



► Call for tenders – FL/TM19-FI

Specifications

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Specifications

This document contains the Specifications for the open call for tenders No FL/TM19-FI for the conclusion of framework contracts for the translation of standardised technical texts in the field of intellectual property rights from Bulgarian, Czech, Danish, German, Greek, English, Spanish, Estonian, French, Croatian, Hungarian, Italian, Lithuanian, Latvian, Maltese, Dutch, Polish, Portuguese, Romanian, Slovak, Slovenian and Swedish **into Finnish**.

The contract notice for this open call for tenders has been published in the Official Journal of the European Union.

1- Information on the call for tenders

1.1 Purpose

The Translation Centre for the Bodies of the European Union, hereinafter referred to as the Translation Centre, is planning to conclude framework contracts for the translation of standardised technical texts in the field of intellectual property rights.

1.2 Division in lots

This call for tenders is divided into 22 lots, one for each source language. Tenders must be submitted for several **lots (with a minimum of twelve (12), up to 22 lots)**. Largest language coverage will be considered an asset.

Tenderers are invited to make a separate price offer to be expressed in euro (EUR) per 1,500 characters for each lot for which they wish to bid. Each lot constitutes an individual framework contract to be awarded separately. If several lots are awarded to the same tenderer, a single contract covering all the contracts will be signed.

It should be noted that, for the purposes of this procedure, translation into the target language by means of a relay language is acceptable. In any case, the quality and deadlines of the translation work must be guaranteed under the same conditions as described in points 1.6.5. and 1.6.7. of the present specifications.

1.3 Definitions

- ✓ **Translation** shall mean the translation of a text into the target language specified.
- ✓ **Computer-assisted translation** shall mean the translation of a text using Computer-Assisted Translation software or of a text which has already been pre-processed using Computer-Assisted Translation software.
- ✓ **Translation memory** means a repository of previously translated texts that associates segments (e.g. sentences or paragraphs) of the source and the target language in a way that allows for reuse by Computer Assisted Translation tools.
- ✓ **Revision** shall mean the re-reading and where necessary reworking of a text which has already been translated to ensure that the translation is an accurate rendering of the original.
- ✓ **Modification** shall mean the translation and introduction of amendments into a text which has already been translated.

- ✓ **Framework contract** shall mean a contract setting out the performance framework (general characteristics and price of the services for the purposes of the present call for tenders). The other basic elements of the contractual relationship shall be defined by means of specific contracts (“order forms”). Framework contracts do not therefore give rise to any obligation for the Translation Centre to outsource a specific volume of work.
- ✓ **Order form** shall mean the document issued by the authorising department of the Translation Centre for each specific assignment, specifying the nature of the service to be provided, the volume of work to be carried out, the deadline by which it is to be completed, and the remuneration due.
- ✓ **Standard page** shall mean a page of text comprising 1,500 characters, excluding spaces, in the source language.
- ✓ **Authorising department** shall mean the department within the Translation Centre responsible for issuing order forms and processing the related invoices.
- ✓ **Contracting authority** shall mean the authority responsible for launching the call for tenders and awarding the framework contract.
- ✓ **Delivery** shall mean the return of the completed assignment to the Translation Centre in data file form by email or electronic file transfer.
- ✓ **Quality of completed assignments** shall mean the degree in which the assignment returned by the contractor conforms to the standards expected, in terms of accuracy, consistency, completeness, style, register, formatting, respect of the instructions provided and of the deadline, etc.

- ✓ **Staff** shall mean the persons (whether internal or external) responsible for carrying out the work assigned under the contract. If no specific/particular reference is made to translators, any reference to staff shall also include the persons managing work assigned under the contract.

1.4 Framework Contract

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

1.5 Duration of the Contract

The framework contract will enter into force on the date stated therein and will be awarded for an initial period of 12 months. On expiry of this period, framework contracts may be renewed by tacit agreement for up to three one-year periods, i.e. the total duration may not exceed four years. Where either party does not wish to renew the framework contract, the other party shall be informed by registered letter sent no later than three calendar months prior to expiry.

The Translation Centre reserves the right to terminate the framework contract for one or more

lots in the event of failure to meet the obligations deriving therefrom.

1.6 Description of the services to be provided

1.6.1 General

The scope of the call for tenders is provision of translation and translation modification services of standardised technical texts in the field of intellectual property rights, **from** Bulgarian, Czech, Danish, German, Greek, English, Spanish, Estonian, French, Croatian, Hungarian, Italian, Lithuanian, Latvian, Maltese, Dutch, Polish, Portuguese, Romanian, Slovak, Slovenian and Swedish **into Finnish**.

The main tasks consist in translation of lists of goods and services and product indications loosely based on the WIPO International Classification of Goods and Services for the purpose of the registration of trade marks (Nice Classification) or on the WIPO Locarno Agreement Establishing an International Classification for Industrial Designs. They may, however, contain many non-standard terms and expressions not covered by the classification systems. The lists cover all types of products and services and hence a vast range of subject fields. The texts may also contain a brief disclaimer, a list of colours or a description of a logo.

Text examples for the purpose of this tender will be provided on request.

The texts for translation are issued in several batches per week each week. The texts will have to be translated within a deadline by the contractor with specific software the Translation Centre will supply for the purpose (see also point 1.6.4). Tenderers are made aware of the fact that

no assignment in accordance with the declared minimum capacity falling within the framework of the contract can be refused. A refusal to accept an assignment may imply immediate cancellation of the contract as specified in the attached draft framework contract.

1.6.2 Volume of work

The following is a breakdown by source language of standardised technical texts in the domain of intellectual property rights translated in 2018

Source language	Percentage
EN	47.81%
DE	19.63%
FR	11.42%
ES	5.72%
IT	5.20%
PL	2.61%
NL	3.64%
CS, DA, PT, SV	2.16%
EL, ET, FI, HR, HU, LT, LV, MT, RO, SK, SL	1.68%

The average length of the text of one file is 500 characters and the forecast workload is in the order of 1000 – 1500 files per week but attention is drawn to the fact that in any particular batch, the source language ratios and average length of individual files may deviate considerably from the above indications which are given for information purposes only and do in no way represent a minimum guaranteed workload. Also, the pre-processing of all texts by means of a computer assisted translation programme will reduce the actual amount of text to be translated.

1.6.3 Electronic file format

Tenderers attention is drawn to the fact that the files sent out for translation only will be editable with the translation software provided by the Translation Centre for the purpose of this contract. Attempts at editing the files with other applications cause serious non-conformity of their format.

1.6.4 Translation memory software

Prior to being sent out for translation, all files are pre-processed using a computer assisted translation programme. This programme breaks files up into sentences and segments. For the purpose of the computer assisted translation programme used at the Translation Centre a sentence is defined as a text unit that is delimited either by a semicolon (high point for Greek), a full stop or an internal field separator. A segment is a text unit that is included in a sentence and thus shorter than the sentence itself. Delimiters defining segments are the comma, conjunctions (e.g. “and”, “or”) and the sentence delimiters.

The programme searches for translations of the sentences and segments of source language texts in a translation memory database and retrieves translations for identical and similar sentences and segments.

Identical sentences will not be editable by the contractor. Translations of source sentences for which a similar entry was found in the database will require editing. The translation programme's user interface will indicate the degree of similarity between the retrieved sentence and the original sentence.

Identical and similar segments are used for building up a translation of a source sentence which does not exist at sentence level in the

database. The translation programme's user interface will indicate the degree of similarity for each segment that has been replaced and an overall result score for the composed sentence. A thus composed translation will always require verification and in many cases post-editing by the contractor both at segment and at sentence level.

The pre-processed files will be delivered to the contractors via the internet. The Translation Centre will provide a software programme that the contractors may use to distribute the files to their translators. The same programme may be used to collect the terminated translations. The contractors have to return the translated files to the Translation Centre via the internet in observance of all instructions issued by the Translation Centre.

The Translation Centre will provide a software programme that the contractors have to use to carry out the translation work itself. This programme allows to display the source text and the results of the computer assisted translation module. The contractors will be required to translate sentences for which no match at all was found in the database (i.e. sentences for which a match of only 50% or less was found) and post-edit sentences for which a similar but not identical sentence was found (i.e. sentences for which a match of between 50% and 99% was found). The Translation Centre will provide initial training in the use of the software and help-desk assistance to the contractor, where requests are relevant, and the timeframe is reasonable. The translation software will be handed out to the contractor for the purpose of the contract and the contractor will be responsible for making and distributing the needed number of copies to individual translators.

Contractors may be required in the future to work with a different software program for the assignments. It should be noted that on signing the framework contract, successful tenderers will be required to sign the declaration (Annex II of the framework contract) that they are prepared to equip and acquaint themselves with the relevant software should it be required for the assignments. Where they are not prepared to do so, they waive their right to be awarded the contract.

1.6.5 Deadline for delivery

The deadline will be indicated on the order form.

The deadline for delivery of the translations will be between three and five working days from the date on which the files are dispatched by the Translation Centre.

The burden of correct and timely delivery shall be borne by the contractor.

The Centre will provide a yearly dispatch plan indicating on which dates contractors should expect to receive an order and on which dates they are expected to deliver the corresponding translations. The dispatch plan may be updated in the course of year. Attention is drawn to the fact that bank and national holidays are not exempted from being considered as working days for the purpose of the contract.

1.6.6 Prices and value-added tax

The price offer per standard page of 1,500 characters (excluding sentence and segment

delimiters and spaces) must be submitted using **the mandatory form** – Tender submission form (Part A - Point 3.2).

The price must be expressed in euro (EUR) with up to two decimal places.

The price must be inclusive of all costs (management, secretariat, salaries, social security payments, office expenses, insurance, communications, etc.).

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

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

1.6.7 Quality of the completed assignments

All completed and delivered assignments must be of such quality as to require no further correction by the Translation Centre's services. Contractors must ensure, inter alia, that all specific instructions from the authorising department are followed.

The Translation Centre reserves the right to carry out quality controls on all work supplied by the Contractor. The standard assessment sheet used is annexed to the contract (Annex I) and forms an integral part of it. This assessment in no way diminishes the contractor's obligation to ensure

that all assignments can be used as sent, without any further revision or correction by the Translation Centre's services.

Should the Centre deem the quality to be unsatisfactory, it reserves itself the right to claim back additional costs incurred due to unsatisfactory quality.

1.7 Collaboration with other entities

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

The tender must in any case specify very clearly whether each party involved in the tender is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others). The documents to be completed for this purpose – Tender submission form (Part A - Point 1.3).

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

1.7.1 Joint Offers

- A joint offer is a tender submitted by a group of tenderers. Partners in a joint offer assume joint and several liabilities towards the Translation Centre for the performance of the contract as a whole.
Statements saying, for instance,

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

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

- If you intend to tender with a partner, and have already set up a consortium or similar entity to that end, you should mention this fact in the tender, together with any other relevant information in this connection.
- If you intend to submit a joint tender, you should be aware that, if you are awarded the contract, the Translation Centre will require you to give formal status to the proposed association before the contract is signed. This can take the form of:
 - ✓ An entity with legal personality recognised by a Member State,
 - ✓ An entity without legal personality but offering sufficient protection of the Translation Centre's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association), or
 - ✓ The signature by all the partners of a "power of attorney" available in the "Tender submission form" (Part A - Point 1.3)

The members of the group must authorise one of the members to sign the tender and the contract

should it be awarded to them, be responsible for receiving and processing payments on behalf of the group and manage and coordinate the service.

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

1.7.2 Subcontracting

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

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

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

Accordingly,

- ✓ the Translation Centre will handle all contractual matters exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;

- ✓ the main contractor can under no circumstances avoid liability towards the Translation Centre on the grounds that the subcontractor is at fault.
- Where your tender envisages subcontracting, your tender must include the documents requested – Tender submission form (Part A - Point 1.3):
 - ✓ a declaration with the proportion of the contract they intend to subcontract, the criteria for selecting documents for subcontracting, and the applicable contractual conditions;
 - ✓ a letter of intent by each subcontractor stating their intention to collaborate with you if you are awarded the contract.

- Offers involving subcontracting will be assessed as follows:
 - ✓ The exclusion criteria will be assessed in relation to the tenderer and each proposed subcontractor,
 - ✓ The selection criteria for economic, financial, technical and professional capacity will be evaluated in relation to the combined capacities of the tenderer and all proposed subcontractors as a whole.
 - ✓ The award criteria will be assessed in relation to the tenderer and all proposed subcontractors as a whole.

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

2- How to tender

2.1 Content and Presentation of tenders

2.1.1 Guidelines

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

time the originals of these documents may be asked by the Evaluation Committee.

2.1.2 Your tender

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

2.2 Submitting tenders

- One tender may be submitted per tenderer.
- The tenderer shall connect to the call for tenders portal (registration is required and free of charge) and fill in all the data required for the tenderer’s identification and all the

information about the lots applied for. Once the 'form' has been completed, the tenderer must validate it. The form must be then printed and signed by the tenderer and attached to the tender as the cover page of the first file (Part A).

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

Invitation to tender - Reference Call for Tenders FL/TM19-FI - Not to be opened by the internal mail service
Appel d'Offres – Référence Call for Tenders FL/TM19-FI – A ne pas ouvrir par le service courrier

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

Translation Centre for the Bodies of the European Union
Legal Affairs Section

Ref: Call for Tenders FL/TM19-FI
Bâtiment Drosbach
12E, rue Guillaume Kroll
L-1882 Gasperich – Luxembourg

- Tenders must be:
 - ✓ either sent by registered mail, dispatched **no later than 1 April 2019** (the postmark serving as proof of dispatch);
 - ✓ or sent by private courier, dispatched **no later than 1 April 2019** (the deposit slip serving as proof of dispatch);
 - ✓ or delivered by hand by the tenderer in person or by an authorised representative to the Reception of the Translation Centre no later than 17.30 hours **on 1 April 2019** (in which case a receipt, signed and dated by an official of the Translation Centre authorised to take delivery, must be obtained as proof of submission). The service is open from 08.30 to 17.30 hours Monday to Friday. It is closed on Saturdays, Sundays and Translation Centre holidays.
- Changes to tenders or additional information will be accepted only if they are sent on or before the final date for the receipt of tenders and in accordance with the instructions given above.
- Expenses incurred in the preparation and dispatch of tenders cannot be refunded.
- Tenders should be submitted in an environmentally-friendly way by:
 - ✓ Choosing a simple and clear structure (index for each file)
 - ✓ Using double-sided printing;
 - ✓ Avoiding binders
 - ✓ Avoiding attachments (brochures, booklets, etc.) unless required in the Specifications.

2.3 Contacts

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

2.3.1 Before the closing date for the submission of tenders

► At the request of tenderers

The awarding authority may accept and answer requests for clarification of the invitation to tender before the closing date for submission of tenders, but only if such requests are made in writing through the e-Tendering website in the “questions and answers” tab, by clicking “create a question”. Any additional information and all answers to questions concerning this call for tenders will be made available exclusively on the call for tenders’ page in e-Tendering. It is the responsibility of the tenderer to verify if corrections, updates and modifications are made during the submission period.

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

Written questions should be clear and concise and refer explicitly to the relevant point in the Specifications.

► At the request of the awarding authority

If the Translation Centre notices an error, inaccuracy, omission or any other clerical error in

the text of the invitation to tender it may notify all those concerned.

2.3.2 After tenders have been opened

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

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

3- Evaluation of tenders

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

- Stage 1 (exclusion criteria) consists of checking whether tenderers can take part in the tendering procedure and, if successful, be awarded the contract.
- Stage 2 (selection criteria) consists of checking the technical and professional capacity and economic and financial standing of tenderers who have passed the exclusion stage.
- Stage 3 (award criteria) consists of assessing the technical and financial offers of all tenderers who have passed the exclusion and selection stages and establishing a ranking order.

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

Before the contract is signed, the Translation Centre may decide not to award the contract or to cancel the procurement procedure without tenderers being entitled to any compensation. Where appropriate, the grounds for such a decision will be brought to the attention of tenderers.

3.1 Assessment of tenderers – Exclusion criteria

Tenderers or their representatives shall provide a declaration on their honour duly completed, signed and dated that they are not in one of the situations referred to in Article 137 of the

Regulation on the financial rules¹, which lead to exclusion as included in the “Tender submission form” (Part A - Point 1.6) and attach the required evidence.

3.1.1 Exclusion from participation in the procurement procedure:

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

- As sufficient proof that tenderers are not in one of the situations under a), c), d), f), g) and h) - Tender submission form (Part A - Point 1.7), the contracting authority accepts production of a recent[•] extract from the judicial record or, failing this, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance certifying that these requirements are met. Depending on the national legislation of the country in which the tenderer is established, the documents referred shall relate to entities with legal personality and/or natural persons (including in case of legal persons, company directors or any person with powers of representation, decision-making or control).
- As sufficient proof that tenderers are not in situation b) - Tender submission form (Part A - Point 1.8 and Point 1.9), the contracting authority accepts a recent[•] certificate issued by the competent authorities regarding the payment of social security contributions and

¹ 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.

the payment of taxes in the Member State concerned. And only if no such certificate or document is issued in the country concerned, it may be replaced by a recent • sworn or solemn statement made by the person concerned before a judicial or administrative authority, a notary or a qualified professional body in the Member State concerned.

Tenders will also have to declare that - Tender submission form (Part A - Point 1.6):

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

3.1.2 Exclusion from award procedure of the contract if:

- they have a conflict of interest;
- they are guilty of misrepresentation in supplying the information required by the contracting authorities or have failed to provide all the information requested.
- the tenderer or any member of its staff (where applicable) is an official or other agent currently employed by an European institution or body or a former official or other agent of an European institution or body in receipt of a pension or a monthly allowance paid from the budget of an European institution or body.

- Recent shall mean for the purposes of this point, issued not more than 12 months prior to the date for submission of tenders.
- In case of joint offers by group/consortia of tenderers or of subcontracting, the exclusion criteria will apply both to the group and to each member of the group or both to the tenderer and to each its subcontractors. Each party (including subcontractors) must therefore provide the signed declaration and the related evidence requested.
- In order to speed up the evaluation and contract award procedure, all required evidence must be attached to the signed declaration on honour to be found in the Tender submission form and to be included with the tender.

3.2 Assessment of tenderers – Selection criteria

Tenderers will be selected on the grounds of the criteria laid down below:

3.2.1 Establishment, status and legal form of tenderers

Tenderers must be nationals of a Member State of the European Union or have their head office or domicile in a Member State of the European Union, or of the European Economic Area, or in another state which has concluded an agreement on public procurement for the same category of services with the European Union and must provide proof thereof in accordance with their

national legislation. EU nationals established in non-EU countries may therefore also tender. Any individuals tendering will be required to provide proof of their nationality.

Depending on a change of status of the UK in case of a withdrawal from the EU and/or on the outcome of the negotiations between the two parties, the rules of access to EU procurement procedures by economic operators established in third countries may apply to tenderers from the UK. It should be noted that in case such access is not provided by legal provisions in force, tenderers from the UK may be excluded from procurement procedures.

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

Tenderers must *indicate the name and position of the person(s) empowered to represent the tendering party* (or parties in the event of a joint tender) and entitled to sign the framework contract if the tender is successful and must provide appropriate proof thereof – Tender submission form (Part A - Point 2.2)

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

3.2.2 Economic and financial standing

- All tenderers must provide proof of their economic and financial standing – Tender submission form (Part A - Point 2.3) *by means of one or more of the following documents:*
- an appropriate statement(s) from (a) bank(s): a letter issued and signed by a bank attesting the good accountability of the tenderer;
- evidence of a professional risk indemnity insurance;
- the presentation of balance sheets or extracts from balance sheets for the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- a statement of overall turnover and of turnover for the last three financial years for the type of services covered by this call for tenders.

3.2.3 Technical capacity

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

In order to be selected, tenderers must therefore provide all the information and documentary evidence requested below:

- ✓ Tenderers must fill in the table in Part A, Point 2.4 of the Tender submission form, which indicates the **minimum technical equipment required** for performing the contract;

- Tenderers who answer “No” to any of the mandatory requirements will not be selected.

- In case of joint offers by group/consortia of tenderers, the selection criteria concerning status and legal form (see Tender Specifications - Point 3.2.1) will be assessed in relation to each party individually; economic and financial standing and technical capacity (see Tender Specifications - Points 3.2.2 and 3.2.3) will be assessed in relation to the group as a whole, or together with subcontractors if any.

✓ **Minimum translation capacity**

Tenderers must confirm that they can provide sufficient linguists to cover the most important EU language combinations set out in the tender specifications. In this respect, tenderers **must cover in their tenders a minimum of 12 lots.**

Tenderers must be able to assure a minimum **daily workload** for the lots they bid for as follows:

Source language	Minimum translation capacity in pages/day
EN	32
DE	16
ES, FR, IT, NL, PL	8
CS, DA, EL, ET, FI, HR, HU, LT, LV, MT, PT, RO, SK, SL, SV	4

The minimum daily workload declared in Annex III must be in line with the daily

capacity expressed per translator in point 4.3 of the Tender Submission Form.

The Centre reserves the right to request supporting evidence during the selection procedure or at any time during the execution of the framework contract.

3.2.4 Professional capacity

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

► *For their organisation*, tenderers (with the exception of natural persons working individually/on their own) must:

✓ Indicate the names and educational and professional qualifications of the persons in charge of executing the work under the present call for tenders, by supplying a detailed organisation chart identifying – Tender submission form (Part B - Point 4.1):

- ☐ the persons responsible for managing work with precise details of their contractual status, responsibilities, training and professional qualifications;
- ☐ all the translators responsible for carrying out the work with the precise details of their contractual status and clear indications as regards the lots which they will translate;
- ☐ any other staff members involved in the project (technical, linguistic and support staff, etc.).

✓ A detailed description of their organisation, stating the tasks carried out by each member (including members of the joint offers or

subcontractors where applicable) – Tender submission form (Part B - Point 4.2)

- For their *qualifications & professional experience*, tenderers must:
 - ✓ Provide the composition of the translation team (internal and/or external translators) described in the table enclosed – Tender submission form (Part B - Point 4.3.1). For evaluation purposes the Translation Centre considers that a translator can produce 6 standard pages in the field of intellectual property rights per day. Provide a recent Curriculum Vitae of every translator (internal or external) involved in carrying out the work under this project - Tender submission Form (Part B - Point 4.4.1);
 - ✓ Provide the photocopy(s) of the diploma(s)² - Tender submission Form (Part B - Point 4.4.2)
 - ✓ Each translator (internal or external) involved in the project must have a university level degree or equivalent qualification.
 - ✓ The tenderer's translation experience into the target language for which the bid is made must be equivalent to **15,000 pages** in the field of intellectual property rights (EU trademarks, registered Community patents or designs) (one page = 1,500 characters, excluding spaces).
 - ✓ In case of subcontracting this requirement applies also to the subcontractors, as specified in points 1.7.1 and 1.7.2 of the tender specifications.

- One page=1,500 characters, excluding spaces.

² In case of doubt as regards their qualifications, tenderers should check the level of their degree with the competent national authorities.

- It is in the tenderer's interest to give as many details as possible in the curriculum vitae and supporting documents with regard to experience.
- For experience to be taken into account it must be accompanied by some acceptable form of proof, such as reference letters, or certificates, all of which must clearly indicate **the volume of work done, the language combination and the field** in order to be considered as valid.
- Letters of reference and certificates must contain letterhead and must be signed and the contact details of the signing person must be indicated therein in order to be considered as valid.
- In this context, self-declarations or evidence not endorsed by a third party cannot and will not be accepted.

3.3 Evaluation of tenderers – Award criteria

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

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

- *Technical and qualitative merit of the service offered, paying particular attention to:*

Experience of the tenderer and the team's qualification for the purpose of providing the services requested (including the specialisation in the field concerned); quality control procedures and working methods (45/100);

- **Please note that specialisation in the field of intellectual property will be considered an asset.**
 - **Tenderer's translation experience in the language combination and in the intellectual property field over the minimum required for which the bid is submitted, will be considered an asset (up to an overall maximum of 10,000 pages).**
- *Translation capacity in the various language combinations and the breadth of the tenderer's language coverage* (25/100);
- Tenderer's translation capacity, over the minimum required (12 lots) at point 3.2.3, will be considered an asset.
- *Technical competence:*
- Technical assistance and the know-how in particular equipment (hardware), possession of and familiarity with the use of translation tools (translation memory software and interactive terminology databases) (30/100).

- Tenders with less than 60 points out of a perfect score of 100 points will be considered to be of an unacceptably low quality and will not be evaluated any further.
- In the case of consortia or groups, the description of the award criteria, namely working methods and quality control procedures, shall be submitted with regards to each supplier in the

consortium/group and to the consortium/group as a whole

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

- *The tender or price offer must be inclusive of all costs* (management, secretariat, salaries, social security payments, office expenses, insurance, communications, handling and delivery of texts, access to terminology and documentary databases, etc.), exclusive of all taxes, duties, and dues³. It must be expressed in euro (EUR) per standard page of 1,500 characters (as described in point 4.1 of the framework contract) in the source language. The price must be expressed in euro (EUR) with up to two decimal places, on the mandatory form – Tender submission form (Part A - Point 3.2)
- *This price may vary from one lot to another.*

³ See Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

4- Award of the Contract

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

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

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

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

Q = “quality” mark of the evaluated tender.

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

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

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

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

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

5- Others General Conditions or requirements

5.1 Rules of Free competition

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

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

5.2 Rules of confidentiality applicable to contractors

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

The contractor shall obtain assurance from each member of its staff (internal or external/subcontractors) that they will respect the confidentiality of any information which is linked, directly or indirectly, to the execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any

document or information not publicly available, even after execution of the contract.

5.3 Protection of personal data by the Translation Centre

Any personal data included in the tender procedure must be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. Such data must be processed by the data controller solely for the purposes of the implementation, management and monitoring of the contract (the Centre's Legal Affairs Section - tenders@cdt.europa.eu and the Translation Support Department - tmark@cdt.europa.eu)⁴. This does not affect its possible transmission to bodies entrusted with monitoring or inspection tasks in application of Union law.

Files related to the tender procedure, including personal data, are retained in the archives for a period of five years from the date on which the European Parliament grants discharge for the budgetary year to which the documents relate.

⁴ The legal basis for the processing is 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.

Details concerning the processing of your personal data are available on the Specific privacy statement for processing of personal data related to procurement procedures at:

http://cdt.europa.eu/sites/default/files/documentati on/pdf/privacy_statement_procurement_en.pdf

5.4 Information to be provided after signing the contract

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

- Please note that it may be considered as serious professional misconduct and may lead to termination of the contract and to exclusion from participating in future invitations to tender in accordance with the terms of the Financial Regulation and the related implementing rules if:
 - members of the translation staff listed in the tender, and accepted by the Translation Centre, are changed without the prior agreement of the Translation Centre
 - any changes are made as regards subcontractors and/or partners in a joint tender without the prior agreement of the Translation Centre;
 - sufficient evidence cannot be provided upon request by the Translation Centre as regards the experience and qualification of each member of the team of translators.
 - Contractors may also be required to provide any information relating to the job at hand.

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