<sup>11</sup>; or
- c) be an international organisation.

Tenderers who are nationals of a Member State of the Union but established in a non-EU state must provide proof of their nationality.

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

# 3.3. SELECTION CRITERIA

Tenderers will be selected on the basis of the criteria set out below.

At the time of drafting the tender documentation, the following states have done so: Iceland, Norway, Lichtenstein, Montenegro, the Former Yugoslav Republic of Macedonia, Albania, Serbia, and Bosnia and Herzegovina.

In the case of joint tenders, the selection criteria concerning status and legal form (see section 3.3.1) will be applied to each member of the group individually; economic and financial standing and technical and professional capacity (see sections 3.3.2 and 3.3.3) will be applied to the group as a whole, together with any subcontractors.

# 3.3.1. Status and legal form of tenderers

Tenderers must indicate their legal status and provide appropriate evidence (e.g. VAT number or registration number in a trade or professional register or acts of foundation or of incorporation, identity card or passport, etc.). The documents requested in Annex 1 must be scanned and attached to the tender.

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 FWC if the tender is successful must be indicated, and appropriate evidence thereof, e.g. power of attorney must be provided.

Legal entities must provide a legible photocopy of their statutes or a copy of the notice of appointment of the person authorised to represent the entity in dealings with third parties and in legal proceedings. For joint tenders, one of these documents must be provided by each member of the group together with the power of attorney in Annex 4.

Individual tenderers, including those participating in joint tenders not subject to VAT for the provision of the services covered by this FWC must indicate the reasons for their exemption and provide evidence of exemption using Annex 2. The Annex must be signed and scanned and attached to the tender.

# 3.3.2. Economic and financial capacity

All tenderers must provide evidence of their economic and financial standing by means of one or more of the following documents:

- (a) appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- (b) financial statements for at most the last three years for which accounts have been closed;
- (c) a statement of overall turnover and turnover for the last financial year available for the type of services covered by this call for tenders.

Related evidence must be scanned and attached to the tender using Annex 6.

# 3.3.3. Technical and professional capacity

Tenderers must have the technical and professional capacity needed to carry out the services required under the FWC in accordance with the quality criteria set out in it.

In order to be selected, the tenderer must comply with the requirements in section 3.3.3.1 and 3.3.3.2.

Evidence of compliance with the requirement under 3.3.3.1 may take the form of a declaration on honour in accordance with the model in Annex 6. The Annex must be signed and scanned and attached to the tender.

Evidence of qualifications and experience as set out in section 3.3.3.2 must be scanned and attached to the tender.

# 3.3.3.1. **Technical requirements**

Tenderers must have at least the technical capacity:

- (i) to electronically register their tender, to receive and send electronic files via email and to connect to the eXtra portal of DGT once the FWC is awarded;
- (ii) to read, amend, save and deliver files generated with the Microsoft Office 2010 suite and later versions of Microsoft Office or other common formats without altering their formatting;
- (iii)to work on translation memories sent by DGT and to deliver translation memories together with translations;
- (iv)to work on translation packages or files in localisation formats such as XLIFF sent by DGT and to deliver such formats;
- (v) to electronically invoice completed assignments through the supplier portal of the European Commission as specified in the FWC;
- (vi)to ensure back up of translations during and after FWC execution.

Tenderers must have access to CAT tools capable of:

- handling Office 2010 and later versions of Microsoft Office;
- handling Open Document Format (version 1.2 and future versions);
- importing and exporting TMX translation memories (TMX 1.4b and future versions);
- handling the XLIFF format (version 1.2 and future versions).

Tenderers must be able to work with LegisWrite<sup>12</sup> (version 6.0 and future versions).

Internet access is essential.

# The declaration on honour in Annex 6 must be signed and scanned and attached to the tender.

# 3.3.3.2. Qualifications and experience

In the case of joint tenders or tenders involving subcontracting, this selection criterion will apply to the group as a whole or to the tenderer together with its subcontractors.

LegisWrite is a tool ensuring that documents distributed by the Commission to the other EU institutions are well presented and consistent. All information about using LegisWrite is available on Europa at <a href="https://ec.europa.eu/info/tender/casc17">https://ec.europa.eu/info/tender/casc17</a>

For all categories of personnel, at least half of their translating experience must have been in European or international affairs or in national, European or international public administration. The language experience must be for the language combination tendered for.

Individuals tendering as natural persons must fulfil the criteria for both quality assurance and translation and revision.

### (a) Translators, revisers and reviewers

It is not necessary to include in the tender evidence of the qualifications or experience of translation and revision personnel, but DGT reserves the right to request such evidence during the selection procedure or at any time during the execution of the FWC.

The minimum qualifications for translators, revisers and reviewers are:

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

or

- a university degree in any other subject (after studies of at least 3 years), and
- at least 3 years of full-time translation experience or having translated at least 3 000 pages.

# (b) Personnel responsible for quality assurance

The tenderer must show before the signature of the FWC that it has the capacity of at least one full time equivalent (FTE) for quality assurance per target language tendered for. Tenderers who use external personnel for quality assurance must submit a copy of their contract with the personnel who will be in charge. If the responsibility for quality assurance is moved to another person during execution of the FWC, the tenderer/contractor must inform DGT and provide evidence that the person fulfils the criteria. If this person is external to the tenderer's entity, a copy of its contract with that person must be submitted.

If several persons conduct quality assurance, all must meet the minimum qualifications, but evidence of qualifications and experience must be included in the tender **only for the most senior** of those. For the others, DGT reserves the right to request such evidence during the selection procedure or at any time during the execution of the FWC.

The minimum qualifications for personnel responsible for quality assurance are:

- a university degree in translation or languages (after studies of at least 3 years),
   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 university degree in any other subject (after studies of at least 3 years), 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.

# (c) Evidence

As pointed out above, all personnel must meet the minimum qualifications, but the tender must include evidence only for the most senior person responsible for quality assurance. For other personnel, DGT reserves the right to request such evidence during the selection procedure or at any time during the execution of the FWC.

DGT will accept the following documents as evidence of the required qualifications and experience:

Qualification or professional requirement	Examples of evidence accepted	Remarks		
University degree or masters or doctorate	Copy of diploma or certificate			
Translation/quality assurance experience in the language combination tendered for	Letters of reference from customers, invoices, book covers, contracts and number of pages of translations done in the language combination	having performed the service and source and		
		European or international public administration.		

The evidence shall include at least one example of a letter of reference from a customer about a major successful translation project.

Declarations or evidence not endorsed by a third party will not be accepted as evidence. Letters of reference should be provided by persons directly involved in a customer/translation service provider relationship.

Invoices or evidence will be accepted only if they indicate the name of the person having performed the service, and the source and target languages.

Translation experience demonstrated by contracts or reference letters must be expressed in standard pages (a standard page roughly equals 250 words or 25 lines). Each year of full-time employment as a translator will be accounted as equivalent to 1 000 standard pages. Each year of full-time employment as reviser, reviewer or personnel responsible for quality assurance will be accounted as equivalent to 2 500 standard pages.

All evidence must be scanned and attached to the tender using Annex 6. Tenders not accompanied by the required evidence will not be selected.

# 3.3.4. Minimum capacity

Tenderers must confirm the availability of sufficient minimum translation and quality assurance capacity for the different lots per year as follows:

Language combination	Minimum capacity in pages (translated and quality assured; after pre-processing)
Lot 1 BG–EN	4 000
Lot 2 EN–NL	10 000
Lot 3 FR–EN	4 000
Lot 4 HU–EN	4 000
Lot 5 RO–EN	4 000

#### 3.4. AWARD CRITERIA

Tenders which have passed the exclusion and selection phases will be assessed against the award criteria, which are divided into quality criteria and price. The quality criteria consist of case studies, test translations and a test revision. They will be performed online simultaneously with a time limit under controlled conditions after the selection stage is closed, and only tenderers that have reached the award stage will be invited.

Different persons must do each test, except the two case studies which must be done by one person.

Dates and other practical arrangements will be communicated later.

The weighting of the quality criteria and the price in the quality/price ('value-for-money') ratio is 70 % and 30 %, respectively.

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

Criterion	Points	Pass score	
Two case studies	25	15	
Two test translations	50	40	
One test revision	25	20	
Total	100	75	

A successful candidate must achieve a pass score for each criterion and get at least 75 points in total.

# 3.4.1. AC1 — Case studies (25 points)

Tenderers will be invited to describe how they would deal with two realistic scenarios prepared by DGT. The same person must do both scenarios. Tenderers must name the person who will take this test, and specify that person's status (partner, employee, subcontractor etc.). If the person is a subcontractor, the person must be among the subcontractors listed in the tender. The tenderer must sign a declaration on honour that this person did the test alone and send it to DGT within 10 working days after the test.

The tenderer must do the case studies test once for every lot tendered for.

The person who does the case studies must not do the test translations or the test revision.

#### 3.4.2. Test translations and test revisions

The texts for the test translations and revisions will be prepared by DGT. The evaluation will be done in the same way as for translations and revisions delivered under the FWC.

Tenderers must name the translators and the person responsible for quality assurance who will take the tests, and specify these persons' status (partner, employee, subcontractor etc.). If a person is a subcontractor, the person must be among the subcontractors listed in the tender. The tenderer must sign a declaration on honour that these persons did the translations and revisions alone and send it to DGT within 10 working days after the test.

# 3.4.2.1. AC2 — Test translations (50 points)

The test translations will consist of two texts: one of a legal nature and one representative of the specific language combination involved. The two texts must be translated by two different translators. The persons who do the test translations must not do the case studies or the test revision.

Each translation will be evaluated by two DGT evaluators against the relevant quality requirements set out in section 1.11, using the marks and the grid set out in section 1.12.1.

The mark for the translation will be the average of the two evaluations. In the case of a large discrepancy, a third evaluation will be done which will also be taken into account for the average. The average mark must be at least 8.

The average marks for the translations will then be added together, resulting in the final mark for the translation test. The final mark will be converted into points by multiplication by 2.5.

# 3.4.2.2. **AC3** — Test revision (25 points)

For the test revision, tenderers will be asked to revise a text of 3-4 pages, containing typical errors to be corrected; for example, incorrect references to EU legislation, wrong terminology, logical errors, incorrect register/style, grammar, etc. Reasons for the corrections must be given (annotated revision). This test must be completed by a person named in the tender as responsible for quality assurance for the language combination. The person who does the test revision must not do the case studies or the test translations.

The revision will be evaluated by two DGT evaluators. The mark for the revision will be the average of the two evaluations. In the case of a large discrepancy, a third evaluation will be done which will also be taken into account for the average. The mark must be at least 8. The mark will be converted into points by multiplication by 2.5.

# 3.4.3. AC4 — Price

The reference price is the price quoted for translating a standard page of 1 500 characters (excluding spaces). It covers all costs relating to performance of the FWC (e.g. retrieval, handling and delivery of texts, access to terminology and document databases, creation and delivery of translation memories or files in a localisation format such as XLIFF if requested in accordance with section 1.7 of the tender specifications, and any fees in relation to the acquisition of ownership of rights by the Union, including all forms of use of the results). It also covers administrative tasks, communications, taxes, social security contributions, insurance and any bank charges. The price may vary from one lot (language combination) to another, must be expressed in euros (EUR) and not include VAT.

For translation services provided under the FWC, DGT will pay the contractor a sum equal to the number of standard pages of source text as determined by DGT, multiplied by the price per standard page as laid down in the FWC.

The price for certain services is expressed as a percentage of the reference price; in particular:

- for translation assignments which have been pre-processed using CAT tools, the number of standard pages of source text will be reduced in proportion to the text wholly or partially pre-processed and attract payment rates of:
  - o 20 % of the reference price for 100 %-match pages;
  - o 50 % for 85 %-99 % matches; and
  - o 100 % for matches of less than 85 % and new text;
- however, for versions of a document translated by the contractor, DGT will count all modified segments as new text regardless of the extent of the modification or match rate, except for segments where the only modification is deletion;

- for revision or review assignments, DGT will pay the contractor a sum equal to 50 % of the number of standard pages of source text multiplied by the price per standard page;
- where a source text delivered in electronic file format includes graphics (e.g. tables, graphs, diagrams, maps, etc.) containing text to be translated, only the number of characters to be translated will be counted; and
- where the text to be translated is on paper or in non-processable format and the order form or specific contract specifies that any graphics in the text 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.

No supplement will be paid on the grounds of urgency or the nature of the work.

The requested price for each lot tendered for must be entered in Annex 7, which must be signed and scanned and attached to the tender. Tenders not including prices will be rejected.

In submitting a tender, the tenderer is in effect stating that:

- unless otherwise required by law, it has not and will not knowingly communicate
  the prices quoted to any other tenderer or competitor, either directly or indirectly,
  before the tenders are opened;
- it has not 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;

and that, in the event of being awarded the FWC:

- it accepts all the terms and conditions set out in the invitation to tender, in these tender specifications and in the FWC and, where appropriate, the waiver of the tenderer's own general or specific terms and conditions;
- it is aware that DGT will disregard any qualification or disclaimer contained in the tender in this connection and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with these tender specifications; and
- it is aware that, if successful, the tender is binding for the duration of the FWC.

If the price seems abnormally low, DGT will request clarifications in accordance with Article 151 of the Rules of Application.

# 3.5. AWARD OF THE FRAMEWORK CONTRACTS

The FWCs for each lot will be awarded to the tenderer having submitted the economically most advantageous tenders, up to the maximum number of FWCs available, and in the light of the award criteria, i.e. the quality/price ('value-for-money') ratio. This ratio will be 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** = quality score of the evaluated tender;

max(Q) = the highest quality score obtained by tenders on the basis of the criteria in section 3.4.1. and 3.4.2.;

**P** = the price in euros per standard page as specified in the tender; and

**min** (**P**) = the lowest price among the tenders which have reached the award stage and obtained a quality score of at least 75/100 (see section 3.4).

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

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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.

# 4 Number of pages outsourced 2015-2017

Number of pages outsourced						
Language combination	2015	2016	2017*	Total		
BG→EN	4 674	4 966	3 380	13 019		
EN→NL	11 831	13 580	8 969	34 381		
FR→EN	4 177	3 206	3 112	10 494		
HU→EN	7 300	5 692	3 810	16 803		
RO→EN	4 713	4 517	4 412	13 641		

<sup>\*</sup> January-September