OPEN TENDER n°BSGEE-2021-001-TRANSLATION

Translation services

for the Office of the Secretary general of the European Schools

TENDER SPECIFICATIONS
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1. **SCOPE AND DESCRIPTION OF THE PROCUREMENT**

1.1. **Contracting authority: who is the buyer?**

This call for tenders is launched and managed by the Office of the Secretary General of the European Schools (the “OSGES” or “OSG”), referred to as the *Contracting authority* for the purposes of this call for tenders.

The European Schools (the “schools”) are official educational establishments set up jointly by the European Union and the governments of the Member States. The mission of the European Schools is to provide a multilingual and multicultural education for nursery, primary and secondary level pupils.

The main task of the Office of the Secretary-General of the European Schools is to provide the European Schools with advice and assistance on pedagogical, administrative, financial, legal and human resources issues.

The European Schools and the OSGES together form an international organisation governed by public law, set up by an international convention. More information about the OSGES and the European Schools and their activities is available on the OSGES’s website at the address https://www.eursc.eu/en.

The European Schools also have a Complaints Board, a tribunal common to the European Schools, which has sole jurisdiction in the first and final instance in any dispute concerning the application of the texts governing the European Schools system. More information about the Complaints Board is available on the Board’s website at the address http://www.schola-europaea.eu/cree/.

The OSGES has decided to issue this call for tenders with a view to meeting its translation needs.

1.2. **Subject: what is this call for tenders about?**

The subject of this call for tenders is the conclusion of multiple framework contracts (FWCs) for the provision of services related to translation for documents linked to the functioning and activities of the OSGES.

More details are given below.

1.3. **Lots: is this call for tenders divided into lots?**

This call for tenders is not divided into lots.

1.4. **Minimum requirements: what do we want to buy through this call for tenders**

The services that are the subject of this call for tenders, including any minimum requirements, are the following.

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.
1.4.1. **Background and objectives**

The services to be provided involve translation; the revision and/or review of translated texts (proof-reading); and the revision and/or review of amendments to existing documents. The source texts will be of varying length, urgency and nature.

OSG reserves the right to order occasionally other services falling within the scope of the contract. The conditions to order are set out in Article I.5.4 of the Contract.

The contracting authority is looking for highly qualified and experienced translation service providers on whom it can rely. Participation in this call for tenders is open to experienced providers of translation services, both individuals and organisations (with or without subcontractors).

Because most translations are needed for scheduled meetings, publications and/or ongoing procedures, emphasis will be put on:

- Quality, and
- Meeting delivery deadlines, and
- Confidentiality.

1.4.2. **Detailed characteristics of the purchase**

a. Type of translation requested:

The subjects dealt with relate to the activities of the OSGES, which:

- represents the [Board of Governors](#);
- directs and organises the work of the OSGES;
- has decision-making power according to the [statutes and regulations](#) of the European Schools;
- chairs the [Administrative Boards](#) of the European Schools and in that capacity coordinates implementation of the autonomy of the European Schools;
- organises the [accreditation procedure for Accredited European Schools](#);
- provide the secretariat and organise the Pedagogical meetings (pedagogical rules and procedures, syllabuses, quality assurance, etc.) the Budgetary Committee (annual budget, pedagogical documents with financial impact, HR, etc.) and the Board of Governors (decisions system level).
- organise Working groups meetings;
- guarantees the coherence and smooth operation of the European schooling system and of the [European Baccalauréate](#) in accordance with the political decisions and policy guidelines of the Board of Governors, within the limits of the budget allocated;
- presents an [annual report](#) and the budget reports along the year to the Board of Governors on the system's operation and performance and formulates proposals as part of a multi-annual plan;
- ensures the transparency and efficiency of the procedures and the quality of the services;
- participates in the selection and evaluation of management staff.

The OSGES is also hosting:

- the [Complaints Board](#), competent in any dispute or litigation concerning the application of the Convention and regulatory texts which govern the European Schools system;
- the Central Enrolment Authority, in charge of the management of the enrolment for the Brussels's schools.
The tenderer must be able to provide translators matching the requirements set, with particular reference with to the languages and the knowledge associated with the areas of activity of the OSGES and of the entities hosted in its premises, mainly:

- **Pedagogy**
- **Legal**
- **Finance**
- **European administration**

It is therefore a requirement for the translators to have a good knowledge of these sectors.

Regarding in particular the legal translations that will be requested, it is important for the translators to understand and mastering the legal language and use the appropriate terms, i.e. those of the official texts of the European Schools and of European law, but also the more classical legal/judicial language.

Procedural documents (for example appeal, memorandum, reply and judgment) are often long and complex.

Regarding in particular the pedagogical translations that will be requested, it is important for the translators to understand and mastering the pedagogical language and use the appropriate terms; i.e. of studies and syllabuses (https://www.eursc.eu/en/European-Schools/studies/studies-organisation), specific pedagogical rules (quality assurance, guidelines for examination, etc.).

b. **Languages and volumes requested:**

According to their regulations, the European Schools must be able to provide translations at least from and to all official EU languages.

In practice, the most commonly used languages and combination of languages at the OSGES are English, French and German, plus possibly the language of the Presidency which changes in September at the beginning of each scholar year:

- English to French and/or German
- French to English and/or German
- German to English and/or French
- Language of the Presidency from and to English and/or French and/or German

The list and order of the Presidencies are provided in **Annex 5 – List of the Presidencies.**

The following languages and combinations are also broadly used:

- Spanish from/to English and/or French and/or German
- Italian from/to English and/or French and/or German
- Dutch from/to English and/or French and/or German

It is not possible to know in advance the volume and type of translations that will be ordered in the coming years.

However, the statistics related to the volume, type of documents, languages requested, period of time of requests, etc., for the translations at the OSG in 2019 and 2020 are provided in **Annex 6 – Statistics.**
In 2019, the total number of words translated for OSG was 2,461,579.00 words.

c. Organisation of service and contract management

The contractor shall identify a coordinator within its organisation who will represent the single contact point for all administrative and operational communication with OSG.

All communication and exchanges of information between OSG and the contractor shall be addressed to the coordinator designated by the contractor.

The coordinator shall communicate in English orally and in written, as it is one of the working languages at the OSG.

d. Functional requirements

For the purposes of implementing the FWC, contractor is required to propose a specific IT solution to implement the services requested, easily accessible by the contracting authority.

That solution should be user-friendly and easy-to-use.

That solution should offer at least the following functionalities:

- Availability of the solution: Business days;

- Parameters related to the translation requested:
  - Source language
  - Destination or target language (s)
  - Type of document(s): Examples: legal, pedagogy; financial and reporting documents
  - Type of translation requested (translation, revision, automatic-translation, PDF or editable document, …)
  - Length of document(s) (number of words or characters)
  - Deadline for completion of the service (standard or urgent)
  - And, if necessary, one or more additional requirements:
    - Specific requirements related to the selection of the translator(s)
    - Any other remarks

- Possibility to request the translation of several documents/languages combination at the same time,

- Memory translation available: possibility to import glossaries and translations of recurrent and/or already translated documents or part of documents,

- Taken into account of the segments of words already translated into the target language(s) for the quotation and invoicing,

- Support for formats of the documents to be translated available: word/excel/powerpoint + possibly PDF or images (jpg, gif),
- Support for secure sending and reception of the translations,

- Financial management and follow-up of the translation:
  
  - Possibility to set a maximum budget that shall not be exceeded and warning when the limit is closed to be reached,
  
  - Request and reception of the quotations, approval of the quotations to order,
  
  - Follow-up of the ordering and invoices in progress/finalized/paid, overview of the budget spent.

- Statistics regarding the actual orders,

- Possibility to refuse the translation, i.e. in case of problem of non-respect of quality or deadline (see below),

- Possibility to have a “super” user with a view on every transaction,

- Number of user staff allowed to order within the OSG: circa 80 persons.

The contractor must be able to work on formats that are standard such as word; excel; power point; less frequently PDF and images.

In case of urgency, exchange via emails will also be used.

An active link or access to the IT solution that will be made available by the candidate to the contracting authority during the performance of the contract shall be provided with the offer.

The name and email that can be used to create the active link or access are:

Name : OSG-procurement

Functional Mail Box : OSG-CALL-FOR-TENDERS-TRANSLATION-2021@eursc.eu

1.4.3. Quality, promptness and confidentiality

a. Quality requirements

The contractor shall provide high-quality translation services even within tight deadlines. All translations shall be carried out with accuracy and promptness.

For quality reasons, OSGES prefers direct translations, meaning that translations should be done directly from one language to another, without going through a bridge/intermediate language.

The European schools are using specific pedagogic and administrative terminologies developed over the years with no real equivalence in the more classical education field, which will require a period of adaptation for the translators. The stability of the team of translators at the disposal of the European Schools is therefore specifically important for the quality of the translations.

The contractor must ensure that the delivered translation is ready to be used and does not require any further corrections.

The delivered translation shall not include any notes, marking in track changes or highlights. If required, translator’s notes are to be submitted in a separate document.
Furthermore, the contractor must ensure that:

- the delivered translation assignment accurately reflects the source language text;
- the delivered translation assignment is fluent, clear, consistent and tailored to the audience;
- the delivered translation assignment is consistent with grammar, punctuation and spelling rules;
- the correct terminology is used consistently throughout the text and any naming conventions are complied with;
- any relevant document models or templates provided by OSGES are adhered to; any specific instructions accompanying request for services are followed; all references to documents already published or any reference material, including the terminology of the reference material quoted, are consulted and used correctly;
- the delivered translation assignment is produced in the agreed-upon format; any technical requirements regarding, in particular, settings, formatting, tags, style sheets, parsing and segmentation have been complied with;

The contractor must also make sure that the delivered translation takes into account feedback provided by OSGES in respect of previously delivered translations.

The contractor will be responsible for the quality of the entire text, including that of segments already (pre)translated into the target language. When carrying out the translation, the contractor must take into account the segments already translated into the target language, including 100% matches proposed by the translation memories, and ensure that those parts of the text are checked and correct, unless expressly instructed to leave such segments of text untouched.

b. Quality levels assessment

OSGES reserves the right to conduct regular or punctual assessment of the quality levels of the services provided.

The following indicators will be used to measure the quality level:

<table>
<thead>
<tr>
<th>N°</th>
<th>Indicators</th>
<th>Definition</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Misinterpretation/mistranslation</td>
<td>By misinterpretation and mistranslation, the contracting authority means an incorrect translation of a term or expression, resulting in the modification of original signification of the text.</td>
<td>0,3 points will be taken out per error</td>
</tr>
<tr>
<td>2</td>
<td>Grammar and spelling</td>
<td>By grammatical error, the contracting authority means an error in applying grammatical rules.</td>
<td>0,3 points will be taken out per error</td>
</tr>
<tr>
<td>3</td>
<td>Significant omissions</td>
<td>By significant omission, the contracting authority means an omission of a significant portion resulting in a change in meaning.</td>
<td>0,3 points will be taken out per error</td>
</tr>
<tr>
<td>4</td>
<td>Terminology</td>
<td>By terminological error, the contracting authority means an erroneous translation from a terminological point of view, particularly with regard to the</td>
<td>0,3 points will be taken out per error</td>
</tr>
</tbody>
</table>
5 | Style and literal translation | For this element, the points awarded to the tenderers will depend on the style adopted, while avoiding an overly literal translation. |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5-10 points: very good</td>
<td>6-7 points: good</td>
<td>5 points: sufficient</td>
</tr>
<tr>
<td>4-1 points: poor</td>
<td>0 point: bad or impossible to evaluate.</td>
<td></td>
</tr>
</tbody>
</table>

6 | Lay-out | For this element, the points awarded to the contractor will depend on the respect of the layout of the original text (tabs, bold, italics, spaces, line spacing, subheadings, fonts, font size, respect for the colors used, etc.). |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8-10 points: very good</td>
<td>6-7 points: good</td>
<td>5 points: sufficient</td>
</tr>
<tr>
<td>4-1 point(s): poor</td>
<td>0 point: bad or impossible to evaluate.</td>
<td></td>
</tr>
</tbody>
</table>

Method of calculation:

The maximum score for 5° and 6° (20 points) is deducted from the maximum of points which is 100 points. The number of errors (number of errors x 0.3 points) is deducted from the remaining number of points. Finally, the number of points scored for 5° and 6° are added.

Formula: 100 – 20 - (number of errors x 0.3) + points scored for 5° and 6°

To be acceptable by the contracting authority, the quality level must achieve a minimum score of 70%.

The quality of the delivered translation shall be assessed on the basis of a text sample.

Within 20 days following the delivery OSGES will either accept the delivered translation or notify the contractor about the Quality level and request revision if necessary.

The contractor may request in writing within a period of 5 calendar days from the date of notification of the Quality level additional information.

Within a period of 10 calendar days following the date of receipt of the request OSGES shall provide an answer.

c. Consequences of the quality level assessment

It is an essential contractual obligation for the contractor to ensure the quality of the translation.
Not doing so is a breach of the FWC. Should the assessment of quality show repeatedly, i.e. more than 3 times over the duration of the FWC, that the quality of the translation is not align with the requirements, the FWC may be terminated in accordance with Article II.18 (c) of the FWC.

Where a translation is delivered incomplete, the contractor will be obliged, upon request, to make good any omissions.

If the quality of a translation delivered is judged unsatisfactory or unacceptable, OSGES reserves the right to require the contractor to remedy this without extra remuneration.

This corrective work must be carried out and the new version redelivered within a deadline established by OSGES.

In case of redelivery where the translation was corrected by the contractor in accordance with the request of OSGES, the quality mark will be based on the first delivery.

A quality level below 70 points can result in a reduction in payment of the total amount of the assignment in accordance with Article II.16 of the FWC.

The following reductions of price shall apply:

<table>
<thead>
<tr>
<th>Quality level (points)</th>
<th>Quality label</th>
<th>Description</th>
<th>Reduction in price (% of the total amount of the assignment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 40 points</td>
<td>Unacceptable</td>
<td>The delivered translation assignment does not meet the quality requirements stipulated in these Technical specifications and is unusable as it stands. An in-depth revision or re-translation is needed.</td>
<td>100 %</td>
</tr>
<tr>
<td>40 &lt; 70 points</td>
<td>Unsatisfactory</td>
<td>The delivered translation assignment does not meet the quality requirements stipulated in these Technical specifications. It can be used only if revised.</td>
<td>50 %</td>
</tr>
<tr>
<td>≥ 70 points</td>
<td>Acceptable</td>
<td>The delivered translation assignment meets the quality requirements stipulated in these Technical specifications. No revision needed.</td>
<td>N.A.</td>
</tr>
</tbody>
</table>

d. Minimum implementation deadlines

Depending on the number of words to be translated and the priority, the following implementation deadlines shall apply:

<table>
<thead>
<tr>
<th>Number of words</th>
<th>Priority</th>
<th>Completed within</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 750 words</td>
<td>Urgent</td>
<td>6 hours</td>
</tr>
</tbody>
</table>
The implementation deadlines stated above shall start at the reception of the valid order by the contractor. It shall stop at the reception of the respective translation(s) by OSG.

e. Late delivery

It is an essential contractual obligation for the contractor to ensure that the deadlines set are respected and not doing so is a breach of the FWC. Should the assessment of the respect of the deadlines show repeatedly, i.e. more than 3 times over the duration of the FWC, that it is not align with the requirement, the FWC may be terminated in accordance with Article II.18 (c) of the FWC.

The contractor shall notify OSGES in advance via-email on any changes or problems related to the order due to such the order cannot be processed or finished.

The contractor shall report possible delays in delivery to OSGES immediately when the causes of such delays arise and not later than 48 hours before the deadline.

Except in cases of force majeure, any unjustified late delivery could result in a reduction in payment of the total amount of the assignment in accordance with Article II.15.1 of the FWC.

Reductions in payment for late delivery and unsatisfactory/unacceptable quality may be cumulated, but the maximum reduction in payment cannot exceed 100 % of the total amount of the assignment.

f. Confidentiality

The highest standards are demanded with respect to confidentiality. The interventions of providers of translation services mean that they will be in contact with sensitive and confidential information before their official publication.

The Contractor undertakes to deal strictly confidentially with any information and any document associated with the performance of the Contract and not to use or to divulge them to third parties. The Contractor remains bound by this commitment after completion of the tasks. The Contractor ensures that all its sub-contractors comply with these requirements.
Any failure to comply with the confidentiality and circumspection rules will result in the immediate termination of the contract by the OSGES and proceedings against the individuals concerned and/or the Contractor.

1.4.4. Quotation and ordering process

a. Budget availability

The IT solution put at the disposal of OSGES by the contractor will ensure that no ordering is possible in the case where the annual maximum budget set by OSGES has already been ordered.

b. Request for quotation

OSGES will send to the first ranked contractor a request for quotation via the IT solution put at its disposal by the contractor. A request for quotation is not to be considered an order or a commitment to order.

Request for quotation will indicate the following basic requirements:

- Source language
- Destination language
- Type of document
- Length of document (number of words)
- Deadline for completion of the service (standard or urgent)
- And, if necessary, one or more additional requirements listed below:
  - Specific requirements related to the selection of the translator(s)
  - Any other remarks

Unless different response time is stated in the request for quotation, the contractor must respond to the standard requests within 12 hours and within 2 hours to urgent requests by sending back to OSGES the quotation; or send an explanation of why it cannot accept the request for services. The above time period is to be considered maximum response time.

Quotation from the contractor shall have by default a period of validity of seven (7) calendar days, and shall be VAT-free and shall be all-inclusive (i.e. include for example the cost of the service, the required deadline and the ability to satisfy any additional conditions, if requested, etc.).

Only quotation taking all basic and additional requirements (if any) into account can be considered admissible.

If, after the lapse of the maximum response time or the specific deadline indicated in the request for quotation from the first-ranked contractor:

- no response is received, or
- no acceptable proposal is made by the contractor, or
- a proposal is received (as indicated in the last paragraph of the Section 6.1.) stating an unreasonably high translation fee,
- contractor is in a situation of conflicting interests that may negatively affect the performance of
the specific contract (see Article II.7 of the FWC),

the first contractor in the cascade shall be considered unavailable.

In such situations, OSGES may address its request to the contractor ranked second; then, if necessary and under the same conditions, to the contractor ranked third.

OSGES is not obliged to consider quotation received after the lapse of the maximum response time.

If the contractor repeatedly, i.e. more than 3 times over the duration of the FWC, refuses to reply to request for quotation or repeatedly, i.e. more than 3 times over the duration of the FWC, fails to send them back on time, the contractor may be considered in breach of its obligations under this FWC as set out in Article II.18.1 (c).

c. Placing an order

If an admissible quotation is received within the applicable maximum response time, OSGES may, at its own discretion, decide whether or not to place an order.

OSGES commits to purchase the service(s) by accepting the quotation via the user interface put at its disposal by the contractor. The contractor is not allowed to process any request before receiving the valid order from OSGES.

In case an urgent translation has been requested after the normal working hours, the contractor can start translation only after written confirmation from the OSGES contact person has been received by email.

If OSGES places order with the contractor, the contractor is responsible for having the document translated within the required deadline.

The deadline for translation indicated in the request for quotation shall commence only after a valid order has been received by the contractor.

The contractor shall confirm the receipt of the OSGES order via the user interface, quoting the order number (either a reference number assigned by the contractor or by OSGES), and including the date and time of its completion.

The reference number must be stated in the document(s) related to each order.

d. Invoicing

Invoices must be sent to the OSGES at the FMB: OSG-INVOICES@eursc.eu.

It shall be possible to verify at any moment if an invoice is already paid or not via the IT solution put at its disposal by the contractor.

Only closed translations i.e. translations fully finalised may be invoiced.

It shall be possible at least for one member of the OSGES staff to have a complete overview on the state of play of the orders and invoices via the IT solution put at its disposal by the contractor.
1.5. Place of performance: where will the contract be performed?

The services will be performed at the contractor's premises.

1.6. Nature of the contract: how will the contract be implemented?

A framework contract establishes a mechanism for future repetitive purchases by the Contracting authority to be awarded in the form of specific contracts. The signature of a framework contract does not impose an obligation on the Contracting authority to conclude specific contracts with a framework contractor.

The framework contract will be concluded in the form of separate but identical contracts with three (3) contractors at most provided that there are enough tenderers that have access to the procurement, are not excluded, satisfy the selection and award criteria, and comply with the Tender specifications.

The tenders deemed admissible as a result of the evaluation will be ranked in descending order to establish a list of contractors and a sequence in which they will be offered specific contracts during the implementation of the framework contract. Each ranking will be specified in the framework contracts. The modalities of implementation of the framework contract in cascade are set out in in section 1.4 to 1.7 of the Specification.

Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the Contracting authority and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

1.7. Volume and value of the contract: how much do we plan to buy?

The framework contract ceiling is indicated in Heading II.2.6 of the contract notice.

Within three years following the signature of the framework contract resulting from the current call for tenders, the Contracting authority may use the negotiated procedure under point 11.1.e of Annex 1 to 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 Union1 to procure new services from the contractor(s) up to a maximum of 50 % of the initial framework contract ceiling. These services will consist in the repetition of similar services entrusted to the contractor(s) and will be awarded under the following conditions: A contract with the same technical specifications and the same selection and award criteria as the initial contract will be awarded, if appropriate, on the basis of a tender submitted by the successful tenderer for the initial contract, which tender will in principle be the subject of negotiation.

1.8. Duration of the contract: how long do we plan to use the contract?

The contract(s) resulting from the award of this call for tenders will be concluded for at most 12 months renewable 3 times. The details of the contract duration and possible renewals are set out in Article I.3 of the Draft contract.
1.9. Reporting

Monthly, the tenderer shall provide OSGES with statistics concerning the translation services carried out at OSGES’s request regarding the volumes, languages requested, deadline, requester, invoicing, budget, etc.
2. **GENERAL INFORMATION ON TENDERING**

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of:

- the Financial regulation of the European Schools and

The Contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Rules on access to procurement: who may submit a tender?

Participation in this call for tenders is open on equal terms to all natural and legal persons established in the European Union.

To enable the Contracting authority to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) in Annex 1.1 and must present the supporting evidence normally acceptable under the law of that country/ -ies if so requested by the contracting Authority. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in Section 4.3.

2.3. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender either as a sole tenderer or as a group of tenderers. In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in Section 3.2 the tenderer can rely on the capacities of subcontractors or other entities.

The role of each entity involved in a tender (hereafter referred to as involved entity) must be clearly specified: sole tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities the

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tenderer relies to fulfil the selection criteria. This applies also where the involved entities belong to the same economic group.

**Joint tenders**

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer.

All members of the group assume joint and several liability towards the Contracting authority for the performance of the contract as a whole.

Group members must appoint a Group leader and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contact signature. The model power of attorney attached in Annex 1.2 is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the Group leader who will act as the Contracting authority's contact point for the contract's administrative or financial aspects and operational management. The Group leader will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the Contracting authority shall sign the contract with the Group leader, authorized by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in Annex 1.2.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see Section 2.2) and is not in an exclusion situation, (see Section 3.1).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

Exclusion criteria (see Section 3.1) will be assessed in relation to each member of the group individually. Selection criteria (see Section 3.2) will be assessed in relation to the group as a whole.

**Subcontracting**

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. Subcontracting is allowed, but the contractor retains full liability to OSG for implementation of the FWC.

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2 Such an entity is not considered a subcontractor, see Section 2.4.3.

3 References to tenderer or tenderers in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.
Freelancers and self-employed persons who provide services to a contractor for the execution of the FWC are regarded as subcontractors.

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

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

By filling in the form available in Annex 1.3, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as identified subcontractors):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2;
- whose individual share of the contract, known at the time of submission, is above 20%.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in Annex 1.3 and signed by its authorised representative.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the Contracting authority subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the Contracting authority and resulted in a signed contract, is considered authorised.

**Entities on whose capacities the tenderer relies to fulfil the selection criteria**

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in Annex 1.4, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the Contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.
With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.
3. **Evaluation and Award**

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement (see Section 2.2);
- Verification of administrative compliance (if the tender is drawn up in English and signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the Tender specifications;
- Evaluation of tenders on the basis of the award criteria.

The **Contracting authority** will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation.

The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the **Contracting authority** during the procedure.

For the purposes of the evaluation related to exclusion and selection criteria the **Contracting authority** may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

### 3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour in the model available in **Annex 2**. The declaration must be signed by an authorised representative of the entity providing the declaration.

**Tenderers, hereinafter and in the declaration on their honour referred to as ‘the person’, must also submit:**

- For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.
Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The exclusion criteria apply individually to each member of the grouping and to each subcontractor concerned.

In the case of a joint tender, this declaration – dated and signed by a duly authorised legal representative – must be submitted by each member of the grouping of tenderers.

In the case of subcontracting, when the share of the contract to be performed by the subcontractor exceeds the threshold of 20% of the value of the contract, this declaration – dated and signed by a duly authorised legal representative – must be submitted by each concerned subcontractor.

Tenders submitted by tenderers that do not fulfil the exclusion criteria will not be considered in relation to the other criteria.

Please note that the scan of the supporting documents listed below must be provided with the tender as proof of the declaration on honour relating to the exclusion criteria, as referred to in Annex 2.

3.2. Selection criteria

Tenderers must confirm that they have economic, financial, technical and professional resources to execute the contract.

Tenderers must provide the declaration on their honour referred to in Annex 2, duly signed and dated, on the selection criteria. Tenderers, hereinafter and in the declaration on honour referred to as ‘the person’, must also submit the supporting documents relating to the selection criteria.

The selection criteria are applicable to all the members of the grouping and/or the subcontractors identified (combined capacity of all the members and/or of the subcontractors identified).

Tenders submitted by tenderers that do not fulfil the exclusion criteria will not be considered in relation to the other criteria.

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4 The same school or the OSGES.
Legal and regulatory capacity

The tenderer must demonstrate that it has the legal capacity necessary to engage in the professional activity covered by the contract (registration in the relevant trade or professional register, registration with the social security system, VAT registration, incorporation permit, etc.) in accordance with the legislation of the State where it is established.

Evidence:

— a copy of the tenderer’s registration in a trade register or in a professional register or of any other official document mentioning a registration number;

— a copy of the tenderer’s legal status or, failing that, an equivalent document recently issued by a competent judicial or administrative authority;

— furthermore, for legal persons, a legible copy of the instrument of appointment of the persons authorised to represent the tenderer in relations with third parties and in legal action, or a copy of the publication of that instrument of appointment if the legislation applicable to the legal entity concerned requires such a publication; any delegation of this authorisation to another representative not mentioned in the official instrument of appointment must be certified.

Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

<table>
<thead>
<tr>
<th>Criterion F1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum level of capacity</strong></td>
</tr>
<tr>
<td><strong>Basis for assessment</strong></td>
</tr>
<tr>
<td><strong>Evidence</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criterion F2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum level of capacity</strong></td>
</tr>
</tbody>
</table>
Basis for assessment

This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.

Evidence

Copy of the profit and loss accounts and balance sheet for the last three years for which accounts have been closed from each concerned involved entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1

The tenderer must prove experience in the organisation of the services of translation requested.

Minimum level of capacity

At least 3 similar contracts completed in the last three years preceding the tender submission deadline, with a minimum value for each of them € 150,000.00. The list must indicate at least 3 different references of contractors.

Basis for assessment

This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.

Evidence

A list of contracts meeting the minimum level of capacity. The list shall include details of their start and end date, total contract amount and scope, role and amount invoiced. In case of contracts still on-going only the portion completed during the reference period will be taken into consideration.

The Contracting authority reserves the right to take contact with the clients.

Criterion T2

The tenderer must demonstrate that it has sufficient capacity, in human resources terms, to provide the translation services requested.

Minimum level of capacity

1 coordinator:

The contractor’s coordinator will have overall responsibility for ensuring that all delivered assignments correspond to the quality requirements, and will act as OSGES’s contact point for all general matters concerning the management of the contract in general, the quality of the translations and the respect of the deadlines.

The coordinator shall be the unique contact point person for the contracting authority.

Minimum qualifications and experience for the coordinator:
› Have a university degree or equivalent after studies of at least 3 years; and
› Have at least five years’ experience in coordination of translation, for a team of at least 5 translators.

**At least five (5) translators:**

The same person may be named as translator for more than one source/target languages.

**Minimum qualifications and experience for the translators:**

› Have a university degree or equivalent in translation; OR a university degree or equivalent in any other subject plus at least 2 years of full-time translation; and
› Have at least three years’ experience in translation; and
› All translators CVs taken in consideration together (5 at least) will need to cover our main requirements, i.e. the following languages: English, French, German, and at least two of the other 21 official languages of the EU; and
› Each translator shall have extensive experience of at least two fields of the four sectors requested (good grasp of the field and of its technical language); and
› All translators CVs taken in consideration together (5 at least) will need to have a proven extensive experience of at least the legal sector (good grasp of the field and of its technical language): at least two years’ experience in LEGAL translation.

<table>
<thead>
<tr>
<th>Basis for assessment</th>
<th>This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.</th>
</tr>
</thead>
</table>
| Evidence             | – The tenderer’s current organisation chart.  
                        – CVs of the members of the team made available to the OSGES to perform successfully the tasks described in the technical specifications, presenting the following profiles: 1 coordinator CV and at least 5 translators’ CVs. For each profile, the tenderer must provide a CV of the Europass type or at any rate a sufficiently detailed one. The details of the CVs will need to meet the minimum capacity level required.  
                        In the case of grouping and/or of subcontracting, a consolidated document summarising information for the grouping and/or subcontractors must be provided. |
3.3. Compliance with the minimum requirements of the Tender specifications

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

Tenders that are not compliant with the applicable minimum requirements shall be rejected.

3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. **Price - 60%**

The price will be evaluated on the basis of:

- The GRAND TOTAL of the financial scenario offered submitted via **Annex 4 and Annex 4.bis – Financial offer**.

  The list of documents and language combination constitutes a scenario with the aim to compare the different offers received. The estimates given are not binding for the contracting authority as far as actual orders are concerned.

- The GRAND TOTAL of the specific requests offered submitted via **Annex 4 and Annex 4.bis – Financial offer**.

The tender with the lowest prices shall be awarded the maximum number of points i.e. 60 points.

The following formula will be applicable to the financial criteria:

\[
\text{Score awarded to the tenderer for the financial criterion} = \frac{\text{lowest \ GRAND TOTAL of the financial scenario amongst the offers received}}{\text{GRAND TOTAL of the financial scenario offered by the tenderer}} \times 51 + \frac{\text{lowest \ GRAND TOTAL of the specific requests amongst the offers received}}{\text{GRAND TOTAL of the specific requests offered by the tenderer}} \times 9
\]
2. Quality – 40%

The quality of the tender will be evaluated on the basis of the following criteria:

<table>
<thead>
<tr>
<th>Qualitative criteria</th>
<th>Maximum 40 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>› Criterion 1: Quality assurance measures:</td>
<td>10</td>
</tr>
<tr>
<td>Tenderers will describe how they will undertake quality assurance measures:</td>
<td></td>
</tr>
<tr>
<td>1. Measures and procedures applied to ensure the quality of translation products and services;</td>
<td></td>
</tr>
<tr>
<td>2. Means of ensuring the accuracy of translations and compliance with conventions and instructions for OSGES texts in the target language;</td>
<td></td>
</tr>
<tr>
<td>3. Pre-release verification and incorporating OSGES feedback;</td>
<td></td>
</tr>
<tr>
<td>4. Procedures for handling cases in which OSGES is not satisfied with the quality of the translation, and the proposed follow-up service including an indication of time frames for revised translations;</td>
<td></td>
</tr>
<tr>
<td>5. The corrective measures that will be undertaken to ensure that the cases in which OSGES is not satisfied with the quality of the translation are not repeated for future translations.</td>
<td></td>
</tr>
<tr>
<td>› Criterion 2: Quality of organization:</td>
<td>5</td>
</tr>
<tr>
<td>Tenderers are required to describe their proposal on how they will:</td>
<td></td>
</tr>
<tr>
<td>1. Manage the deadlines requested, also under unexpected circumstances such as sickness of the translators or other absences;</td>
<td></td>
</tr>
<tr>
<td>2. Organise urgent translation in an EU language combination that has been requested at 16.00 p.m. and must be delivered for the following day at 09.00 a.m.</td>
<td></td>
</tr>
<tr>
<td>› Criterion 3: Usability of the IT solution:</td>
<td>10</td>
</tr>
<tr>
<td>Tenderers are required to describe and demonstrate their proposal on how the IT solution that will be put at the disposal of OSG during the execution of the contract will meet the criteria of user-friendly and easy-to-use regarding the accessibility, functionalities, functioning, compatibility, etc.</td>
<td></td>
</tr>
</tbody>
</table>
Examples: Limited number of clicks to obtain a quotation or to order a translation, clarity of the presentation, limited number of instructions per pages, easy-start requiring no specific training.

› **Criterion 4: Promptness:**

Tenderers are requested to indicate their proposal regarding the improvement of the deadlines for the translation (see also section 1.4.4 c) Minimum implementation deadlines) with no additional charge. The conditions set in the specifications and in the contractual documents shall also apply to the improved deadlines proposed by the tenderers.

› **Criterion 5: TRANSLATION TEST:**

Tenderers are required to transmit with their offer the translation of the 2 texts provided in Annex 7 – Translation test. The texts shall be translated from DE to EN; and from EN to DE.

The following will be taken into account for evaluation purposes:

1. The comprehensiveness and clarity of the explanations provided.
2. the feasibility of the solutions proposed to ensure continuity of services.
3. the appropriateness of any examples to the needs of the schools and of the OSGES, as described in the technical Specifications.

**Scoring method:**

a) Scoring method for Quality Criteria 1 to 3

<table>
<thead>
<tr>
<th>Verbal scale and scores</th>
<th>Assessments</th>
<th>Weighting of the score</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than satisfactory</td>
<td>Which matches in all respects and more than satisfactorily the aspects evaluated and exceeds, in the case of several elements, the desired characteristics.</td>
<td>80-100%</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Which matches in all respects the aspects evaluated and exceeds the desired characteristics.</td>
<td>50-79%</td>
</tr>
<tr>
<td>Acceptable</td>
<td>Which matches the aspects evaluated averagely and minimally exceeds the desired characteristics.</td>
<td>20-49%</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Which does not match, in the case of some elements, the aspects evaluated and does not attain, in the case of some elements, the desired characteristics.</td>
<td>0-19%</td>
</tr>
</tbody>
</table>
b) Scoring method for Criteria 4

For each of the deadlines proposed in section 1.4.4 c) Minimum implementation deadlines (10 in total), 1 point will be awarded to the tenderer offering the shortest improved deadline amongst the deadlines received; 0 point to the others.

An “improved” deadline is a deadline shorter than the deadline indicated in section 1.4.4 c) Minimum implementation deadlines and proposed with no additional charge.

c) Scoring method for Criteria 5

Criterion 5 will be quoted by OSG according to the quality indicators set above. The number of points will be reduced proportionally to match the weighting.

Offers scoring a total below 60% of the points awarded for the criteria 4 will be disregarded.

3.5. Award (ranking of tenders)

Tenders shall be ranked according to the following formula:

\[
\text{Overall score awarded to the tenderer} = \text{number of financial points scored by the tenderer} + \text{number of quality points scored by the tenderer}
\]

The highest overall score will determine the most economically advantageous tender. The contractors will be ranked according to their score, the contractor having the highest score being ranked first, etc.

A maximum of three (3) contracts shall be signed with each of the three (3) first ranked tenderers, which comply with the Tender Specifications and are submitted by tenderer(s) having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.
4. FORM AND CONTENT OF THE TENDER

4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted according to the instructions laid down in the Invitation to tender letter.

Make sure you prepare and submit your tender early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract notice. A tender received after this deadline will be rejected.

4.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender are listed in Annex 1.

The following requirements apply to the technical and financial offer:

- Technical offer.

The technical offer must provide all the information needed to assess the compliance with Section 1.4 of these specifications and with the award criteria.

Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

- Financial offer.

A complete financial offer.

In case of discrepancies between different documents, only the amount indicated in the financial offer will be taken into account.

Should there be an error in the calculation of the total, the unit price will prevail.

The financial offer shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT but it must be shown separately.

The European schools are exempt from such charges. Exemption is granted to the European Schools by the governments of the Member States. In Belgium, European schools are exempted through exemption No 450, Article 42, §3 paragraph 1°, 4° of the VAT code.

4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in Regulation
All documents requested must be signed by the tenderer’s legal representative, i.e. a person duly authorised to represent the tenderer for this call for tenders and the signing of the contract.

If requested so by the contracting authority, the delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the Contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the Contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the Contracting authority or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.

- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The Contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets.

- The Contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure, the Contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

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5 For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

The Contracting authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The Contracting authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.
5. **PROCESSING OF PERSONAL DATA**

Any personal data included in or relating to the TENDER, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Such data shall be processed solely for the purposes of the monitoring of the tender by the data controller.

Tenderers or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should tenderers or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller: the Secretary general of the European Schools.

They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data can be requested to the data controller.
ANNEXES

Annex 1. Checklist – Documentation to provide
Annex 2 Declaration on Honour on exclusion and selection criteria
Annex 3 Quality of the offer
Annex 4. Financial offer
Annex 4.bis Financial offer - tables
Annex 5. List of the Presidencies
Annex 7. Translation TEST
Annex 1. Checklist – Documentation to provide

OPEN TENDER n° BSGEE-2021-001-TRANSLATION

Translation services
for the Office of the Secretary general of the European Schools

ANNEX 1: CHECKLIST – DOCUMENTATION TO BE PROVIDED

The documents and information listed in the tables below MUST be submitted.

In each checklist, every box in the column entitled ‘Reference to the documents attached’ must be completed using the number of the relevant document and of the page of the tender on which the required document is to be found, unless otherwise specified.

I. IDENTIFICATION OF THE TENDERER, JOINT TENDERS AND SUBCONTRACTING

<table>
<thead>
<tr>
<th></th>
<th>‘Legal identity’ identification form (where applicable, for all the members of the grouping)</th>
<th>Reference to the documents attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annex 1.1 to this document to fill in and sign</td>
<td>See document No ... on page...</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of the tender submitted</td>
</tr>
<tr>
<td>2.</td>
<td>Where applicable: Questionnaire concerning joint tenders (accompanied by Agreement/Power of Attorney)</td>
<td>See document No ... on page...</td>
</tr>
<tr>
<td></td>
<td>Annex 1.2 to this document to fill in and sign</td>
<td>of the tender submitted</td>
</tr>
</tbody>
</table>
3. **Where applicable: Questionnaire concerning subcontracting**
   (where applicable, for each of the subcontractors, accompanied by declaration of intent or an existing agreement)
   
   Annex 1.3 to this document to fill in and sign

   In the case of subcontracting, the tenderer must indicate the name, the contact details, the legal form and the legal status of the subcontracting company/companies. Those parts of the contract that are subcontracted will remain under the contractor’s responsibility.

4. **Where applicable: Questionnaire for tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity**

   Annex 1.4 to this document to fill in and sign

   See document No ...
   on page...
   of the tender submitted

## II. EXCLUSION CRITERIA

<table>
<thead>
<tr>
<th></th>
<th>Reference to the documents attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td><strong>Declaration on honour on exclusion criteria and on selection criteria</strong>, duly completed and signed (where applicable, for all the members of the grouping)</td>
</tr>
</tbody>
</table>

   Annex 2 Declaration on honour on exclusion and selection criteria to the specifications to fill in and sign

   See document No ...
   on page...
   of the tender submitted

| 6. | **A recent extract from the judicial record** is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied. |

   See document No ...
   on page...
   of the tender submitted

| 7. | **Recent certificates issued** by the competent authorities of the State concerned are required. Failing that: Documents providing evidence of the payment of all taxes, charges and social security contributions for which the person is liable, including VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. |

   See document No ...
   on page...
   of the tender submitted

## III. SELECTION CRITERIA
### 8. Declaration on honour on exclusion criteria and on selection criteria

- **Declaration on honour on exclusion criteria and on selection criteria**, duly completed and signed (where applicable, for all the members of the grouping)
- Annex 2 Declaration on honour on exclusion and selection criteria to the specifications to fill in and sign

<table>
<thead>
<tr>
<th>Reference to the documents attached</th>
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</thead>
<tbody>
<tr>
<td>See document No ... on page... of the tender submitted</td>
</tr>
</tbody>
</table>

### a) Legal and regulatory capacity

<table>
<thead>
<tr>
<th>Reference to the documents attached</th>
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</thead>
<tbody>
<tr>
<td>See document No ... on page... of the tender submitted</td>
</tr>
</tbody>
</table>

### 9. Copy of registration

- Copy of registration in a professional register or a trade register or any other official document mentioning a registration number.

### 10. Copy of legal status

- Copy of legal status or, failing that, an equivalent document recently issued by a competent judicial or administrative authority.

### 11. For legal persons, a legible copy of the instrument of appointment

- For legal persons, a legible copy of the instrument of appointment of the persons authorised to represent the tenderer in relations with third parties and in legal action, or a copy of the publication of that instrument of appointment if the legislation applicable to the legal entity concerned requires such a publication; any delegation of this authorisation to another representative not mentioned in the official instrument of appointment must be certified.

### b) Economic and financial capacity
12. **Copy of the financial statements for each of the last three financial years** (individual documents for each member of the grouping if it is the case) for each of the last three financial years ended, showing a positive average pre-tax profit. If, for a justified reason, the tenderer is unable to provide them, it will need to attach a declaration on the annual pre-tax results for the last three years. Where the profit and loss accounts show a negative average result over the last three years, the tenderer is required to provide any other document proving its economic and financial capacity, such as adequate collateral from a third party (for example, the parent company or a bank), declarations by the auditor or equivalent.

<table>
<thead>
<tr>
<th>Reference to the documents attached</th>
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</thead>
<tbody>
<tr>
<td>See document No ...</td>
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<tr>
<td>on page...</td>
</tr>
<tr>
<td>of the tender submitted</td>
</tr>
</tbody>
</table>

**c) Technical and professional capacity**

13. **A list of contracts** meeting the minimum capacity level, including the identity of three clients and their contact details. The OSGES reserves the right to contact previous clients in order to be able best to evaluate the tenderer’s capacity to provide services similar to the ones delivered for those clients.

<table>
<thead>
<tr>
<th>Reference to the documents attached</th>
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<tbody>
<tr>
<td>See document No ...</td>
</tr>
<tr>
<td>on page...</td>
</tr>
<tr>
<td>of the tender submitted</td>
</tr>
</tbody>
</table>

14. **The CVs** of the members of the team of people who will be made available to the OSGES to perform successfully the tasks described in the technical specifications, presenting the profiles requested: 1 coordinator CV and at least 5 translators’ CVs.

For each profile, the tenderer must provide a CV in **Europass format**. The details of the CVs will need to meet the minimum capacity level demanded in the specifications.

<table>
<thead>
<tr>
<th>Reference to the documents attached</th>
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<tbody>
<tr>
<td>See document No ...</td>
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<tr>
<td>of the tender submitted</td>
</tr>
</tbody>
</table>

**IV. THE TENDER’S CONFORMITY WITH THE MINIMUM TECHNICAL SPECIFICATIONS**
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Reference to the documents attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td>Conformity of the offer:</td>
<td>See document No ... on page... of the tender submitted</td>
</tr>
<tr>
<td></td>
<td>Annex 3 Quality of the offer of the specifications to fill in and sign</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Financial form:</td>
<td>See document No ... on page... of the tender submitted</td>
</tr>
<tr>
<td></td>
<td>Annex 4 and annex 4.bis Financial offer of the specifications to fill in and sign</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Quality of the tender</td>
<td>See document No ... on page... of the tender submitted</td>
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<tr>
<td></td>
<td>Annex 3 Quality of the offer of the specifications to fill in and sign</td>
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</tr>
<tr>
<td>18.</td>
<td>Quality of the tender</td>
<td>See document No ... on page... of the tender submitted</td>
</tr>
<tr>
<td></td>
<td>Annex 3 Quality of the offer of the specifications to fill in and sign</td>
<td></td>
</tr>
<tr>
<td></td>
<td>See also Annex 7 Translation TEST of the specifications</td>
<td></td>
</tr>
</tbody>
</table>

**V. AWARD CRITERIA**

**a) Price of the tender**

**b) Quality of the tender**

**SIGNATURE AND DATE**

I/We hereby certify that the information provided in the tender is accurate and complete on the date indicated below.
I/We understand that providing false information might lead to the tenderer’s exclusion.

I/We hereby undertake to inform the Contracting Authority without delay of any point that would change or complete any information contained in the tender submitted in response to this contract notice.

| Signature:          | ______________________________ |
| Name:               | ______________________________ |
| Date:               | ______________________________ |
TENDERER’S IDENTIFICATION FORM 
(Annex 1.1)

This duly completed form should be submitted by the tenderer and, where applicable, by all the members of a group of tenderers. In the case of grouping, information about the person authorised to sign the contract and the contact person need only be given for the group leader.

Identification of the tenderer, acting as:

- Single tenderer
- Member of the group: please state whether agent (leader) or principal:

<table>
<thead>
<tr>
<th>Identity</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer’s full official designation:</td>
<td></td>
</tr>
<tr>
<td>Official legal form:</td>
<td></td>
</tr>
<tr>
<td>Country of registration:</td>
<td></td>
</tr>
<tr>
<td>Address of tenderer’s registered office:</td>
<td></td>
</tr>
<tr>
<td>Legal registration number:</td>
<td></td>
</tr>
<tr>
<td>VAT registration number:</td>
<td></td>
</tr>
<tr>
<td>Person(s) authorised to sign the contract (surname, first name and function):</td>
<td></td>
</tr>
<tr>
<td>Please state whether this person or these persons are authorised to sign alone or together.</td>
<td></td>
</tr>
<tr>
<td>Designated contact person(s) for this call for tenders (surname, first name and function, telephone number, fax number, address and email address).</td>
<td></td>
</tr>
<tr>
<td>(In the case of grouping, to be given for the leader only).</td>
<td></td>
</tr>
</tbody>
</table>
QUESTIONNAIRE CONCERNING JOINT TENDERS (Annex 1.2)

To be completed in the case of a joint tender submitted by a group of tenderers.

1. Please give the name of the lead company of the group of tenderers (leader):

2. Please give the names of the principals (the other companies) that are participating in the tender jointly and severally:

NB: These companies must provide the identification form (see above), the declaration on honour on the exclusion criteria and, where applicable, the documents required for evaluation of economic and financial capacity and/or technical capacity.

3. If a group or a similar entity has already been formed, please give its name and legal status and provide any other information and any other document that is relevant in this context:

4. Please provide an Agreement/Power of attorney, drawn up in accordance with the power of attorney template appearing below, signed by the legal representatives of all the partners in the tender submitted jointly and severally, which in particular:
   - recognises the joint and several liability of all the partners in the joint tender for the performance of the contract;
   - gives power of attorney to one of the partners in the joint tender (leader) to represent the other parties for the purposes of the signature and administration of the contract.
(DESIGNATING ONE OF THE COMPANIES AS LEADER AND APPOINTING IT AGENT/AUTHORISED REPRESENTATIVE)

The undersigned,

- Signatory 1 (name, function, company, registered office, VAT number)
- Signatory 2 (name, function, company, registered office, VAT number)
- ....
- Signatory No (name, function, company, registered office, VAT number)

Each having the legal capacity required to act on behalf of his/her company,

HAVE AGREED AS FOLLOWS:

1) As co-signatories to the Contract, all the members of the group:
   - will be jointly and severally liable to the European Schools and the OSGES for performance of the contract;
   - will abide by the terms and conditions of the Contract and will ensure that the supplies and/or services are properly provided on their respective parts.

3) For this purpose, the member of the group hereby designates the company X as leader.
   [NB: The leader must be one of the members of the group].

4) The payments made by the European Schools and the OSGES for the services performed will be transferred into the leader's bank account.
   [Please give the name and address of the bank, the account number, etc.]

5) The members of the group hereby grant to the leader all necessary powers to act on their behalf with regard to the services in question. This mandate includes in particular the following tasks:
   - The leader will sign all contractual documents – including the framework contract, the specific contracts and any amendments thereto – and will issue all invoices on behalf of the members of the group.
   - The leader will be the single point of contact of the European Schools and of the OSGES with respect to the associated services to be delivered under the Contract. It will coordinate performance of the services provided by the members of the group for the European Schools and the OSGES and will ensure proper performance of the Contract.

Any amendment of this agreement/power of attorney will be subject to the express agreement of the European Schools and of the OSGES.

This agreement/power of attorney will expire when all the contractual obligations of the members of the group to the European Schools and the OSGES related to the services to be delivered under the
Contract have ceased to exist. Its termination before that date will be possible only with the agreement of the European Schools and of the OSGES.

Signed at ........................................ on .......... ...........

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
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<tbody>
<tr>
<td>Function</td>
<td>Function</td>
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<tr>
<td>Company</td>
<td>Company</td>
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<tbody>
<tr>
<td>Function</td>
<td>Function</td>
</tr>
<tr>
<td>Company</td>
<td>Company</td>
</tr>
</tbody>
</table>
QUESTIONNAIRE CONCERNING SUBCONTRACTING (Annex 1.3)

1. Does your tender provide for the use of subcontractors?  Yes ☐  No ☐

If so, please complete the following points:

2. The share of the contract that you intend to subcontract:

3. List of subcontractors:

4. Justification for subcontracting and role, activities and responsibilities of subcontractors:

Please complete the following form for each of the subcontractors, including with it a declaration of intent from the subcontractor or an existing agreement (see Article II.5 of the specifications)

| Justification for subcontracting and role, activities and responsibilities of subcontractors |
| Subcontractor’s name: |
| Official legal form: |
| Country of registration: |
| Legal registration number: |
| Full official address: |
Contact person:

Telephone number:

Justification for subcontracting:

Subcontractor’s role, activities and responsibilities:

Volume or proportion of subcontracting:

NB: The subcontracted part of the contract remains under the tenderer’s responsibility.

The European Schools and the OSGES reserve the right to check the legal situation, the economic and financial capacity and the technical capacity of any subcontractors, either before the contract is signed if the subcontractors are indicated in the tender, or following an application for permission to use the services of subcontractors during the contract period. In the event of failure to submit such documents, use of the services of subcontractors will not be permitted.

Date, stamp and signature of the tenderer:
Commitment letter by an entity on whose capacities is being relied (Annex 1.4)

[Letterhead, if any]

EUROPEAN SCHOOL OF [insert name]

Call for tenders Ref. [reference number]

Attn:

[Insert date]

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company [insert name of the entity] hereby confirm that our company authorises the [insert name of the tenderer] to rely on its financial and economic capacity in order to meet the minimum levels required for the Call for Tenders [insert reference number] – [insert title of procedure] Lot [insert lot number].

In the event that the tender of the aforementioned tenderer is successful, [insert name of the entity] commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the general conditions attached to the Tender Specifications for the above call for tender, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:
Annex 2. Declaration on Honour on exclusion and selection criteria

Declaration on honour on exclusion criteria and selection criteria

The undersigned [insert name of the signatory of this form], representing:

(only for natural persons) himself or herself

<table>
<thead>
<tr>
<th>ID or passport number:</th>
<th>Full official name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(‘the person’)</td>
<td>Official legal form:</td>
</tr>
<tr>
<td></td>
<td>Statutory registration number:</td>
</tr>
<tr>
<td></td>
<td>Full official address:</td>
</tr>
<tr>
<td></td>
<td>VAT registration number:</td>
</tr>
<tr>
<td></td>
<td>(‘the person’)</td>
</tr>
</tbody>
</table>

(only for legal persons) the following legal person:

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year. In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

<table>
<thead>
<tr>
<th>Date of the declaration</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
</table>

I – Situation of exclusion concerning the person

(1) declares that the above-mentioned person is in one of the following situations:

(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7 The same school.
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person 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 eligibility or selection criteria or in the performance of a contract or an agreement;
- (ii) entering into agreement with other persons with the aim of distorting competition;
- (iii) violating intellectual property rights;
- (iv) attempting to influence the decision-making process of the contracting authority during the award procedure;
- (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;

(d) it has been established by a final judgement that the person is guilty of any of the following:

- (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
- (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of 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, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws;
- (iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
- (iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
- (v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, 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 offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;

(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union’s budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks,
audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;

(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;

(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.

(h) (only for legal persons) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).

(i) for the situations referred to in points (c) to (h) above the person is subject to:
   i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
   ii. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
   iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;
   iv. information transmitted by Member States implementing Union funds;
   v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or
   vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:

<table>
<thead>
<tr>
<th>Situation</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c) above (grave professional misconduct)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) above (fraud, corruption or other criminal offence)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Situation (e) above (significant deficiencies in performance of a contract) | ☐ ☐ ☐
Situation (f) above (irregularity) | ☐ ☐ ☐
Situation (g) above (creation of an entity with the intent to circumvent legal obligations) | ☐ ☐ ☐
Situation (h) above (person created with the intent to circumvent legal obligations) | ☐ ☐ ☐
Situation (i) above | ☐ ☐ ☐

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
</table>
Situation (a) above (bankruptcy) | ☐ ☐ ☐
Situation (b) above (breach in payment of taxes or social security contributions) | ☐ ☐ ☐

IV – Grounds for rejection from this procedure

(4) declares that the above-mentioned person:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. | ☐ ☐ |

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:
For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<table>
<thead>
<tr>
<th>Document</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert as many lines as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

VII – Selection criteria

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3.2 of the tender specifications;

(b) It fulfills the applicable economic and financial criteria indicated in section 3.2 of the tender specifications;

(c) It fulfills the applicable technical and professional criteria indicated in section 3.2 of the tender specifications.

(2) if the above-mentioned person is the sole tenderer or the leader in case of joint tender, declares that:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
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</table>

(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the

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8 The same school.
selection criteria for which a consolidated assessment will be made as provided in the tender specifications.

VIII – Evidence for selection

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<table>
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<tr>
<th>Document</th>
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<tbody>
<tr>
<td>Insert as many lines as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name  Date  Signature

---

9 The same school.
Annex 3. Quality of the offer

OPEN TENDER n° BSGEE-2021-001-TRANSLATION

Translation services

for the Office of the Secretary general of the European Schools

ANNEX 3: QUALITY OF THE OFFER

(1) Please fill in the table(s) below by indicating your proposal for each criterion directly in the document. If you want to annexes additional documents or references, please indicate the references in the table and provided them with the offer.

(2) The quality of the offer is evaluated solely on the basis of the information provided with the offer.

Contact of the tenderer:

[Company name]

[Name of the Authorized representative]

[Country of registration]

[Official address]
Minimum technical specifications

Presentation of the tenderer:

- Organigramme:
  [Please provide the information related to that criterion here or in an annexed document]

- Description of the areas of intervention: The tenderer must describe the type of service provision offered, its working methods, the fields (or subject area) in which the services are usually delivered, in relation with the tender.
  [Please provide the information related to that criterion here or in an annexed document]

- Description of the working methods
  [Please provide the information related to that criterion here or in an annexed document]

Functional requirements of the IT solution proposed:

Please indicate here the active link to the IT solution proposed:
The name and email that can be used to create the active link or access are:
Name: OSG-procurement
Functional Mail Box: OSG-CALL-FOR-TENDERS-TRANSLATION-2021@eursc.eu

Please indicate if the following functional requirements are present in the IT solution proposed:

<table>
<thead>
<tr>
<th>Availability of the solution: Business days</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Parameters related to the translation requested:

- Source language
- Destination or target language(s)
- Type of document(s): Examples: legal, pedagogy
- Type of translation requested (translation, revision, automatic-translation, PDF or editable document, …)
- Length of document(s) (number of words or characters)
- Deadline for completion of the service (standard or urgent)
- And, if necessary, one or more additional requirements:
  - Specific requirements related to the selection of the translator(s)
  - Any other remarks

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Possibility to request translation for several documents/language combinations at the same time</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Memory translation available: possibility to import glossaries and translations of recurrent and/or already translated documents or part of documents</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Taken into account of the segment of words already translated into the target language(s) for the quotation and invoicing</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Support for formats of the document to be translated available: word/excel/powerpoint</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Support for formats of the document to be translated available: possibly PDF or images (jpg, gif)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Support for secure sending and reception of the translations</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Possibility to set a maximum budget for ordering that shall not be exceeded and warning when the limit is closed to be reached</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Request and reception of the quotation</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Approval of the quotations to order</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Follow-up of the ordering and invoices in progress/finalized/paid, overview of the budget spent</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Statistics regarding the actual orders</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Possibility to refuse the translation, i.e. in case of problem of non-respect of quality or deadline (see below)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Number of users within the OSG: Up to 80 persons</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Possibility to have a “super” user with a view on every transaction</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
### Award criteria

<table>
<thead>
<tr>
<th><strong>Criterion 1 – Quality assurance measures.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe the measures and procedures applied to ensure the quality of translation products and services:</td>
</tr>
<tr>
<td>……………………………………………… [Please provide the information related to that criterion]</td>
</tr>
<tr>
<td>Describe the pre-release verification and incorporating OSGES feedback:</td>
</tr>
<tr>
<td>……………………………………………… [Please provide the information related to that criterion]</td>
</tr>
<tr>
<td>Describe the procedures for handling cases in which OSGES is not satisfied with the quality of the translation, and the proposed follow-up service including an indication of time frames for revised translations:</td>
</tr>
<tr>
<td>……………………………………………… [Please provide the information related to that criterion]</td>
</tr>
<tr>
<td>Describe the corrective measures that will be undertaken to ensure that the cases in which OSGES is not satisfied with the quality of the translation are not repeated for future translations:</td>
</tr>
<tr>
<td>……………………………………………… [Please provide the information related to that criterion]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Criterion 2 – Quality of organization:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe your proposal on how you will manage the deadlines requested, also under unexpected circumstances such as sickness of the translators or other absences:</td>
</tr>
<tr>
<td>……………………………………………… [Please provide the information related to that criterion]</td>
</tr>
<tr>
<td>Describe your proposal on how you will organise urgent translation in an EU language combination that has been requested at 16.00 p.m. and must be delivered for the following day at 09.00 a.m:</td>
</tr>
<tr>
<td>……………………………………………… [Please provide the information related to that criterion]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Criterion 3 – Usability of the IT solution</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe and demonstrate how the IT solution that will be put at the disposal of OSG during the execution of the contract will met the criteria of user-friendly and easy-to-use regarding the accessibility, functionalities, functioning, compatibility, etc.</td>
</tr>
<tr>
<td>……………………………………………… [Please provide the information related to that criterion]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Criterion 4 – Promptness</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Please fill in the table with your proposal of improved deadlines IN HOURS:</td>
</tr>
</tbody>
</table>
### Number of words vs. Priority vs. Completed within

<table>
<thead>
<tr>
<th>Number of words</th>
<th>Priority</th>
<th>Completed within</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 750 words</td>
<td>Urgent</td>
<td>... hours</td>
</tr>
<tr>
<td></td>
<td>Standard</td>
<td>... hours</td>
</tr>
<tr>
<td>Up to 3 500 words</td>
<td>Urgent</td>
<td>... hours</td>
</tr>
<tr>
<td></td>
<td>Standard</td>
<td>... hours</td>
</tr>
<tr>
<td>Up to 20 000 words</td>
<td>Urgent</td>
<td>... hours</td>
</tr>
<tr>
<td></td>
<td>Standard</td>
<td>... hours</td>
</tr>
<tr>
<td>Up to 40 000 words</td>
<td>Urgent</td>
<td>... hours</td>
</tr>
<tr>
<td></td>
<td>Standard</td>
<td>... hours</td>
</tr>
<tr>
<td>More than 40 000 words</td>
<td>Urgent</td>
<td>... hours</td>
</tr>
<tr>
<td></td>
<td>Standard</td>
<td>... hours</td>
</tr>
</tbody>
</table>

*Please provide the information related to that criterion.*

#### Criterion 5 – TRANSLATION TEST:

Please provide the translation of the texts in Annex 7 *in an annexed document.*

**Date:**

**Name and signature of the duly authorized representative of the Company:**

**Annex(es):**

- ...
Annex 4. Financial offer

OPEN TENDER n°BSGEE-2021-001-TRANSLATION

Translation services

for the Office of the Secretary general of the European Schools

ANNEX 4: FINANCIAL OFFER

Please fill in, date and sign by a duly authorized representative of the tenderer and attached the excel sheets of Annex 4.bis – Financial offer.

Please send a PDF version plus an excel version (.xl) of Annex 4.bis