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Electronic Communications Policy
Procedures related to National Regulatory Measures

TENDER SPECIFICATIONS

**Framework contract for translation of notifications and Commission decisions
under Article 7 of the Framework Directive 2002/21/EC (as amended by
Directive 2009/140/EC)**

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1. TECHNICAL DESCRIPTION

1.1. Context

The EU Regulatory Framework for e-communications networks and services (hereinafter referred to as “RF”)¹ aims at encouraging competition, improving the functioning of the Internal Market and guaranteeing the users’ interest through *ex-ante* regulation. The RF consists of the Framework Directive², the Authorisation Directive³, the Access Directive⁴, the Universal Service Directive⁵, the Guidelines on Significant Market Power⁶, and the Recommendation on Relevant Markets⁷. The RF provides the European National Regulatory Authorities (hereinafter referred to as “NRAs”) with competition-law based tools, necessary to address market failure, i.e. absence of effective competition, in the sector.

Article 7 of the Framework Directive provides the European Commission (the Commission) with a regulatory oversight role and establishes a notification mechanism through which the NRAs are to notify, to the Commission, the draft measures which are to address the identified market failure.

In order to ensure a consistent regulatory practice and avoid an adverse effect on the single market, Article 7 of the Framework Directive establishes a notification mechanism through which the NRAs submit to both the Commission and other NRAs, in one of the official EU languages,

- all draft measures defining relevant markets depending on national circumstances,
- those draft measures designating or not undertakings providing e-communications services and networks as having significant market power (hereinafter referred to as “SMP”) and imposing appropriate remedies,

provided these draft measures affect trade between Member States.

¹ For the complete RF see: (i) [Regulatory framework for electronic communications in the European Union](#), textbook ed. by the European Commission, Publications Office of the European Union, Luxembourg, 2010; (ii) http://ec.europa.eu/information_society/policy/ecomm/index_en.htm.

The RF has been revised, see following footnotes. The revised package entered into force on 19 December 2009. Member States shall transpose the revision of the Framework Directive by the Better Regulation Directive 2009/140 EC (see footnote 2) by 25 May 2011 at the latest.

² [Directive 2002/21/EC, OJ L 108, 24.4.2002, p. 33](#), as amended by [Directive 2009/140/EC \(Better Regulation Directive\), OJ L 337, 18.12.2009, p. 37](#), and [Regulation 544/2009/EC, OJ L 167, 18.6.2009, p. 12](#).

³ [Directive 2002/20/EC, OJ L 108, 24.04.2002, p. 21](#), as amended by [Directive 2009/140/EC, OJ L 337, 18.12.2009, p. 37](#).

⁴ [Directive 2002/19/EC, OJ L 108, 24.04.2002, p. 7](#), as amended by [Directive 2009/140/EC, OJ L 337, 18.12.2009, p. 37](#).

⁵ [Directive 2002/22/EC, OJ L 108, 24.04.2002, p. 51](#), as amended by [Directive 2009/136/EC, OJ L 337, 18.12.2009, p.11](#).

⁶ [OJ C 165/3, 2002](#).

⁷ Commission Recommendation 2007/879/EC of 17 December 2007 on relevant product and service markets within the electronic communications sector susceptible to *ex ante* regulation in accordance with Directive 2002/21/EC of the European Parliament and of the Council on a common regulatory framework for electronic communications networks and services, OJ L 344, 28.12.2007, p. 65-69.

The notification by NRAs of draft measures takes place via CIRCA, an electronic information resource tool administered by the Commission, and provides the Commission and other NRAs with a one-month period to comment on the draft measures.

Following analysis, the Commission may:

- according to Article 7(3) of the Framework Directive, transmit to the NRA any comments it may have on the draft measure or its underlying reasoning, within maximum 1 month following notification, or within the duration of the national consultation if that period is longer;
- according to Article 7(4) of the Framework Directive, require the NRA concerned to withdraw the measure, i.e. issue a veto decision, concerning market definition and SMP-analysis, if after a further two-month analysis period the Commission considers the draft measure to create a barrier to the single market or to contravene EU law;
- according Article 7a (5) of the Framework Directive, within the month following the 3 months analysis period under Article 7a(1) of the Framework Directive and with regard to remedies:
 - (i) issue a recommendation requiring the NRA concerned to amend or withdraw the measure if the Commission considers that it would create a barrier to the single market or to contravene EU law;
 - (ii) transmit to the NRA a decision to lift its reservations if it finds that its concerns were not grounded.

An overview of the Commission's work pursuant to the Article 7 procedure and of the major trends and issues encountered up to the end of 2007 is provided in two Commission Communications on Market Reviews under the EU Regulatory Framework⁸.

The services to be provided are associated with the application of the procedure for notifications as laid down in Article 7 and 7a of the Framework Directive and the Commission Recommendation on notifications, time limits and consultations⁹.

The Commission intends to award a framework service contract for translating:

- (1) at least partly, the following documents from the official EU languages¹⁰: Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, Gaelic, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, and Swedish into UK English:
 - notifications of draft regulatory measures submitted to the Commission by NRAs, drafted in their respective official language;
 - technical annexes to these notifications;

⁸ [COM/2006/28/Final](#) and [COM/2007/401/Final](#).

⁹ [Commission Recommendation 2008/850/EC \(Rules of procedure in Article 7 of the Framework Directive\), OJ L 301, 12.11.2008, p. 23](#). Adaptations of the Rules of procedure coming into force under Article 7 b of the Framework Directive will have to be taken into account.

¹⁰ This list of official EU languages, both in the tenders' specifications and the contract, reflects the status quo but is not exhaustive for this framework service contract. The framework service contract shall cover any language gaining the status of an official EU language during the entire period of validity of the contract. This is due to the fact that any country joining the EU will be submitted to the procedures for Article 7 and 7a as laid down in the Framework Directive.

- responses by NRAs to requests for further information by the Commission;
 - other documents related to the notification;
- (2) occasionally, in full, the following documents from English to one of the following official EU languages: Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, Gaelic, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, and Swedish:
- Commission decisions with regard to incompleteness, launch of phase II investigations and lifting of Commission reservations as well as no comments letters and comments letters with regard to the notifications of draft regulatory measures submitted by the NRAs.
- (3) occasionally, in full, the following documents from English to French, German, and one of the following official EU languages: Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, Gaelic, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, and Swedish :
- Commission veto decisions as well as recommendations to amend or to withdraw the draft measure that was notified by the NRA.

1.2. Description of work

Texts for translation **into** UK English may be in any of the following official EU languages: Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, Gaelic, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovakian, Slovenian, Spanish, and Swedish.

Texts for translation **from** UK English will be requested to be translated in at least one of the following official EU languages: Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, Gaelic, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovakian, Slovenian, Spanish, and Swedish.

The quality of the translations into UK English should be outstanding so as to allow for a detailed understanding and assessment of the source documents. The approximate breakdown of texts and the deadlines to be respected for providing the translations are stipulated below.

Tenderers are informed that the data below are provided on a purely indicative basis; this data depends on the Member States' regulatory progress in their market reviews, the timing of which is unpredictable.

(1) Notifications and technical annexes

These texts are, by definition, legislative and regulatory texts of a technical nature. They describe and justify (based on market definition, market analysis and SMP assessment), within the structure of the transposed RF into national law, the draft measures to be imposed on electronic communications operators having significant market power. These measures may relate to (conditional) access and interconnection obligations, accounting separation and financial reports, non-discrimination and transparency, price control and accounting obligations. The proposed measures must be justified in relation to promoting competition, consolidating the internal market and ensuring the interests of the citizen.

These legal texts raise EU Information Society, Competition and Internal Market policy principles, and cover subjects such as transmission systems and routing equipment (e.g. cable, optic fibre, satellite, fixed terrestrial networks such as Internet, mobile terrestrial networks, electric networks, TV & radio-broadcasting). Examples of these texts are available on the Internet site: <http://circa.europa.eu/Public/irc/infso/ecctf/library> .

The number of texts for translation into English varies considerably as is illustrated by the figures taken from data over the period from 01/01/2009 to 31/12/2009 below:

– Number of pages translated	14935
– Average per month	1245
– Maximum requested during one month	4014
– Minimum requested during one month	320
– Average range of pages per text to be translated	50 (estimate)

Translation into UK English of these notifications and technical annexes must not fail to reach the Commission within the deadline provided by the Commission services at the time of the request which will range from **3 to 5 calendar days**.

(2) Responses by NRAs to requests for further information from the Commission

Following the above-mentioned notification and in order to further examine and verify the justification of the regulatory measures proposed by the NRA's, the Commission services may request further information from the NRA's. The latter may provide the information in its national language and will equally need to be translated into English.

On the basis of the figures taken from data over the period from 01/01/2009 to 31/12/2009, see below an overview of received documents during that period:

– Minimum amount of pages received per response	2,5
– Maximum amount of pages received per response	15
– Average number of pages received per response	9,5

Translation into English of these responses must not fail to reach the Commission within the deadline provided by the Commission services at the time of the request which will range from **2 to 3 calendar days**.

(3) English draft decisions from the Commission to be translated back into source language and into German and French.

After analysis of the notifications received, the Commission must issue its decision in the language of the notifying Member State. As the draft decision is always prepared in English, a translation back into the source language of the notification is occasionally¹¹ required, i.e. Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, Gaelic, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, and Swedish.

¹¹ Translation into a source language will only be asked for in exceptional circumstances; in most cases, the Commission will translate those documents internally.

On the basis of the figures taken from data over the period from 01/01/2009 to 31/12/2009, see below an overview of decisions issued by the Commission:

- Number of decisions issued: 134
- Maximum number of pages per decision: 13
- Minimum number of pages per decision: 3
- Average number of pages per decision: 4,5 (estimate)

Translation from English back into the source language (i.e. with regard to incompleteness, launch of phase II investigations and lifting of Commission reservations as well as no comments letters and comments letters) and into French and German (i.e. of veto decisions and recommendations to amend or to withdraw the notified measure) of these decisions must not fail to reach the Commission within the deadline provided by the Commission services at the time of the request which will range from **1 to 2 calendar days**.

(4) Other documents related to the notification (e.g. comments from other NRAs, national consultation documents)

- Average number of pages 50 (estimate)

Translation into English of these documents must not fail to reach the Commission within the deadline provided by the Commission services at the time of the request which will range from **3 to 5 calendar days**.

All deadlines for delivery stipulated above are mandatory and rigid, and include the day of reception and submission by the contractor. The delivery must be made at the latest by 16.00 Brussels time on the date specified. They are imposed by Article 7 of the Framework Directive and the Commission Recommendation on notifications, time limits and consultations. The deadlines shall be stipulated in the order form issued for the assignment and therewith become legally binding.

The Commission will submit texts for translation to the contractor electronically. The Commission's electronic transmission acknowledgement will serve as proof thereof. The contractor will acknowledge receipt of the submission electronically and this receipt will serve as proof thereof. The period allowed for the execution of the tasks shall start to run upon the Commission's electronic transmission.

The contractor will submit the translations electronically.

In case of breakdown of the electronic transmission system, other means of communication shall be used to submit the requests for translation or the translations (i.e. fax). The same proof procedure as described in the above paragraph will apply, i.e. in case of fax transmission, the fax receipt will serve as proof thereof.

For all the above mentioned text types, a standard page contains 1 500 characters, not including spaces. Characters of texts for translation will be counted automatically by the Commission department responsible and converted into the number of pages, rounded to one decimal place.

The Commission uses Office 2003 (Word). This may of course change during the period of validity of the contract resulting from this invitation to tender and the contractor will be

expected to make every effort to act on any such developments within a reasonable period of time.

1.3. Nature of the contract

The framework service contract for the provision of translation services will be concluded with a single economic operator (or partnership of economic operators).

The Framework Contract will be concluded with one contractor setting out the general contractual terms (legal, financial, technical, administrative, etc) that apply during their period of validity and govern commercial relations between the Commission and the contractor.

The model Framework Service Contract applicable is annexed to the invitation to tender. Tenderers must declare their acceptance of it (including its annexes) and must take it into account in drawing up their tender.

Attention is drawn to the fact that the framework contract does not constitute placement of an order but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term. Orders can only be placed using the order form model annexed to the model framework contract.

Signature of the framework contract does not commit the Commission to placing orders and does not give the contractor any exclusive rights to the services covered by the framework contracts. In any case, the Commission reserves the right, at any time during the framework contract, to cease placing orders without the contractor thereby having the right to any compensation.

1.3.1. Administrative arrangements for the management of the contract at Commission level

DG Information Society and Media's unit responsible for – Electronic Communications Policy - Procedures Related to National Regulatory Measures (INFSO-B5) will be the overall manager of the framework contract. It will be in charge of providing assistance to individual INFSO services, will be the only contact point as regards the overall framework contract and will decide on the renewal of the contract. Moreover, in compliance with section 3.2.2. of these tender specifications and Article II.13 of the model framework service contract annexed to the invitation to tender, Unit INFSO-B5 will be the only contact point in INFSO and have the final decision as regards subcontracting of services related to the contract.

1.3.2. Procedure for order forms

For each document to be translated, the Commission shall transmit an order form to the contractor (either electronically, or by fax) as advanced copy. Within four hours of an order form being sent by the Commission, the Contractor shall return it electronically, duly signed and dated as advanced copy. The paper version of the signed order form will be sent by the Commission, signed by the contractor and returned to the Commission in due time.

The contractor will transfer the translations electronically to the functional email box designated by the manager of the framework contract as indicated in section 1.3.1 above.

1.3.3. Provisions concerning arrangements for payment and contract performance

At the end of each month following the date of the beginning of the execution of the tasks, the contractor shall invoice the Commission for the number of translated pages received by the Commission during that month. The invoice will be presented distinguishing between i) notifications, ii) responses to requests for information by NRAs, iii) draft decisions from the Commission, iv) other documents or messages in this context, and will contain a complete list of translations done with reference to the original text, the language from which it was translated, the number of pages, the unit price per page and the order form reference.

The manager of the framework contract as indicated under in section 1.3.1 above will set up a system of periodic verifications and quality controls of the translations in order to ensure that the contractor fulfils its performance obligations.

1.4. Duration

The contract will enter into force on the date on which it is signed by the last contracting party, expected at the latest on 30 January 2011. The initial duration of the contract will be 24 months, subject to the provisions of Article I.2 of the Framework service contract. The contract may be renewed once for another 24 months in accordance with article I.2.5 of the Framework service contract.

1.5. Place of performance

The place of performance of the work shall be the contractor's usual place of business or any other place indicated in the tender, with exception of the Commission's premises.

1.6. Tenderer requirements

To allow for evaluation of the translation capacity of tenderers, they should include in their offers as part of the technical section defined in section 5.2 a detailed description of the procedural and operational solutions with which they would meet the requirements of the scenario described below, in particular as to the delivery of the required level of quality of the translations within the deadlines set out in section 1.2 above. Additionally, tenderers should illustrate those solutions in a costing scenario as described in Annex 9.

2. ADMINISTRATIVE DETAILS

2.1. Eligibility requirements

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

Operators in third countries which have signed a bilateral or multilateral agreement with the Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in that agreement. The Commission will refuse tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

2.2. Admissibility of tenders

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender) including:

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

3. ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

3.1. Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.

Please make sure that all the documents and evidences required are submitted with your tender.

Option 1: Submission by **one tenderer: Private / Public entity / Individual.**

Option 2: Submission by **partners** as defined under section 3.2 below. One must be designated as **lead partner/contractor**.

Option 3: Submission by one tenderer **with subcontractors** as defined under section 3.2 below

Option 4: Submission by partners (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 3.2 below

3.2. Joint Tenders and Subcontracting

3.2.1. Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

a) a **new legal entity** which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

3.2.2. Subcontracting

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole**. The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model framework service contract annexed to the invitation.

3.3. Identification of the tenderer – List of Forms & Evidences Required

Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form¹² (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form¹³ (ORIGINAL filled in according to the instructions contained in this form)
If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))

¹² A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

¹³ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/ftiers_en.htm

- Annex 2: Legal Entities form¹⁴ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 3 and 4: Documents to be provided by each subcontractor

- Annex 1: Administrative identification form (filled in and signed by (an) authorised representative(s))
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by (an) authorised representative(s))
- Annex 6a: Letter of intent from each subcontractor (signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b.

4. SIGNATURE OF THE TENDER

The signature of the single tenderer's or lead partner's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

5. LAYOUT OF THE TENDER

Tenders must be clear, complete and concise, with continuous page numbering, assembled in a coherent fashion (e.g. bound or stapled, etc.) and consistent with all the requirements laid down in the tendering documents. Since tenderers will be judged on the content of their written bids, these must clearly state and demonstrate that the tenderer is able to meet the requirements of the specifications.

¹⁴ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

Tenders must be written in one of the official languages of the European Union.

All tenders must be presented in three sections as follows:

5.1. Administrative section

The documentary evidence required in accordance with section 3, section 4, section 6.1.3 and section 6.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected**. The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

5.2. Technical section

This section must address all the requirements laid down in section 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 6.3 below.

The Commission will reject tenders where no technical offers are proposed.

5.3. Financial section

5.3.1. Price Offers for the Framework Contract

The price quoted must fulfil the following requirements:

- A **total** fixed price (i.e. the average price per standard page as defined below in section 5.3) expressed **in Euro** must be included in the tender.
- The European Commission, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

Such charges may not therefore be included in the calculation of the price quoted.

VAT exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of reimbursement, **the amount of VAT is to be shown separately**. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Commission is exempt from VAT.

No supplement will be paid for urgent work.

The contract prices shall be firm and not subject to revision during the initial duration of the contract. Prices may subsequently be revised in accordance with Article I.3.3 of the model framework service contract.

For the purpose of awarding the framework contract, tenderers should quote the prices applicable for translation from each source language into English and the prices applicable for translation from English into source language using the respective grids below which must be completed in their entirety. For translations from/into languages gaining the status

of an official EU language during the period of validity of the contract, the average price (AVG) as calculated for each grid should apply.

The reference prices for the award of the contract shall be expressed **per standard page**, i.e. 1500 characters, not including spaces. Calculations of the document size always refer to the source language (original text);

Grid A

Price list in euro, unit price per page (of a standard 1500 characters excluding spaces), for translation from source language into (UK) English

	BG	CS	DA	DE	EL	EN	ES	ET	FI	FR	GA	HU	IT	LT	LV	MT	NL	PL	PT	RO	SK	SL	SV	AVG
EN	€	€	€	€	€		€	€	€	€	€	€	€	€	€	€	€	€	€	€	€	€	€	€

Grid B

Price list in euro, unit price per page (of a standard 1500 characters excluding spaces), for translation from (UK) English to one of the languages

	BG	CS	DA	DE	EL	EN	ES	ET	FI	FR	GA	HU	IT	LT	LV	MT	NL	PL	PT	RO	SK	SL	SV	AVG
EN	€	€	€	€	€		€	€	€	€	€	€	€	€	€	€	€	€	€	€	€	€	€	€

5.3.2. Price Offers for the Order Forms

The Price Lists (Grid A and B), to be filled in by the tenderers, will constitute the future contractual basis for the pricing for the order forms. In this regard, it will be an integral part of the Annex II (Contractor's Tender) to the Framework Contract. Accordingly, the financial section must be completely filled in. Any incomplete tender will be excluded from the evaluation procedure.

5.4. Maximum Value of the Framework contract

The maximum cumulative value of all the orders to be concluded during the total maximum duration of the framework contract (i.e. maximum four years) shall not exceed EUR 2 500 000 (two million and five hundred thousand Euros).

6. ASSESSMENT AND AWARD OF CONTRACT

The assessment will be based on each tenderer's bid. The Commission reserves the right to use any other information from public or specialist resources.

All the information will be assessed in the light of the criteria set out in these specifications. The award procedure shall concern only admissible tenders (see Section 2.2. of the present tender specifications) and will consist of three successive stages. Only the tenders that meet the requirements of one stage of the evaluation may pass on to the next.

The aim of the

- (1) first stage (exclusion criteria) is to check whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
- (2) second stage (selection criteria) is to check the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
- (3) third stage (award criteria) is to assess each bid that has passed the exclusion and the selection criteria.

6.1. Exclusion criteria

6.1.1. *Grounds for exclusion of Tenderers*

Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

- (a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

6.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

6.1.3. **Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4)**, duly signed and dated, stating that they are not in one of the

situations referred to in Article 93(1) or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

6.1.4. **In addition, for contracts of a value higher than EUR 125 000, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 6.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

6.1.5. *Administrative and financial penalties*

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 6.1.1 and 6.1.2 above. The sole purpose of this database is to ensure, in compliance with Union rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or
- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
 - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Union budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 6.1.1. above shall be the following:
 - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).
5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Union's financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:

(a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;

(b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.

8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a(1) of the Regulation laying down the rules for the implementation of the Financial Regulation.

6.2. Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 3.2.1 above)

- the selection criteria in respect of financial and economic capacity (see section 6.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of technical capacity (see 6.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors);
- If the tender includes subcontracting to freelance translators, the latter are not obliged to provide evidence of their economic and financial capacity.

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

6.2.1. Professional information

Criterion:	Enrolment in one of the professional or trade registers in the country of establishment.
Documentary evidence:	Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment

6.2.2. Financial and economic capacity

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract
Documentary evidence:	Photocopies of annual income statements and balance sheets or extracts there from signed by the authorised representative of the legal entity for the last 3 financial years, where applicable, as approved by the general assembly of the company, audited and/or published AND Statements of overall turnover and turnover from contracts in the field of translation services in the last three financial years.

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, **the Commission must at least be notified of the exceptional reason and its justification in the tender.** The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

The Commission shall have sole discretion to judge the adequacy of tenderers' financial standing and, where it considers this insufficient, the right to reject any offer.

6.2.3. Technical background

Criterion:	<p>Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of translation services</p> <p>AND</p> <p>Capacity to receive texts and deliver translations electronically and by other means of communications in case of electronic failure.</p>
Documentary evidence:	<p>List of contracts in the field of translation services performed in the past three years, or currently being performed, with their respective values.</p> <p>AND</p> <p>A description of the electronic equipment used (Annex 8).</p>

Criterion:	<p>Experience, technical knowledge and credibility of proposed team</p> <p>a) Ability to provide translations from all the requested languages and to all requested languages,</p> <p>b) Ability to translate in the areas concerned (electronic communications networks and services, information society services, competition law).</p>
Documentary evidence:	<p>– Annex 7 and curricula vitae specifying the details of</p> <p>(i) the academic and professional qualifications, including at least three years experience in the field of translation of the staff responsible for translating and for revising the translations (including free-lance translators) and</p> <p>(ii) the academic and professional qualifications of the enterprise's managerial staff,</p> <p>– The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp) shall be filled in by each person involved in the execution of the tasks foreseen in the tender.</p>

Criterion:	Management capability
Documentary evidence:	<p>– List of the principal translation services provided over the past three years performed by the tenderer(s) (including subcontractor(s), if any) in the last three years¹⁵ indicating the number of pages translated and the respective/average deadline(s) for translation</p> <p>– Description of the measures employed to ensure the quality of the</p>

¹⁵ If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.

	<p>services</p> <ul style="list-style-type: none">- A description of the administrative structure;- Statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years.
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6.3. Award criteria

6.3.1. Technical award criteria

The contract will be awarded to the tender offering the best value for money, which will be the one with the best price-quality ratio taking into account the awarding criteria listed below. The total price of the tender (i.e. the average price per page, see 6.3.2 below) will be divided by the qualitative score obtained. The selected tenders are assessed according to the qualitative award criteria below and the weighting applicable to each criterion.

The technical offer of the tenders will be qualitatively assessed on the basis of the technical award criteria 1-3 below and the respective scores listed below. The answer to the costed scenario described in Annex 9 will be assessed on the basis of the award criteria 4 below:

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
1. Understanding of the tasks required <ul style="list-style-type: none">• Understanding of the specific needs outlined in section 1 above	20	15
2. Technical quality <ul style="list-style-type: none">• Completeness and full coverage of the scope of the tasks• Quality of the methodological approach, including the procedure for assigning texts and how difficulties encountered in the text to be translated will be dealt with• Appropriateness and quality of control procedures for linguistic revision <i>(All the sub-criteria above are of equal relative importance)</i>	40	25
3. Management <ul style="list-style-type: none">• Feasibility to meet the objectives specified in the tender specifications• Quality of the control mechanism in place to ensure that deadlines are met <i>(All the sub-criteria above are of equal relative importance)</i>	20	10
4. Costed scenario <ul style="list-style-type: none">• Realistic planning of time scales and allocation of financial and human resources for the costed scenario, including the choice of subcontractors, if any	20	10
TOTAL	100	60

Minimum score per criterion (threshold):

Tenders scoring less than the threshold score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

Since assessment of the tenders will focus essentially on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. Merely repeating the requirements set out in the specifications, without going into detail or giving any added value, will merely result in a very low score.

Price

Price
Average price covering the price per page of the 22 language combinations from source language into UK English (Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, Gaelic, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, and Swedish)
and the price per page of the 22 language combinations from UK English to those languages (Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, Gaelic, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, and Swedish).

The average price will be calculated by adding up the prices for each of the 44 language combinations and dividing them by 44. For the calculation of the price/page see details above under section 5.3.1.

6.3.2. *Costed scenario*

Tenderers are required to prepare a costed scenario as per the instructions in section 1.6 above. The costed scenario should illustrate the tenderers understanding of the work required, illustrate how the work will be organised in practice and the way prices included in the price list (see section 5.3) will be applied for each assignment.

The price of the costed scenario will not be taken into account when calculating the price-quality ratio.

7. PAYMENT AND STANDARD CONTRACT

Payments under the contract shall be made in accordance with articles 1.3.3 of these tender specifications and I.5 and II.4 of the model framework service contract (annexed to the invitation to tender).

8. PERIOD OF VALIDITY OF THE TENDER

The tender is to remain valid for nine months from the closing date for submission of the tenders. Tenderers are required to abide by the conditions in their tenders during that time.

9. ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

10. LIQUIDATED DAMAGES: SEE ARTICLE I.11.2 AND II.16 OF THE MODEL FRAMEWORK SERVICE CONTRACT (ANNEXED TO THE INVITATION TO TENDER)

11. NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)¹⁶</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

¹⁶ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 3.3

ANNEX 2: LEGAL ENTITIES FORM

As required under section 3.3 of the tender specifications.

A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

ANNEX 3: BANK IDENTIFICATION FORM

As required under section 3.3 of the tender specifications

A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/ftiers_en.htm

**ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND
ABSENCE OF CONFLICT OF INTEREST**

The undersigned *[name of the signatory of this form, to be completed]*:

- in his/her own name *(if the economic operator is a natural person)*

or

- representing *(if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation)*

official name in full:

official legal form:

official address in full:

VAT registration number:

declares that he/she / the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal

practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters 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 Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

ANNEX 5: POWER OF ATTORNEY¹⁷

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER
AND LEAD CONTRACTOR

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

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

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

¹⁷ To be filled in and signed by each of the partners in a joint tender, except the lead partner

ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS

Framework contract for translation of notifications and Commission decisions under Article 7 of the Framework Directive 2002/21/EC (as amended by Directive 2009/140/EC)

SMART 2010/0102

The undersigned:

Name of the company/organisation:

Address:

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

Framework contract for translation of notifications and Commission decisions under Article 7 of the Framework Directive 2002/21/EC (as amended by Directive 2009/140/EC)

SMART 2010/0102

The undersigned:

Address:

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation¹⁸.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

¹⁸ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

**ANNEX 7: INFORMATION SHEET ABOUT PERSONS RESPONSIBLE FOR MANAGING
WORK ASSIGNED UNDER THE CONTRACT, IN-HOUSE AND FREE-LANCE
TRANSLATORS¹⁹**

1. Name:
.....
2. Contractual status:
.....

Responsibilities:
.....
3. University degree:

University, etc.	Degree	Year obtained
.....
.....
.....
4. Additional qualifications, e.g. certificates, officially accredited translator, etc.
.....
.....
.....
5. Professional experience (if any)
.....
.....
.....
6. Translation experience in the field of electronic communications networks and services, competition law, information society services
.....
.....
.....

Date of signature:
.....

Full name of the signatory:
.....

Signature of tenderer or legal representative:
.....

¹⁹ *Fill in one page per person*

ANNEX 8: COMPUTER AND TELECOMMUNICATIONS EQUIPMENT QUESTIONNAIRE

Name of tenderer:	
Operating system. Microsoft Windows XP	YES ? NO ?
Microsoft Windows 2003	YES ? NO ?
Microsoft Word 2003 for Windows* or later version* (please specify)	YES ? NO ?
Other (for information only)
Internet Explorer 7.0 or later version, or Netscape 4.0 or later version
Translation memory software which (please also give the number of the version)? TMX format YES ? NO ?
File compression software: Winzip	YES ? NO ?
Other (please specify)
Fax number
E-mail address
* <i>or equivalent (please specify)</i>	

ANNEX 9: COSTING SCENARIOS

The aim of the costing scenario is to illustrate a realistic planning of time scales and allocation of financial and human resources. For this purpose providing the translations indicated below themselves is not warranted as the aim here is to demonstrate the ability to provide for the timely delivery of quality translations, by relying on the examples given below.

The Commission services have received the following texts for translation into English:

- 1) A notification of 2000 pages in Dutch, including multiple cross-references to chapters and footnotes in both the main text and the annexes;
- 2) a Bulgarian notification containing a high number of tables (figures);
- 3) A reply to a request for information in Dutch;
- 4) A notification of 800 pages divided over 5 separate documents in Portuguese; and
- 5) A notification of 200 pages in Lithuanian

The Commission services ask for the following texts for translation from English:

- 1) 12 pages into Polish; and
- 2) 6 pages into Lithuanian

All documents above are transmitted on the same day for translation in the required languages.

Tenderers should at least set out:

- succinctly, how their proposed solution will meet the needs of the Commission, demonstrating their understanding of the requirements, deadlines, any potential pitfalls, and how these will be overcome
- briefly how the work will be organised and managed
- the total price for the prescribed scenario, based on the prices provided following the instructions in section 5.3 below

The description may include the means to reach a sufficient number of translators within the shortest time schedule, the means to ensure that translators meet the time-limits, a description as to whether and how the translation of voluminous translation requests is distributed and coordinated, and whether and how backup is ensured in case of unavailability of translators. As for the requirements on the quality of translations, the description may contain, for example, an outline of the support provided to translators with regard to the terminology that is specific to (the EU regulatory framework for) electronic communications services and competition law, and/or techniques for the translation of figures and tables containing economic data, and/or further descriptions of quality checks and project coordination, and/or examples illustrating e.g. the collaboration with/between translators to ensure that the quality requirements within the deadlines are met.

ANNEX 10

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint bid, single tenderer or subcontractor/external expert). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor – External expert
<i>Administrative section of the tender</i>					
Annex 1: Original Administrative identification form (see section 3.3)	■	■	■	■	
Annex 2: Original Legal Entity Form (see section 3.3)	■	■	■		
Annex 3: Original Financial Identification form (see section 3.3)	■		■		
Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 3.3)	■	■	■	■	
Annex 5: Original Power of attorney (see section 3.3)		■			
Annex 6 a: Original Letter of intent from each subcontractor (see section 3.3)				■	
Annex 6 b: Original Letter of intent from each subcontractor (see section 3.3)					■
Annex 7 - Information sheet about persons responsible for managing work assigned under the contract and in-house translators	■	■	■	■	■
Annex 8 - Computer and telecommunications equipment questionnaire INFISO	■				
Price list grids A and B	■				
Legible photocopy of the statutes of the entity	■	■	■		

Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer	■	■	■		
Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 6.2.1)	■	■	■		
Evidence of financial and economic capacity (see section 6.2.2)	■	■	■		
Evidence of Technical background (see section 6.2.3)	■	■	■	■	■
<i>Technical Section of the tender</i>	■		■		
<i>Financial Section of the tender</i>	■		■		