



**University of Economics, Prague**

**Faculty of Management, Jindřichův Hradec**

*Department of Social Science*

# **Thesis**

**Jana Šatková**

*2007*

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**Participation of a chosen company  
in EU tenders**

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**Supervisor:**

*Ing. Jan Starka*

*Jindřichův Hradec, April 2007*

# Declaration

I declare I have written this thesis  
**„Participation of a chosen company in EU tender“**  
on my own.

I cite the literature and materials used  
in the literature index enclosed.

*Jindřichův Hradec, April 2007*

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Student's signature

# **Annotation**

## **Participation of a chosen company in EU tenders**

Goal of the thesis work is to elaborate a detail project according to specifications of a particular EU tender in the field of translation industry to enable chosen company to succeed and pass really strict requirements and procedures EU bodies apply.

*April 2007*

# Acknowledgement

I would like to thank  
for advice and for help  
with this work to my supervisor

**Ing. Jan Starka,**

from University of Economics, Prague,  
Faculty of Management in Jindřichův Hradec.

# Content

Introduction.....	1
1 EU institutions and their needs in the field of translation.....	3
1.1 EU institutions in general.....	3
1.2 Translation Centre.....	3
1.3 Translation Centre organisation chart.....	8
2 EU tenders in general.....	9
2.1 What are tenders?.....	9
2.2 Types of tender.....	9
2.3 Where are tenders published?.....	9
2.4 Official Journal of the European Union.....	10
3 Procedure of participating in EU tenders step by step.....	13
3.1 Monitoring of tenders.....	13
3.2 Become familiar with specifications.....	15
3.3 Become familiar with draft contract.....	26
3.4 Effectiveness of taking participation analysis.....	30
3.5 Elaborating of a detailed offer.....	35
4.5.1 Proofing documents of non conformity with exclusion criteria.....	37
4.5.2 Documents proofing compliance with selection criteria – general information about tenderer.....	39
4.5.3 Documents proofing compliance with selection criteria – economic and financial capacity.....	41
4.5.4 Documents proofing compliance with selection criteria – technical capacity.....	43
4.5.5 Documents proofing compliance with selection criteria – professional capacity.....	44
4.5.6 Documents used for evaluation of awarding criteria – likely quality of the service offered.....	49
4.5.7 Documents used for evaluation of awarding criteria – price.....	51
3.6 Others.....	53
3.7 Do not forget about FAQ list.....	53
3.8 Watching out the evaluation process.....	54
3.9 Contract.....	55
4 Job processing.....	57
4.1 Initial Training.....	57
4.2 Process of assigning jobs in the Translation Centre.....	59
4.3 CDT freelance webiste.....	61
4.4 In-house evaluation of translations by EU institutions.....	62
Conclusion.....	63
References.....	65

## Introduction

The topic of this thesis is „Participation of a chosen company in EU tender“. There is a lot to make clear in relation to this topic because EU tender is a very general term and it can be drafted in various not related fields from delivery of say pens to building works. Particularly the goal of my thesis is to write down the most important information for companies operating in translation industry that would like to succeed in the EU tenders focused on translation and localization services and to elaborate a detailed project for a chosen tender EU institutions released.

Why a company should participate in EU tenders? I think answer is clear; presently in times of rough competition almost in every field all companies try to spread portfolio of their clients and increase sales. EU institutions´ needs do open new possibilities, opportunities and challenges. I used the word „challenges“ on purpose, because to meet EU very demanding requirements is sometimes really a big deal, I mean mainly a lot of bureaucracy, because your project is the only thing that presents you in sights of EU. Sometimes also requirements themselves are really high. For example at the beginning of 2007 Court of Justice of the European Communities published a contract notice 2007/S 20-022696 where a suitable supplier had to meet the following minimum standards:<sup>[11]</sup>

- legal training (a completed degree course) which must be at least a 'maîtrise' in French law or a 'licence' in Belgian law,
- a perfect command of French and French legal terminology,
- a thorough knowledge of one of the source languages (Romanian or Bulgarian)
- number of years' experience as a translator and/or reviser of legal texts,
- IT knowledge in relation to translation work,
- (professional) experience, for the required language combination, of translation and/or revision (of legal texts) or relevant (professional) experience in the provision of services similar to those covered by the contract

Well, to be frank I have not succeeded in finding a translator with such a profile or a suitable lawyer who is a translator and is willing to send me all the required proofing materials. I do not even know whether such a man exists. A lot of people were interested of course, but neither of them complied with all the criteria required and as far as in the point II.1.10) of the

contract notice there was written that NO VARIANTS WILL BE ACCEPTED, submitting of any profile that do not comply with ALL requirements would be really for nothing. However, it was worth trying because if I had succeeded in finding such a translator or lawyer, ACP Traductera would hav, I think, unbelievable comparative advantage.

One could think that successful passing the procedure and winning the tender mean the end of the process and then merely earning money based on a contract awarded. No, but nothing is so clear. EU examines everything you deliver, every single page and if it is not of sufficient quality which is specified in both tender specification and contract the tenderer is either penalized or the contract is cancelled. Of course if you are a reliable supplier your contract can be prolonged up to several years; depends on a tender type.

Though the process of the documents preparation for EU bodies is really demanding, processing of jobs also brings some problems to solve and require further preparation, trainings and planning of resources etc. Therefore the last part of my thesis devotes to the job processing.

Maybe you are a little bit confused because I am trying to explain why a company should participate in EU tenders and my explanation points out mostly negative sides of cooperation with EU. However, I think the above stated strict rules are for good and most likely bring objectivity in the selection process and raise quality of the services delivered. You have to consider the bureaucracy that is connected with all of this to be worth of it, otherwise your competitiveness is lower in comparison with other companies that undertake the selection process.

As I have already stated - competition is very rough and if you want to be successful you have to always submit the best you can.

# **1 EU institutions and their needs in the field of translation**

## *1.1 EU institutions in general*

There are five main institutions of the EU:

- The European Parliament
- The Council of the European Union
- The European Commission
- The European Court of Justice
- The European Court of Auditors

Some of the institutions, e. g. the European Parliament, the European Commission publish tenders themselves or sometimes use services of the Translation Centre for the Bodies of the European Union.

## *1.2 Translation Centre*

Translation Centre is an agency of the European Union established in 1994 and located in Luxembourg. The Centre was set up to meet the translation needs of the other European Union agencies. It also provides services to the European Union institutions under voluntary cooperation agreements. Clients of the Translation Centre are:

- All departments of the Commission
- All the other EU institutions, especially the Council and the European Parliament
- The public at large

The Centre takes care of translation of various documents such as official reports and communications, paper and web publications, press communications, draft legislation, texts received from member states, correspondence and speeches, administrative documents etc.

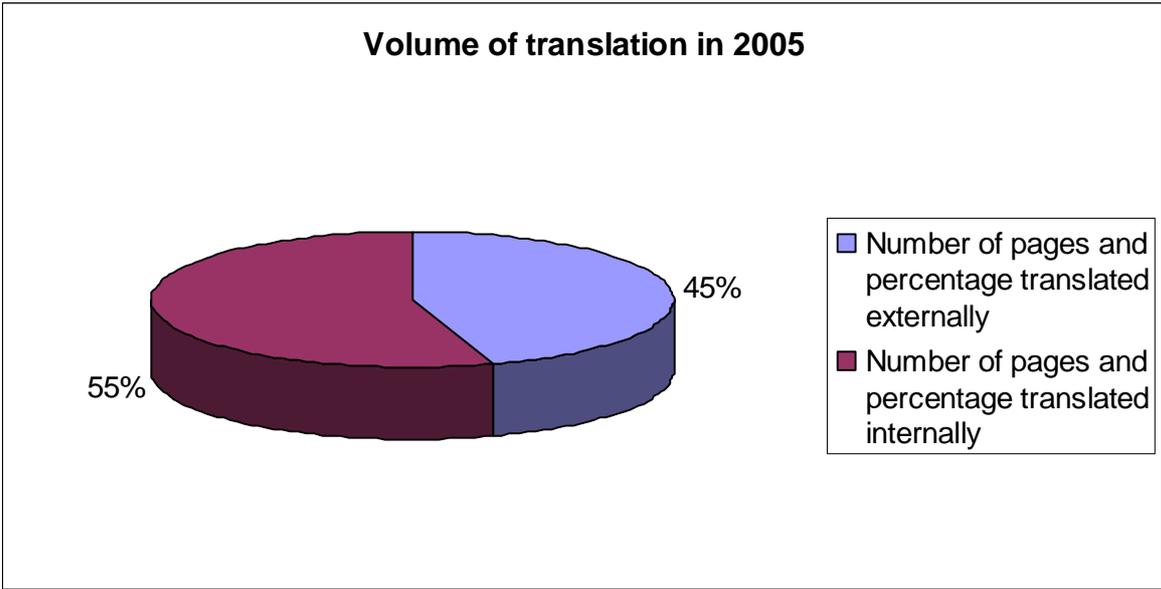
The Translation Centre executes requests for translation and revision and for these services it uses both internal and external translators.

Year	2001	2002	2003	2004	2005
<i>Number of pages and percentage translated internally</i>	159,618	136,133	140,265	227,756	276,637
<i>Number of pages and percentage translated externally <sup>(1)</sup></i>	123,387	86,826	94,355	146,350	225,864
<i>Volume of translation in pages <sup>(2)</sup></i>	283,005	222,959	234,620	374,106	502,501

Source: TRANSLATION CENTRE FOR THE BODIES OF THE EUROPEAN UNION. Activity Report for 2005.

<sup>(1)</sup> Not including revision.

<sup>(2)</sup> These figures do not include pages translated in connection with the operation of the Management Board.



Taking into consideration this point of view we can divide the documents to be translated into the following four clusters:

- *“core documents which will continue to be translated internally by the Commission services*
- *core documents which can be translated either internally or which can be externalized*
- *non-core documents which may be translated internally, or externally*
- *other non-core documents which may not be translated at all”*<sup>[8]</sup>

The volume of work is rising because for example in the year 1999 the Translation Centre has translated 171,200 standard pages while in 2005 it was 502,501. 45% of this volume was subcontracted to external translators in 2005 but all external translations are always revised by internal translators. The main reason of the rising volume of documents to be translated is the increasing volume of member states. It goes hand in hand with a rule applied in European Union and this is that all official documents have to be localized into all EU official languages. During the year 2006 the Translation Centre was in a need of translation of documents mainly into/from Bulgarian and Romanian, as Bulgarian and Romania was going to join the EU at the beginning of 2007.

*Comparative breakdown by target language 2005*

<b>LANGUAGE</b>	<b>RANKING*</b>	<b>PAGES</b>	<b>PERCENTAGE</b>
<i>FR</i>	<i>1</i>	<i>35 332</i>	<i>7.05%</i>
<i>IT</i>	<i>2</i>	<i>30 020</i>	<i>5.99%</i>
<i>ES</i>	<i>3</i>	<i>28 411</i>	<i>5.67%</i>
<i>EL</i>	<i>4</i>	<i>27 214</i>	<i>5.43%</i>
<i>DE</i>	<i>5</i>	<i>27 097</i>	<i>5.40%</i>
<i>PT</i>	<i>6</i>	<i>26 461</i>	<i>5.28%</i>
<i>FI</i>	<i>7</i>	<i>25 266</i>	<i>5.04%</i>
<i>NL</i>	<i>8</i>	<i>25 231</i>	<i>5.03%</i>
<i>SV</i>	<i>9</i>	<i>25 086</i>	<i>5.00%</i>
<i>DA</i>	<i>10</i>	<i>24 984</i>	<i>4.98%</i>
<i>PL</i>	<i>11</i>	<i>23 685</i>	<i>4.72%</i>
<i>HU</i>	<i>12</i>	<i>23 171</i>	<i>4.62%</i>
<i>SL</i>	<i>13</i>	<i>23 128</i>	<i>4.61%</i>
<i>CS</i>	<i>14</i>	<i>23 025</i>	<i>4.59%</i>
<i>LT</i>	<i>15</i>	<i>22 978</i>	<i>4.58%</i>
<i>ET</i>	<i>16</i>	<i>22 944</i>	<i>4.58%</i>
<i>LV</i>	<i>17</i>	<i>22 858</i>	<i>4.56%</i>
<i>SK</i>	<i>18</i>	<i>22 836</i>	<i>4.55%</i>
<i>EN</i>	<i>19</i>	<i>21 039</i>	<i>4.20%</i>
<i>MT</i>	<i>20</i>	<i>20 694</i>	<i>4.13%</i>
<i>TR</i>	<i>21</i>	<i>1 159</i>	
<i>BG</i>	<i>22</i>	<i>788</i>	
<i>RO</i>	<i>23</i>	<i>779</i>	
<i>RU</i>	<i>24</i>	<i>424</i>	
<i>NO</i>	<i>25</i>	<i>346</i>	
<i>AR</i>	<i>26</i>	<i>197</i>	
<i>Others**</i>		<i>285</i>	
<b>TOTAL</b>		<b>505 438</b>	<b>100.00%</b>

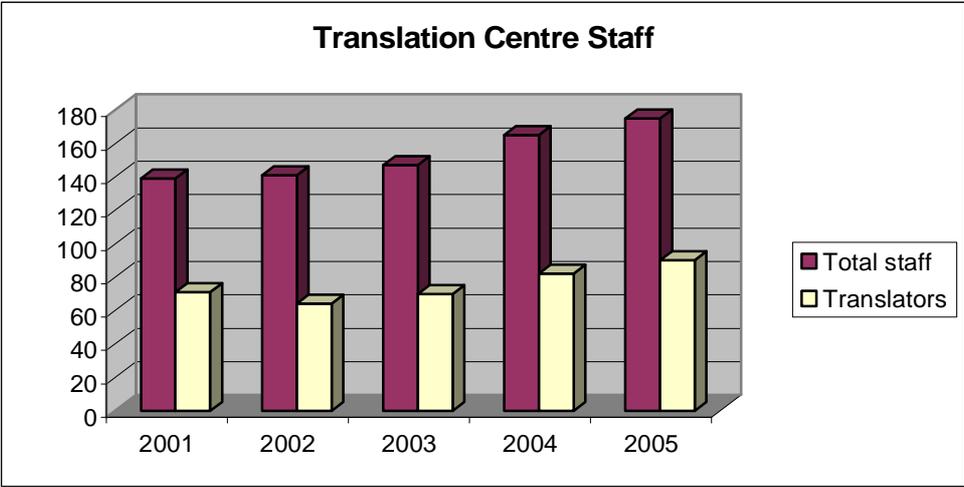
\* Based on the volume of pages per language.

\*\* CA, GA, HR, IS, JP, KO, SH, SQ, SR, ZH.

Key to abbreviations ES (Spanish), CS (Czech), DA (Danish), DE (German), ET (Estonian), EL (Greek), EN (English), FR (French), IT (Italian), LV (Latvian), LT (Lithuanian), HU (Hungarian), MT (Maltese), NL (Dutch), PL (Polish), PT (Portuguese), SK (Slovak), SL (Slovene), FI (Finnish), SV (Swedish), AR (Arabic), BG (Bulgarian), CA (Catalan), IS (Icelandic), JP (Japanese), KO (Korean), NO (Norwegian), RO (Romanian), RU (Russian), SH (Serbo-Croat), TR (Turkish), ZH (Mandarin Chinese).

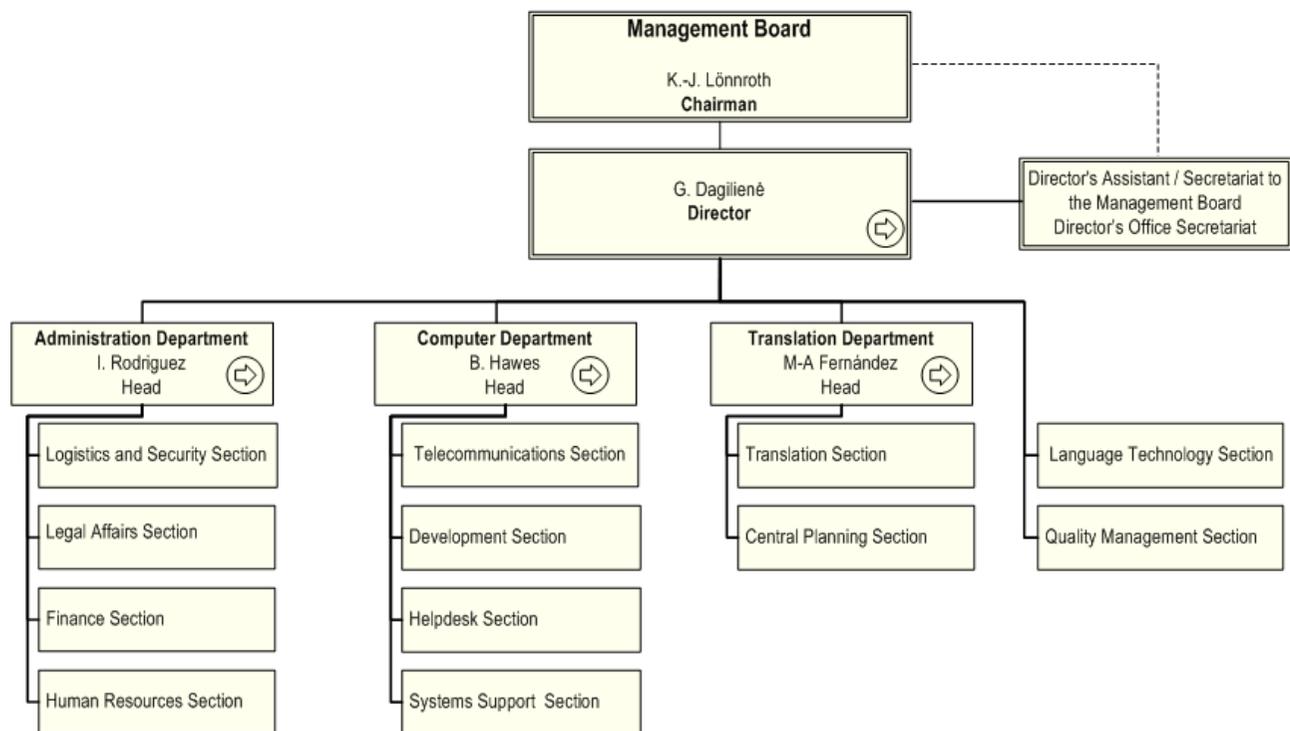
Source: TRANSLATION CENTRE FOR THE BODIES OF THE EUROPEAN UNION.  
*Activity Report for 2005.*

The rapid growth of volume of work goes hand in hand with an increase in the Translation Centre's staff.



Source: TRANSLATION CENTRE FOR THE BODIES OF THE EUROPEAN UNION. *Activity Report for 2005.*

### 1.3 Translation Centre organisation chart



Source: Translation Center Organisation chart. 2007.

## 2 EU tenders in general

### 2.1 What are tenders?

Tenders are selection procedures with focus on awarding works, supply, or service contracts. In most countries publishing of tenders and participation in them is governed by law and usually concerns public administration.

### 2.2 Types of tender

- a) **Open tenders** (=advertised or competitive tenders) are open to all vendors who can guarantee performance.
- b) **Invited tenders** (= prequalified, short-listed or selective tenders) are only open to selected prequalified vendors or contractors. Calls for expression of interest is usually published prior the publishing of invited tenders and is open to all vendors.
- c) **Contract Awards Without Tenders** - awarding public contracts without tendering.

### 2.3 Where are tenders published?

Each country has individual rules and laws for tenders publishing. For instance in the Czech Republic all tenders published by the Czech Republic institutions and companies are published at a website named [www.centralniadresa.cz](http://www.centralniadresa.cz). According to laws valid in the Czech Republic all tenders are divided into two groups:

- tenders under a threshold
- tenders over a threshold

A threshold is of course given by an estimated financial value of a contract. There are different thresholds for public sector and utilities and also depending on whether it is works (construction), supplies (goods) or services contract. The above described division criteria are widely used in many countries but the thresholds differ country to country. Just to give you an idea of the amounts, for instance in the Czech Republic threshold for services can be either CZK 4,290,000 or CZK 6,607,000 depending on nature of awarding authority. Threshold for building works is even higher CZK 165,288,000 but I guess everybody knows the reason. Just for comparison over threshold tenders for instance in the United Kingdom are over £144,371

for goods and services and over £3,611,319 for works. The up to date thresholds can be found at [http://ec.europa.eu/internal\\_market/publicprocurement/index\\_en.htm](http://ec.europa.eu/internal_market/publicprocurement/index_en.htm).

Invitations to all over threshold tenders for public works, services and supply contracts published in European Union member countries have to be advertised throughout the European Union. For purposes of tenders publishing European Union uses the Supplement to the Official Journal known also under the abbreviation OJ S.

## ***2.4 Official Journal of the European Union***

The Official Journal of the European Union (OJ) is the only periodical published every working day in all official languages of the European Union (EU).

**1. OJ L series** contains EU legislation, including regulations, directives, decisions, recommendations, opinions.

**2. OJ C series** contains EU information and notices, including summaries of judgments of the Court of Justice and the Court of First Instance, minutes of parliamentary meetings, reports of the Court of Auditors, parliamentary written questions and answers from the Council or Commission, statements from the Economic and Social Committee and the Committee of the Regions, competition notices for recruitment by the EU institutions, calls for expressions of interest for EU programmes and projects etc.

**3. OJ S series** is the supplement to the OJ and contains:

- *“public contract notices for works, supplies and services from all EU Member States;*
- *utilities contract notices (water, energy, transport and telecommunications sectors) from all EU Member States;*
- *public contract notices from EU institutions;*
- *External aid and European Development Fund notices;*
- *European Investment Bank, European Central Bank and European Bank for Reconstruction and Development financed projects;*
- *European Economic Area contract notices (Norway, Iceland and Liechtenstein);*
- *contract notices pursuant to the agreement on government procurement (GPA), concluded within the framework of the GATT/World Trade Organisation (WTO), from Switzerland;*

- *contract notices concerning the European Economic Interest Grouping (EEIG);*
- *public contracts for air services from all EU Member States*”<sup>[16]</sup>

The OJ S is available via the following electronics products:

### A. Online database - TED (tenders electronic daily)

TED is an online database which can be found at <http://ted.europa.eu/> and contains all active notices published in the OJ S and furthermore gives access to the Official Journal archives for the past five years.

TED website is multilingual, available in 23 languages (Bulgarian, Spanish, Czech, Danish, German, Estonian, Greek, English, French, Irish, Italian, Latvian, Lithuanian, Hungarian, Maltese, Dutch, Polish, Portuguese, Romanian, Slovak, Slovenian, Finish and Swedish).

Having selected your language by clicking on it you will reach the very basic part of the website:

The screenshot shows the TED website interface. At the top, there is a header with the TED logo and the text 'Supplement to the Official Journal of the European Union'. Below the header, there is a navigation bar with links for 'Site map', 'News', 'Help', 'FAQ', and 'Contact'. A search bar is also present. The main content area is titled 'Business opportunities published in S 148 (All)'. On the left side, there are several navigation boxes: 'Search' (Normal search, Extended search, Expert search), 'Browse' (Latest publications, RSS feeds, By edition, By CPV codes, By NUTS codes, By heading), 'Login' (Username, Password, Go, Register, Forgot your password?), and 'Links' (Smap, EUR-Lex, Europa, Publications Office, EU Bookshop). The main content area is divided into two columns. The left column is titled 'Country' and lists various countries including EU, AT (Austria), BE (Belgium), CY (Cyprus), CZ (Czech Republic), DE (Germany), DK (Denmark), EE (Estonia), ES (Spain), FR (France), GB (United Kingdom), GR (Greece), HU (Hungary), IE (Ireland), IT (Italy), LT (Lithuania), LU (Luxembourg), LV (Latvia), MT (Malta), NL (Netherlands), PL (Poland), PT (Portugal), SI (Slovenia), SK (Slovakia), EEA, LI (Liechtenstein), NO (Norway), GFA, and CH (Switzerland). The right column is titled 'Business opportunities' and lists several types of notices: Contract notice (621), Prior Information Notice (35), Design contest (9), Periodic indicative notice (PIN) with call for competition (1), and Qualification system with call for competition (1). The page footer contains a small logo and the text 'TED is managed by the Publications Office.'

Source: European Communities. Supplement to the Official Journal of the European Union 1995.

For everybody who is interested in taking participation in tenders or for tender participants the most useful option is search engine at the top of the page on left hand side. You can choose either normal, extended or expert search. In brief these three options allow user to select or to enter search criteria, including:

- nature of contract (works, supply contract, combined contract, service contract)
- type of procedure (accelerated negotiated procedure, contract awards, general information, qualification system, design contest, results of design contests, call for expressions of interest, prior information or periodic indicative notice, open procedure, restricted procedure, accelerated restricted procedure, negotiated procedure, open procedure with recurring quantities, open procedure with recurring quantities, competitive dialogue)
- country of origin
- publication date
- OJ S number
- and many others (from which very useful is for example full text search using advantage of searching by keywords)

TED is updated daily and is free of charge.<sup>[15]</sup>

## **B. CD-ROM**

The CD-ROM OJ S edition is published each Tuesday and Friday and contains the last five issues of the OJ S, and the corresponding 'family documents'.

*“A search engine with drop-down index lists offers easy selection of geographical data and classification codes. Multiple search profiles can be stored for repeated use.”<sup>[14]</sup>*

## **C. License holders**

Notices from TED can be also obtained from licensed third parties known as licence-holders. A license may cover all the contents of the TED website or just parts of it.<sup>[14]</sup>

### **3 Procedure of participating in EU tenders step by step**

In this chapter I would like to indicate several steps which are in my opinion the most important when a company would like to participate in not only EU tenders but in tenders in general because the procedure is usually the same or very similar:

1. Monitoring of tenders
2. Effectiveness of taking participation analysis
3. Become familiar with specifications
4. Become familiar with draft contract
5. Elaborating of a detailed offer
6. Do not forget about FAQ list
7. Watching out the evaluation process
8. Contract

Each of the above mentioned steps will be theoretically introduced and then a practical example will follow. As the practical example a company ACP Traductera will serve. ACP Traductera is a translation agency based in the Czech Republic, particularly in Jindrichuv Hradec and specializes in translation and localization services into Central and Eastern European languages in all fields of expertise. The above mentioned languages and services are the subject of the tenders ACP Traductera participates in. ACP Traductera has been operating since April 2005 and first time submitted an offer for EU tender in June 2006. Though the company history in EU tender participation is not very long (taking into consideration that from releasing the contract notice till the contract signing it usually takes approximately from 6 to 12 months) ACP Traductera submitted 3 offers out of which 3 were considered as successful or partially successful.

#### ***3.1 Monitoring of tenders***

As mentioned before in the third chapter EU tenders are published in supplement to the Official Journal which is issued in the three basic forms. In the supplement to the Official Journal you can find all over threshold tenders published by EU member countries and EU institutions. If you are interested in taking participation in below threshold tenders in a particular country, very easy way how to get information about them is to monitor local websites of each individual EU member country which are obliged to publish tenders. For example the Czech Republic publishes tenders at [www.centralniadresa.cz](http://www.centralniadresa.cz), Germany at

[www.bund.de](http://www.bund.de), Ireland at [www.etenders.gov.ie](http://www.etenders.gov.ie), UK at [www.mytenders.org](http://www.mytenders.org) etc. On those websites you can find all tenders published in the particular countries, it means not only those that are under limit but over limit ones as well. One would say that problem could be in finding the right website for each particular country. For a long time the above mentioned solution was the only available but happily in 2006 Auftragsberatungszentrum Bayern e. V. in cooperation with the European Union developed and launched a website European Tender Information System accessible at [www.abz-bayern.etisportal.com](http://www.abz-bayern.etisportal.com) which contains information about all under and over threshold tenders published in some EU member states and they plan to cover all EU member states.:



Source: *Contracting service, tenders, requests for bids, subcontracting*. 2006.

Search engine available on that site enables users to easily find tenders using various criteria such as country of publishing, category etc.

To be authorized for obtaining the information contained in this website you have to only register and insert your personal and contact data. Your membership is for free for the period of one year but then it amounts to thousands of EUR (which is quite a lot) depending on the range of services you order. So probably the former way of monitoring under threshold tenders will be still preferred by most companies.

Using the above mentioned means of searching in published tenders a potential tenderer can choose tenders that they consider to be favourable to participate in and next step follows.

It is good to monitor newly published tenders in the period of each 3 to 7 day. That is because for some tenders even 7 days are a lot of time and your competitors who started preparation sooner than you may have a comparative advantage because each tenderer has the same deadline for submitting a bid.

In the following chapters tender 2006/S 111-118187 for translation of standardised technical texts in the industrial/intellectual property field published by The Translation Centre for the Bodies of the European Union on June 14, 2006 (see the Contract Notice to this tender attached to this thesis as Annex 1) will be used as a practical example.

### **3.2 *Become familiar with specifications***

Specifications is the name for a document that contains or should contain all information you may need for making an offer for the particular tender. You can download the specifications in electronic format usually at a website of an authority that published the tender or upon request you can receive them via e-mail or postal service in a hard copy. Of course nowadays the first and second option is faster and more comfortable one but sometimes EU bodies prefer the latter option. Main contact points for getting specifications, draft contract and any further documents or information you may need, can be found in an invitation letter to each particular tender.

Together with introducing some general information about specification below we will have a closer look at the specifications to the trademark tender (see annex 2 of this thesis).

In the specifications you can find the following:

1. Purpose of the tender (how and where the services or goods a tenderer provide under the contract are going to be used)

*In case of the trademark tender "The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from*

*Romanian into Czech, Estonian, Hungarian, Latvian, Lithuanian, Maltese, Polish, Slovak, Slovene, English and Dutch.* “[4]

From this sentence I am not really able to identify the purpose of the translated texts. However, in general it is known that the quality of the translated texts has to be at such a level that they do not need further correction and can be published immediately. So if the purpose of the tender is defined very generally like above you can either ask for further information or just let it be because further information contained in the specifications (e. g. required profile of translator/reviewer) should give you a clue. Sometimes specifications contain either a direct link to a website where tenderers can find samples of the text or sample texts can be sent to tenderers upon request as it is also in the case of the trademark tender.

2. Description of the work which is subject of the tender - if translation services are subject of the tender in this paragraph you can usually find information about:
  - a) a field of expertise of the texts to be translated and detailed information about them,
  - b) source and target languages,
  - c) list of services required, e. g. if the tender is focused on translation services some additional services can be required such as modifications<sup>1</sup>, rewriting<sup>2</sup> etc.,
  - d) volumes of standard pages to be translated; if this information is provided by EU institutions it usually is an estimate. Sometimes you cannot find this information in the specifications at all and there is just a sentence stating that the EU institution that published the tender cannot or is not able to give any approximate estimate of the work volume. In such a case tenderers usually are not obliged to state their capacity they can undertake within a specific time period,
  - e) information about estimated deadlines or turnarounds required (if possible).

---

<sup>1</sup> Modification means the translation and introduction of amendments into a text which has already been translated

<sup>2</sup> Rewriting means converting e. g. hand-written texts or typed texts that are available only in a hard copy into electronic format.

As I have already stated the trademark tender was required for several language combinations with the source Romanian: Czech, Estonian, Hungarian, Latvian, Lithuanian, Maltese, Polish, Slovak, Slovene, English and Dutch. As far as the tender is divided into lots, each for one target language and tenderers can submit a bid for one, several or all lots I will demonstrate the required documentation just for one lot, particularly Romanian into English.

The field of expertise the trademark tender texts are focused on is defined as follows: „*The standardised technical texts for translation in the field of industrial/intellectual property consist of lists of products and services loosely based on the WIPO International Classification of Goods and Services for the purpose of the registration of trade marks (Nice Classification) or on the WIPO Locarno Agreement Establishing an International Classification for Industrial Designs. They may, however, contain many nonstandard terms and expressions not covered by the classification systems. The lists cover all types of products and services and hence a vast range of subject fields. The texts may also contain a brief disclaimer, a list of colours or a description of a logo.*”<sup>[4]</sup>

The Translation Centre was really generous in providing information in the case of the trademark tender. Specifications contains information about estimated volumes based on previous experience of The Translation Centre but a pity is that Romanian is a brand new language for EU bodies as far as Romania joined the European Union in 2007. That’s why estimations for Romanian (and even for Bulgarian for the same reason) are missing.

Furthermore tenderers can find in the specifications that they will be given minimum of 5 and maximum of 10 working days to process each batch dispatched by The Translation Centre.<sup>[4]</sup>

In case of the trademark tender The Translation Centre requires processing of jobs using specific software which they will supply contractors with. This software works on the same basis like other CAT tools do and “*contractors will be required to translate sentences for which no match at all was found in the database (i.e. sentences for which a match of only 50% or less was found) and post-edit sentences for which a*

*similar but not identical sentence was found (i.e. sentences for which a match of between 50% and 99% was found).* “[4]

Specifications further contains information that a demo version of the software will be provided upon request for the purpose of the tender. Well, this is great and new tenderers that have never heard about this CAT tool before are certainly really happy to have this opportunity but after having seen the demo version tenderers just find out that you cannot try anything in this demo version and all that you can see is just the environment translators/reviewers will be working in. No function is active in the demo version. So I dare say that the demo version of Nemo is really worth nothing.

3. Description of nature of the contract; usually it can be either just a simple framework contract or multiple framework contract. If a multiple framework contract is offered to tenderers it means that after evaluation of the offers several tenderers are offered a contract with the EU institution which published the tender. The system then works usually as follows: at the beginning based on the written offer each tenderer gains certain number of points and a certain position, i. e. the EU institution that published the tender then has a list of the tenderers in certain order depending on the number of points they got. In this order they are offered the first job. If the first in the order refuses the job for some reasons that are not in conflict with the contract then the second tenderer is offered the job and so on down the list. Each job is evaluated and based on their quality the order of the tenderers may change. It means that if you deliver a job of insufficient quality you are in better case only subtracted a certain number of points and your position can of course be worse then and vice versa.

If a tenderer is awarded a simple framework contract it means that this tenderer is a sole supplier (within the volume tenderer can undertake and indicates in the bid) of the particular services/goods under the contract and usually has no rights to refuse any part of the work.

In case of the trademark tender successful tenderers will be offered a framework contract. Details on account of the contract will be stated in the following text chapter "Become familiar with draft contract".

4. Information about date of commencement of the contract and duration of the work; usually duration of a contract takes a certain period of time and can be one or several times renewed.

The framework contract for the translation of the trademarks is awarded for 12 months and may be renewed tacitly for up to three 12 month periods so that the total duration of the contract may be maximum of 4 years.

5. Date and place of opening bids; to be present at opening of the tenders is a good opportunity to learn about all tenderers that took participation in the particular tender, i. e. about your competitors. This ceremony can be attended only by tenderers or authorised representative of each tenderer and all participants must state their attention in advance usually 24 hours before at the latest. It usually takes place at the premises of the institution that published the tender.

This information is in case of the trademark tender contained not in the specifications but in the contract notice. Opening of tenders took place in The Translation Centre for the Bodies of the European Union on September 11, 2006 and only one representative per tenderer was allowed to be present.

6. Terms of payment for the work delivered. Usually within 30 days via wire transfer in euro upon receipt of tenderer's invoice that has to comply with requirements also described in the specifications (containing amount charged free of VAT as the Communities are exempt from such charges in the EU, details of the tenderer's bank account to which the payment should be settled etc.) and based on a purchase order issued by EU institution that published the tender. Contractors usually do not receive any payment if they have not fulfilled all their contractual obligations by the date of invoice issuing.

Very interesting information which contractors probably learn not sooner than after issuing the first invoice is that e. g. The Translation Centre is not so completely free of VAT. Each invoice on amount under EUR 247.89 is subject to VAT which has to be paid of course by The Translation Centre. Therefore issuing of invoices on amounts under EUR 247.89 is quite unfavourable for them.

In case of the trademark tender as far as the use of the special software is required the specifications contains even information about pricing model The Translation Centre will apply:

*“No payment will be made for any sentence that is identified as identical during the pre-processing stage and that requires no handling at all by the contractor. These sentences will be visible for the contractor for information. They will not be editable by the contractor. In the case of sentences for which a match value below 50% is found in the database, 100% of the source text character count will be paid. For sentences identified as similar during the pre-processing stage (i.e. sentences for which a match value of between 50% and 99% is found in the database ) the payment due will be calculated as a percentage of the original character count corresponding to the actual amount of editing work entailed as follows:*

- in the case of sentences for which a match value of between 50% and 74% is found in the database, 65% of the source text character count will be paid;*
- in the case of sentences for which a match value of between 75% and 84% is found in the database, 30% of the source text character count will be paid;*
- in the case of sentences for which a match value of between 85% and 94% is found in the database, 20% of the source text character count will be paid;*
- in the case of sentences for which a match value of between 95% and 99% is found in the database, 5% of the source text character count will be paid.<sup>[4]</sup>*

7. General conditions if any, such as information about no obligation of the awarding authority to award the contract to a particular tenderer, obligation of tenderers to have a particular place of establishment (for tenders of EU institutions it usually has to be an EU member state), place of performance (either contractor’s premises, premises of the institution that published the tender or any other place) etc.

Administrative details such as to the layout of the written offer, how to submit a tender, in what form and where to send or deliver it, in how many copies, by what deadline and in what packaging.

Bid for the trademark tender (as probably for all other tenders) is expected to be accurate and concise, has to contain all the information required and all supporting documents have to be included.<sup>[4]</sup>

Usually a certain order of documents submitted is stated in specifications. Cover page mostly indicates details of the current tender and of a tenderer. What is very important, usually the first page of offer has to contain prices tenderer offer for purposes of the current tender. It seems to be interesting because of the fact that usually weight of a price is 40% but actually the order of the pages does not indicate this fact, however let's hope the quality really weights 60%.

Bid for the trademark tender has to contain an application form which has to be submitted also online and then printed, signed and attached to the bid as a cover page. Completed Annex 2 that is supposed to contain prices tenderer would provide the required services for has to be signed by a legal representative of tenderer and must be contained in tenderer's bid as the first page.

EU institutions usually require all tenders to be submitted in triplicate: one original and two copies while each of them has to be clearly labelled "Original", "Copy 1" or "Copy 2" respectively. All three pieces usually have to be placed inside TWO sealed envelopes and each of them has to be labelled according to the instructions given in specifications for the current tender. Then in specifications you can find such details like if you use self-adhesive envelopes they must be sealed with adhesive tape and the sender must sign across this tape. Of course any other packaging of offer has to be treated in the same way as an envelope. For example if there are so many documents you want to submit that there is not enough place in envelope for them you can use wrapping paper. Very practical information that, I dare say, is not stated anywhere is that in many specifications there is not literally stated that you have to submit the documentation in printing. Last tender documentation I sent to the Translation Centre was partially submitted on a CD-ROM. The CD-ROM particularly contained proofing materials about all translators' education and experience and about company experience and was stuck to one blank page of offer in a suitable order. The CD-ROM also has to comply with the instruction about the triplicate offer, it means you have to mark the CD-ROM respectively and submit in triplicate. Of course I recommend

rather asking in advance about the possibility to submit the documentation (whether whole or partially) on a CD-ROM because each individual institution can apply different rules.

Tenders have to be sent to an address given in specifications (usually an address of institution who published the tender) by the deadline that can also be found in specifications. You can use postal service, courier or deliver the tender personally (in case of using postal/courier services for delivery the post office stamp or the date on the slip issued by the courier service constitutes proof of compliance with the deadline given; in case of hand delivery you will be given a written confirmation about save receipt from an official duly signed, dated and time stamped).

Bid for the trademark tender has to be submitted in triplicate, 1 original and 2 copies. All 3 pieces should be separately in a firm binding (this is not required but recommended) and should be clearly labelled "Original", "Copy 1" and "Copy 2" respectively. Tenderer is required to place all three copies in two sealed envelopes. The inner envelope should be marked:

*"Invitation to tender – Reference TM06/0104/SCRO – Not to be opened by the internal mail department  
Appel d'offres – Référence TM06/0104/SCRO – A ne pas ouvrir par le service courrier"*<sup>[4]</sup>

and addressed to:

**Translation Centre for the Bodies of the European Union**

Legal Affairs Section

"Nouvel Hémicycle", niveau -4

1, rue du Fort Thüngen

L-1499 Kirchberg – Luxembourg

Another important instruction: *„If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape. It is highly recommended that adhesive tape be used in any event.“*<sup>[4]</sup>

Deadline for submitting bids was 31 July, 2006 and they can be delivered via courier, personally or registered mail to the following address (the address that has to be on the outer envelope):

**Translation Centre for the Bodies of the European Union**

Legal Affairs Section "Nouvel Hémicycle"

niveau -4

1, rue du Fort Thüngen

L-1499 Kirchberg – Luxembourg

*"Any changes to tenders or additional information are accepted only if they are sent on or before the final date for the receipt of tenders and in accordance with the instructions."*<sup>[4]</sup>

Any contact between tenderers and the awarding authority is usually prohibited usually except of the situation if there is a contact person stated in specifications or in invitation to the tender the awarding authority may accept and answer requests for any clarifications before closing date for the submission of tenders. Usually any requests or questions have to be sent via e-mail and any other contact with the awarding authority, for example via telephone, is strictly forbidden. Provision of any information about a state of progress of the evaluation of tenders after the tenders have been opened until the final award of the contract is not allowed.

Contact person in case of the trademark tender was Mr. Nuno Sousa available at [tenders@cdt.eu.int](mailto:tenders@cdt.eu.int). Tenderers could aim their requests for further information or clarifications directly to this person and most frequented questions were published on CDT website in a FAQ list.

8. List of exclusion criteria. A tenderer has to certify that they are not in any of the situations listed and must submit evidence documentations to proof it. For details of exclusion criteria in case of the trademark tender see chapter “Elaborating of a detailed offer”.
9. Financial and economic information requirements; a tenderer has to proof sufficient economic and financial soundness to guarantee continuous and satisfactory performance. For details of financial and economic criteria in case of the trademark tender see chapter “Elaborating of a detailed offer”.
10. Information about technical and professional capacity requirements; these requirements differ depending on the subject of the contract but again each information has to be proofed sufficiently by a relevant documentation. For details of technical and professional capacity criteria in case of the trademark tender see chapter “Elaborating of a detailed offer”.
11. Information about methods of evaluating tenders and awarding the contract. In the specifications a tenderer can find a detailed information about what exactly will be evaluated and what can be a minimum/maximum score for each part that is evaluated. Total score of an offer depends on the following criteria:
  - a) quality of services that a tenderer should be able to perform according to what is written in the offer submitted
  - b) price

The quality-price ration is in case of the trademark tender calculated as follows:

$$“(NQ*0.6) + (NP*0.4)J*100$$

where:

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

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

$Q$  = "quality" mark of the evaluated tender

$\text{Max}(Q)$  = the highest "quality" mark among tenders having reached the award phase and which have obtained a quality mark of at least 60/100 points

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

$\text{Min}(P)$  = the lowest price among tenders having reached the award phase and which have obtained a quality mark of at least 60/100 points" <sup>[4]</sup>

12. And the last thing the specifications usually contain are various kinds of annexes which are usually various forms that each tenderer is obliged to submit such as:

- registration form
- form for price offer
- exclusion criteria and non conflict of interest form
- sample of CV for translators in required format and layout
- form where qualifications and experience of tenderer should be written in
- hardware and software equipment questionnaire
- working methods and quality control questionnaire
- a non exhaustive checklist of information and documents required to be submitted
- draft contract etc.

In case of the trademark tender the following annexes were provided:<sup>[4]</sup>

Annex 1	Invitation to tender for translation services (Electronic Application Form)
Annex 2	Prices per lot
Annex 3	Declaration on honour
Annex 4	Computer and telecommunication equipment questionnaire
Annex 5	Standard CV (translators/revisers)
Annex 6	Qualifications of translation team (internal or/and external)
Annex 7	Experience of Tenderer
Annex 8	Working methods and quality control questionnaire
Annex 9	Linguistic resources
Annex 10	Checklist (non exhaustive) of documents to be provided
Annex 11	Draft framework contract

The above mentioned annexes and recommendations on their accounts will be described in the following text, chapter “Elaborating of a detailed offer”.

### ***3.3 Become familiar with draft contract***

Every time a new tender is published by an EU institution not only specifications to this tender are published but draft contract as well. It is very important to read it through before you start to work on an offer because if you win a tender you will have to sign exactly the same contract as was submitted to you at the beginning of the selecting process and remember no conditional offers are accepted, literally it means that if you want to be awarded a contract and be a provider of services or goods for EU institutions you have to agree with everything what is stated in writing.

The contract usually contains the following information:

- information about type of the contract,
- information about rates applicable (based on your written offer),
- description of the assignment process,
- conditions for acceptance/refusing work,
- information about deadlines/turnarounds,
- definitions of the services that may be required under the contract,
- duration of the contract,
- information about possible renewal of the contract,
- information about invoicing (the same or more detailed than stated in specifications),
- payment periods, ways of payment,
- quality requirements,
- quality control undertaken by EU institutions,
- information about copyrights and confidentiality,
- and what is most important for you before starting to make an offer are possible penalties for late delivery or any other non compliance with the contract,
- conditions for termination of the contract,
- applicable law etc.

Let's have a look at the trademark tender draft contract (the whole version of the draft contract is attached to this thesis, see Annex 3) and as far as a lot of things in the draft contract are exactly the same as stated in the specifications we will have a look particularly at the most important points that differ from the ones in the specifications:

Even if a tenderer is successful this usually (and even in the case of the trademark tender) does not mean that they will be assigned a single page for translation because the "*contract does not constitute any guarantee as to the volume of work which will be offered to the Contractor*". Volume of work depends on actual needs of EU bodies and the rule is that they try to translate as much pages as possible internally. Translation/revision and any other related services are assigned to external subjects only when internal resources are overloaded and not able to meet required deadlines or if it is not profitable to hire a full time translator for a given field of expertise. On the other hand contractor is bound to carry out work assigned at least in a volume corresponding to the minimum capacities they indicated in their bid.

What tenderers should be interested in is whether there is a possibility to refuse work assigned for some/any reason(s) or not. If specifications or draft contract do not contain such information be sure to ask. You never know what can happen in the future and be sure that if EU bodies do not want contractors to refuse work assigned they will insist on having rights to penalise contractors in such a case. Of course, in such a case tenderer has obviously indicate estimated workload they can undertake and if a translation is assigned within the indicated volume tenderer cannot refuse. Refusal could lead to immediate cancellation of the contract as it is even in the case of the trademark tender.

In the draft contract there are also paragraphs concerning invoicing. The Translation Centre undertakes to pay invoiced sums within a maximum of 30 calendar days from invoice receipt. Each invoice has to be signed and give the following details:

- *“ the word "invoice" and an invoice number;*
- *the Contractor's full personal particulars (name, address, VAT number for purchases within the Community. A VAT number is not required in the case of Contractors holding a small business exemption or other exemption without entitlement to deduct VAT on inputs);*
- *the date;*
- *the reference to this contract;*
- *the order form number;*
- *the type of service (translation services + language combinations)*
- *the document number;*
- *the number of standard pages per language combination, the price per standard page per language combination and the total price ;*
- *the amount of VAT (where applicable);*
- *the reason for exemption from VAT (where applicable);*
- *the total amount payable;*
- *the full name, address and bank account number to which monies are to be paid.”<sup>[9]</sup>*

The 30 day payment period may be suspended by The Translation Centre if the invoice is not admissible because:

- *“the amount is not due ;*
- *the necessary supporting documents (eg VAT exemption) have not been produced ;*
- *or if the authorizing authority sees the need for further checks (e. g. in the case of discrepancies between invoice and order form)”*<sup>[9]</sup>

Very important in case of the trademark tender is to notice that a bank guarantee of EUR 10,000 is required. The contractor has to provide The Translation Centre with the guarantee prior to signing the contract and a letter of guarantee has to be attached to the signed contract. Specimen letter is annexed to the draft contract. This template is not binding word by word but a version submitted by contractor different from the template has to contain all the important information with the same content as given in the specimen. The purpose of the bank guarantee is to enable the Translation Centre to make good the failure if contractor does not fulfil obligations stipulated in the contract.

Another important fact is that the *“contract is governed by the law of the Grand Duchy of Luxembourg and any dispute between the Translation Centre and contractor or any claim by one party against the other under the contract which cannot be settled by the contracting parties out of court shall be brought before the courts of the Grand Duchy of Luxembourg.”*<sup>[9]</sup>

The two paragraphs about applicable law and jurisdiction are of a serious interest of each bank a contractor out of Luxembourg asks for the guarantee. It is likely that some banks are not willing to provide a guarantee because in case of this contract it would mean to hire a specialist on the Luxembourg law in case of any dispute.

Penalties are the last but not least important paragraphs stipulated in the draft contract. Penalties may be one of the main reasons a company interested in taking participation in a particular tender at initial stage will in the end decide for not participating. Fortunately, penalties in the contract for the trademark tender are not so unfavourable for contractors:

- *“Where the Contractor fails to perform the tasks assigned to him within the time allowed by the order form then, without prejudice to actual or potential liability incurred in relation to this contract or to the awarding authority's right to terminate the contract, he shall be required to pay the Translation Centre a penalty calculated at the rate of 10 % of the total amount to be paid for the assignment for the language combination concerned per calendar day of delay. The penalty is however, limited to 50% of the total amount due for the assignment.”*
- *In case of serious non-conformity of the target text which requires extensive correction by the Translation Centre's services, (including, but not limited to, omission of parts of the text for translation, serious terminological errors, and serious errors in presentation or format constituting failure to respect the instructions issued by the Translation Centre), and where such non-conformity of the target text is assessed by the Translation Centre, calculating on the same basis as that described in Article 5.1 for the purposes of calculating payment due, as representing more than 2% (two per cent) of the source text, the Translation reserves the right reserves the right to recover the costs in question at a rate representing 10% of the total amount invoiced. This rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.”<sup>[9]</sup>*

### **3.4 Effectiveness of taking participation analysis**

This step is crucial for a tenderer to be able to make decision whether to participate in the tender chosen or not. The most important goal of the analysis is to find out whether participation in the tender is worth investing time, financial, human and other resources needed to undergo the whole procedure. Every tenderer should ask themselves the following questions at least:

1. *Do I know the market and main competitors which most likely will participate in the chosen tender?*

This point goes of course together with successful operating of a company not only when taking participation in EU tenders but with successful operating in general. To be able to succeed within the particular industry you have to do your best to be informed about your competitors' short and long term strategies, price policies, quality standards etc. These aspects are crucial for elaborating an offer for EU institutions as

well but a fact that you are successful at local scale does not guarantee any probability of your success in EU tenders. Of course know-how is highly appreciated and is a big advantage but you have to take into consideration that needs, quality standards and price expectations may vary from those of your "normal" customers. Also your competitors can vary from those of your day to day business because not all of your local market competitors take participation in EU tenders, nor you have to know all your global competitors as for example in EU tenders you have to usually face to competition from the side of e. g. your suppliers. As a good example serves the fact that when a translation agency participate in an EU tender sometimes they have to compete with freelance translators.

On the other hand what really surprised me based on studying results of several tenders is a fact that number of tenderers whose bid was considered as valid and was evaluated is not so high. For example when EU bodies want to award 10 contracts sometimes the number of tenderers with valid bid does not even amount to the number of ten. For example in case of the trademark tender the number of offers received was 4 to 5 per lot and for English into Dutch lot only 3 offers were received.

2. *Do I know a legal environment applied for the chosen tender sufficiently?*

I am not of course going to list everything you have to consider when thinking about this point because this is so wide topic itself that it would be worth of another thesis. But what is very important is the contract - if a successful tenderer always comply with the contract they do not have to be afraid.

Sometimes even specifications refer to some general legal regulations so that tenderer has to study it through. One of the most important laws and regulations are for example:

- Directives 2004/17/EC and 2004/18/EC of March 2004 provides a legal framework for above threshold tenders for both tendering of public authorities and utilities authorities;
- COMMISSION REGULATION (EC, Euratom) No 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/ 2002 on the Financial Regulation

applicable to the general budget of the European Communities for participation in tenders published by EU bodies;

- *Zákon č. 40/2004 Sb., o veřejných zakázkách* for participation in tenders published by authorities in the Czech Republic etc.

3. *What are needs of the EU institution that published the tender and what service they await to be covered by the tender? Am I able to provide the EU institution that published the tender with the whole/part of the pack of services I would like to apply for?*

This is very particular question that has to be answered according to specifications to a particular tender. In case of the trademark tender translation/revision services from and into several languages are required but tenderers can participate in one, several or all lots what can be advantage as well as disadvantage. The less demanding the requirements are the more competitors can take participation.

4. *What is an estimated total value of the tender or the part of the tender I would like to apply for?*

Of course, this is very important question; because you spend much time on preparing the offer for EU institutions even when it is a tender of smaller size - there is always a lot of bureaucracy, indeed. General requirements usually remain the same or differ just a bit, however, the volume of time spent on preparing the offer depends mainly on the size of the tender and this relation is in direct proportion. When EU institutions plan to have translated really large volume of documents into all or many EU official languages they usually prefer to have it translated by an agency. There is one simple reason: it is easier to have a multi language vendor who is able to manage several/all language combinations required then to spend time sending e-mails to an individual translator for each language combination separately. They have to pay more in such a case but save bulk of work. Therefore EU institutions in such cases state a minimum number of language combinations a tenderer have to apply for. For them it is easier for a tenderer it is a challenge. But be sure you will be able to recognize a size of the tender even when there is no total value estimate.

5. *How long an offer elaborating would take and is there enough time provided by the EU institution that published the tender to elaborate the complete offer meeting all requirements described in specifications provided?*

For each tender preparation tenderers are usually given a 6 week period – sometimes it is really time consuming to comply with everything stated in the specifications. You can get your estimate of time needed to prepare the offer based on how much language combinations EU institutions require or how much documentation you have to submit (of course it depends on how many translator's CVs and proofing materials of experience and education you have to submit etc.). So for example for two language combination tender 6 weeks can be relaxing for tenderer, however when preparing an offer for a tender that covers say 10 or more language combinations you have much to do to be finished before the deadline and more people may be needed for the preparation than usual. Luckily, in the translation industry tenderers can use partially the same documentation for several tenders and this can be really helpful and time saving in some cases.

Contract notice for the trademark tender was published at TED on June 14, 2006 and the latest deadline for dispatch of bids was on July 31, 2006 so that tenderers were given the usual 6 week period for preparation. Time demandingness of this particular tender depended on how many lots tenderers decided to submit a bid for.

6. *Are conditions stipulated in the draft contract submitted by the EU institution that published the tender favourable for both sides or are they partially unfavourable for a tenderer or even are they mostly unilaterally favourable only for the EU institution that published the tender?*

For each tender published by an EU institution there is a draft contract available upon request for each tenderer who is interested in taking participation. Be sure to read it through because it can be a stumbling block. Usually the draft contract contains very similar information as stated in specifications but as it has been already mentioned before what you should focus on are penalties: penalties for a late delivery, delivery who does not comply with qualitative measures, penalties for violation of the contract, necessity of providing the awarding authority a bank guarantee etc. For details of

contractual conditions in case of the trademark tender see the chapter “Become familiar with draft contract”.

7. *Strengths and weaknesses of a translation agency in comparison with a freelance translator when taking participation in EU tenders*

Competition in translation industry is really strong because, literally said almost every translator runs her/his own business. So to have a look at strengths and weaknesses of a translation agency in comparison with a freelance translator when participating in EU tenders is very important for each tenderer that is a translation agency.

Of course prices a translation agency can offer are slightly (sometimes outstanding) higher than the ones of freelance translators, because a translation agency is an additional intermediary in the translating process and means additional costs incurred when managing projects, marketing activities etc.

The main advantage of agencies is that they can offer a package of services: translation + proofreading<sup>3</sup> or translation + independent review<sup>4</sup>; full service from translating through various reviews to DTP<sup>5</sup> works finalizing translation for printing. This strength flows from the fact that agency cooperates with a wide portfolio of suppliers able to perform various kinds of services. And from this advantage another one flows: as far as an agency cooperates with not only one but several translators and reviewers able to translate in a certain language combination they can offer ability to manage higher volumes a day than a sole freelance translator can. And this can be very important because sometimes tenderer gets additional plus points even for the capacity they have, of course, the higher the capacity the better.

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<sup>3</sup> Proofreading is understood as full grammatical and stylistic review of translation modifying the translated text to correspond with target language country/market habits and expectations. This service is always performed by a person with linguistic education in the target language.

<sup>4</sup> Independent review is check of appropriate terminology use and accuracy of translated text based on comparing the target text with the source original.

<sup>5</sup> DTP = desktop publishing = service used for graphic modification of translated catalogues, manuals, leaflets etc. with help of special desktop publishing software to correspond exactly with graphic used in original document (catalogue, manual, leaflet, poster etc.)

Some tenders require application for several language combinations and state a minimum limit of language combinations a tenderer have to apply for – this is a measure EU institutions apply to indirectly disqualify freelancers and translation agencies of a small size not able to carry out projects of large scope. In such cases EU institutions have to give up of very advantageous price offers from freelancers however this is worth of buying the whole package of services and managing huge projects from the beginning to the very end. However it is worth of the time you save when you do not have to be in touch with many suppliers for the reason of sharing each new instruction, additional reference material etc. with them. When EU institutions have a multi language vendor that is able to take care of the whole project they save bulk of time, work and money.

And the last but not least advantage of a translation agency in comparison with a sole freelance translator that comes to my mind is financial capacity. For huge tenders with high importance of deadlines that are governed even by law regulations there are not only unbelievable high penalties but also sometimes unbelievable high bank guarantees. In such a case not only freelance translators are disadvantaged but even small translation agencies.

### ***3.5 Elaborating of a detailed offer***

Having passed effectiveness of taking participation analysis and based on results finding out that a tenderer wants to participate in a particular tender they have to move to another step which is elaborating of a detailed offer. At this stage tenderers have to bear in mind that they will be judged solely on the content of the written offer submitted.

Offers for tenders EU institutions publish can be usually submitted in any of EU official languages but the offer cannot contain any grammar mistake, actually usually maximum of 5 mistakes are tolerated but no more; in fact it means that if your offer contains more than 5 grammar mistakes it is not consider as valid and is not included in evaluation process of tenderers.

Offer has to contain all required documents at least but it is only your advantage if you submit some other documents that can mean only an advantage for you in comparison with other tenderers.

Usually the required documentation divides into three main groups:

1. Proofing documents of non conformity with exclusion criteria
2. Documents proofing compliance with selection criteria
  - a) general information about tenderer
  - b) economic and financial capacity of tenderer
  - c) technical capacity
  - d) professional capacity
3. Documents used for evaluation of awarding criteria
  - a) likely quality of the service offered
  - b) price

#### 4.5.1 Proofing documents of non conformity with exclusion criteria

An exhausting list of the exclusion criteria that are applied for most tenders published by EU institutions is stated in chapter “Become familiar with specifications” point 10.

For each of the exclusion criteria tenderer has to submit as much documents that confirm non conformity with exclusion criteria as possible. Possibilities are as follows:

Tenderers shall be excluded from participation if:	Sufficient evidence
<p>a) <i>“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;</i></p>	<p><b>A recent extract from the judicial record</b> (recent is given by different periods depending on a kind of awarding authority, in general the recent document means issued not more than 3 to 12 months prior usually to the date for receipt of tenders).</p>
<p>b) <i>They have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;</i></p>	<p>If an agency is taking participation in a tender a legal representative of a company, company directors or any person with powers of representation, decision-making or control has to comply with this requirement and sufficient evidence is <b>a recent extract from a judicial record.</b></p>
<p>c) <i>They have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities financial interests;</i></p>	
<p>d) <i>They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes<sup>2</sup> in accordance with the legal provisions of the country in which they are established;</i></p>	<p>Participants from the Czech republic can submit a <b>confirmation from a tax office</b> (Finanční úřad ČR) <b>and The Czech Social Security Administration</b> (Česká správa sociálního zabezpečení). To get</p>

	<p>a confirmation from The Czech Social Security Administration is quite easy and is for free, however tax offices in the Czech Republic make problems – they take a month to give you the confirmation for which you have to pay CZK 300 per piece.</p>
<p>e) <i>They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;</i></p>	<p>Sufficient evidence for points e), f), g), h) and i) usually is a <b>sworn or solemn statement</b> made by a legal representative of company in front of a judicial or administrative authority or a notary <b>or declaration on honour</b>. A sample of the declaration on honour is usually provided as an annex to each specifications.</p>
<p>f) <i>They have been declared to be in serious breach of contract for failure to comply with their contractual obligations;</i></p>	
<p>g) <i>They are subject to a conflict of interests</i></p>	
<p>h) <i>They are guilty of misrepresentation in supplying the information required by the contracting authority or have failed to provide all the information requested.</i></p>	
<p>i) <i>The tenderer or any member of its staff (where applicable) is an official or other agent currently employed by an European institution or body or a former official or other agent of an European institution or body in receipt of a pension or a monthly allowance paid from the budget of an European institution or body.</i><sup>[3]</sup></p>	

After reading carefully the specifications to the trademark tender precise tenderer will submit the following documents:

1. an original or a certified copy of company's extract from the judicial record issued not sooner than before 12 months ago,
2. a confirmation from a tax office (Finanční úřad ČR) and The Czech Social Security Administration (Česká správa sociálního zabezpečení),
3. duly signed Annex 3 that is attached to the specifications. The annex has to be signed by a legal representative of company, in our case Managing Director. Usually non-certified signature(s) is(are) required, however, I recommend rather to ask the publisher for clarification.

#### ***4.5.2 Documents proofing compliance with selection criteria – general information about tenderer***

Possibilities of proving compliance with selection criteria - general information about tenderer are as follows:

<b>Establishment, status and legal form</b>	<b>Sufficient evidence</b>
<p><i>“a) Tenders must be nationals of a Member State of the European Union, or have their head office or domicile in a Member State of the European Union or of the European Economic Area, or in another state having concluded an agreement on public procurement for the same category of services with the European Communities, and furnish proof thereof in accordance with their national legislation.</i></p>	<p><b>VAT registration number, number of registration in a trade register, copy of acts of incorporation or constitution</b> are considered as sufficient evidence materials in this point. Specifications states that a tenderer should submit at least one of the above mentioned documents, however it is better to submit as much documents as possible.</p> <p>A document confirming that the person indicated is empowered to represent the company and act on its behalf. The best document to confirm this point is, in my</p>
<p><i>b) Tenderers must indicate their legal status</i></p>	
<p><i>c) Tenderers must indicate the name and the quality of the person(s) empowered to represent the tendering party or parties (in the event of a joint tender) and entitled to sign the contract if the offer is successful.”<sup>[3]</sup></i></p>	

	opinion, a recent extract from a trade register.
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To comply with the requirements given in the section 3.2. ASSESSMENT OF TENDERERS – SELECTION OF TENDERERS - Establishment, status and legal form in the specifications to the trademark tender you have to submit:

1. a kind of list created by tenderer (any special form is not required) and stating all required information about tenderer, i. e. VAT number, number of registration in a trade register, legal status. To make your bid well arranged you can add some further and important information that identify company such as registered address, contact address, telephone and fax number, bank details and names of legal representative of company and contact person); see Annex 4 page 11,
2. simple copy of acts of incorporation or constitution,
3. and again a copy (now just a simple one - not certified - is sufficient) of company's record in the trade register where the name of legal representative is indicated.

### 4.5.3 Documents proofing compliance with selection criteria – economic and financial capacity

Possibilities of proving compliance with selection criteria – economic and financial capacity are as follows:

Economic and financial capacity	Sufficient evidence
<p><i>“Tenderers must provide proof of their economic and financial standing by means of one or more documents.”<sup>[3]</sup></i></p>	<p>Possibilities are for example appropriate statement(s) from banks (for instance information about <b>status of your financial resources</b> on your/company’s bank account.</p> <p>Evidence of <b>professional risk indemnity insurance</b> - for example copy of the contract (for some tenders a minimum amount of the insurance is required).</p> <p><b>Balance sheets</b> for several years for which accounts have been closed (usually two last financial years).</p> <p><b>A statement of overall turnover</b> and/or turnover for the services covered by the contract for the period of several years, usual the last three financial years.</p>

To demonstrate your financial and economic capacity in case of the trademark tender you should submit the following documents:

1. copy of company's professional risk indemnity insurance; just a simply copy is sufficient in this case. Problem in this point could be with the insurance itself because a lot of insurance companies do not offer this kind of insurance for companies operating in translation industry and in the Czech Republic there is only one insurance company who offers this product;
2. simple copies of company's balance sheets for the period of the last two years;
3. a solemn statement of a legal representative about total turnover company gained during last three financial years and turnover company gained during last three financial years in the field the contract will cover. To comply with the latter requirement in the case of the trademark tender you have to state turnover for translation services from English into Romanian.

What is really important to mention in this point is that I have never succeeded in finding what figures your balance sheets should contain or what turnover you should have gained in the last three financial years not to be unsuccessful in this section. However, thinking about it probably you should have not gained lost in both last years; your credibility should be good, total turnover gained in the services covered by the contract should have probably been at least at the level required in case of translators/reviewers etc. but these are just my guesses.

#### 4.5.4 Documents proofing compliance with selection criteria – technical capacity

Possibilities of proving compliance with selection criteria – technical capacity are as follows:

Technical capacity	Sufficient evidence
<p><i>“Tenderers must demonstrate that they have an adequate technical infrastructure to enable them to carry out the work which will be provided under the contract.”<sup>[3]</sup></i></p>	<p>Usually a standardised form is provided by EU institutions containing a list of requirements on your technical infrastructure, in the field of translation industry technical infrastructure is understood mainly as hardware and software applications (standard ones and those special for translation industry, for example software localization products, CAT tools<sup>6</sup> etc.)</p>

Specifications to the trademark tender contained a special form (Annex 4 of the specifications) provided by The Translation Centre that had to be completed by tenderer. In this form you can see that some of the fields are mandatory (a sample of this form is attached to this thesis as Annex 4 pages 25 and 26, however it is blank because this document filled in is considered to be a susceptible one for ACP Traductera). It means that you have to state an affirmative reply to all these questions to gain the minimum level required in the section of technical capacity. If you fail to answer affirmative in the mandatory points or you answer at all your bid will not be evaluated and will be considered as unsuccessful.

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<sup>6</sup> The abbreviation CAT stands for "Computer Aided/Assisted Translation". A CAT-Tool is a software application, which helps to save time and costs in translation industry. This can be achieved by one function that enables the SW application to divide the text to be translated into segments (usually sentences) and translation of each separate segment is saved in a translation memory (that is created by CAT tool) and can be reused anytime exact or similar phrase appears in any other or even in the same text. Through special "fuzzy search" features the search functions of CAT tools even find segments which do not match 100 %. This saves a lot of time and effort and helps to make the translation terminologically consistent.

In the case of the trademark tender it was not so horrible because you have to comply only with the following criteria at least (of course the more you state the more favorable for you):

1. successful tenderer has to have an operating system
2. successful tenderer has to have MS Word 97 or later version for Windows
3. successful tenderer has to have Internet Explorer 6.0 or later version

**4.5.5 Documents proofing compliance with selection criteria – professional capacity**

Possibilities of proving compliance with selection criteria – professional capacity are as follows:

Professional capacity	Sufficient evidence
<p><i>“Tenderers must show that they have the professional competence to enable them to carry out the work which will be provided under this contract in accordance with the quality criteria stated.”<sup>[3]</sup></i></p>	<p>Sufficient evidence in this point differs from tender to tender depending on a type and range of services covered by the contract.</p> <p>Here you have opportunity e. g. to <b>describe your working methods</b> you would apply for the works under the current contract, present <b>organization structure of whole team</b> of translators, proofreaders, managers and technical or any other support, describe <b>any other qualitative measures</b> you would take to reach the highest possible quality of the services provided under the contract.</p> <p>Each tenderer has to remember that to make every piece of</p>

	<p>information relevant it has to be proved in a convenient way (for example level of education of each translator/proofreader has to be confirmed by <b>a copy of university diploma</b> or any other relevant certificate, the best way how to proof experience of tendered or translators and proofreaders is a <b>reference letter</b> from company's, proofreader's, reviser's clients etc.).</p>
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Professional capacity in the trademark tender is sufficient to be demonstrated by submitting:

1. means tenderer consider as suitable for showing that they have sufficient professional competence to enable them to manage the work assigned under the contract and in compliance with the quality criteria stated. Usually it is good to write down about tenderer's quality assurance measures, working methods and particular job processing most suitable for the jobs assigned under the contract paying particular attention to any special features the jobs may have, recruiting process of translators, revisers and any other suppliers, minimum requirements to translators and revisers, backup methods etc. In case of the trademark tender almost all the topics have to be quite exhaustively described in "Working methods and quality control questionnaire", however tenderer can still describe working methods they would apply for this particular tender (a sample text see attached to this thesis as Annex 4 page 28) which may be challenging for some tenderers because of Nemo - the CAT tool required for processing of work under the contract.
  
2. a detailed organisation chart – in the organisation chart you have to state the whole team that is supposed to take care of the jobs assigned to a successful tenderer under the contract, i. e. not only all translators and reviewers but any other people important in the job process like project managers, DTP specialists if required etc. For translators and reviewers tenderer has to supply details about their contractual status and lots they are supposed to take care of. You are also required to state details about educational

background, professional experience, responsibilities trainings of the managing staff are supposed to be stated also in the organisation chart. But to make the things clear and well arranged I think it is better to provide CVs of the managing staff separately as it is done also in case of translators and reviewers (Annex 5 of the specifications).

For purposes of the trademark tender the following team was suggested:

- All translators, Cristina Boguleanu, Aurora Conrad, Delia Georgescu, Sandu Bogdan and Ion Radoi comply with the requirement given, having a university degree and was the only one translators/revisers have to comply with.
- proofreader Rupert Haigh, university educated English native speaker, author of many books, professional in providing grammar and style proofreadings of English texts.
- Project Manager, me personally, to be in charge of the whole project, determinating project schedule, assigning source files to translators and proofreader, monitoring deadlines etc.
- IT Specialist, Lida Chroma highly experienced in managing SW demanding projects. Usually team for managing projects of such a size covered by the contract to the trademark tender consists of just 1 project manager and a team of translators and proofreaders. In this case I decided to include also ACP Traductera IT Specialist because as it was mentioned in the specifications to the trademark tender contractors will be required to work in a CAT tool in-house developed by EU bodies. It means that this CAT tool would be brand new for contractors and their teams so I expected a need of IT support.

3. completed “Working methods and quality control questionnaire” form – in case of the trademark tender you are required to answer the following questions:

- *„How do you handle peaks in workflow/temporary staff shortages?*
- *Describe your working methods, paying particular attention to how and when reference material is provided, how and when translations are checked by colleagues and/or experts, etc.*
- *How is feedback from the clients handled?*
- *Describe your backup methods, and make sure to mention how often (daily, weekly or monthly) you back up your files, and on what medium.*
- *Do you have any quality control measures not already mentioned?*

- *How are jobs assigned (e.g. do you have a ranking system according to qualifications, past experience with the company, etc., and how do you check availability, etc.) (if applicable)?*
- *What type of job-specific instructions and reference material are provided, and how (if applicable)?*
- *How is translation/revision staff recruited (if applicable)?*
- *What kind of training and/or general instructions does translation staff receive (if applicable)?*<sup>[4]</sup>

Tenderer should answer the above questions as briefly as possible, but on the other hand tenderer is also required to submit an offer based on which EU bodies will be able to evaluate tenderer's ability to successfully cover the services under the contract. Unfortunately I am not attaching any certain sample answers because these are considered to be a part of highly valuable know-how of ACP Traductera.

4. completed Annex 5 of the specifications – it is a standardised CV form for translators and reviewers that will take care of the jobs assigned under the contract. Again the more you/your translator/reviewer state in the CV form the better for all. Some information required in the CV form are highly sensitive (identification details of translators/reviewers) because people are one of the most valued assets in the translation industry, however, EU bodies are bound to consider not only the information in the CV forms but all the information your bid contains as confidential and are not allowed to contact any of your suppliers directly. The most important thing to be mentioned in this point is that all the CVs have to be signed by the translators/reviewer and have to be sent to EU bodies as originals. So each tenderer has to bear in mind that there is some time needed for postal delivery of the original CVs from translators/reviewers to the tenderer.
5. copies of translators' and reviewers' diplomas or other relevant certificates. Simple copies are sufficient and if the offer can be submitted in any of the EU official languages you do not have to translate them neither the other supporting documents.
6. Annex 6 of the specifications "Qualifications of translation team" – This is just a summary of what EU bodies can learn from the CV forms but serves to make your bid easy to be orientated in for the awarding authority and easily find the most important

facts for them. In this case if some of the translators/reviewers do not have the minimum level of education required they can immediately see in the Annex 6 without any detail investigation of CVs or diplomas that your bid cannot be considered as valid.

7. Annex 7 of the specifications “Experience of tenderer”. In the trademark tender the following translation experience of a tenderer is required:

*„The tenderer's translation experience into the target language for which the bid is made must be equivalent to at least 300 pages in the field of industrial/intellectual property (trademarks, patents or designs) (one page = 1,500 characters, excluding spaces)“<sup>[4]</sup>*

It means that annex 7 is again a summary of your reference and it has to be supported by e. g.:

- copies of detailed reference letters from you clients. Detailed means that the reference letters should contain at least name and contact details of your client and name of the referee person, language combination(s), field of expertise and volume of work tenderer took care of and of course signature, stamp and a date.
- copies of invoices you issued to your clients for the completed jobs. Invoices should be as detailed as possible and should contain at least information listed above. If invoices do not contain at least this information reference letters or any proofing documents have to be annexed to the invoices. It means that the best way how to proof tenderer's experience are reference letters containing at least the required information. Usually just simple copies not originals are required. On the other hand one can be afraid of disclosing prices they charge to their clients, however, this is usually quite faint as far as having analysed prices EU bodies are usually offered I guess that these prices are usually lower than the ones suppliers charge to their clients from business sphere.

ACP Traductera bid did not contained copies of invoices for RO-EN lot but just reference letters from clients to prove its experience:

<b>Reference(s) from clients</b>	<b>Subject matter</b>	<b>Number of pages</b>
Astra Zeneca	law	90
BMA	law, patents	10
KIA	law	35
MARSH	patents	150
RUBRICA Creative	intellectual property	50
Kappa	law	5

Possible problems tenderers will probably face are with availability and willingness of suppliers for providing all the required documentation and of clients for providing reference letters within the timeframe given. In general the better and more experienced translators tenderer has the less is their willingness to participate in EU tenders. The reason is very simple: commercial projects are financially more attractive for translators than EU projects or any other projects that are subject to a public procurement.

#### ***4.5.6 Documents used for evaluation of awarding criteria – likely quality of the service offered***

This point differs from tender to tender. Most usual evaluation criteria in this point are for example: number of language combinations tenderer is able to cover, quality of control procedures, working methods, technical support and equipment, methods of recruitment process of translators/revisers etc.

In case of the trademark tender the quality evaluation criteria were as follows:

A) <b><u>Likely quality of the service offered</u></b> (weighting 60% in the quality-price ratio) will be evaluated in the light of:	Sufficient Evidence
<p>- <u>Technical merit of the service offered</u>, paying particular attention to:</p> <ul style="list-style-type: none"> <li>Ø Quality control procedures, working methods (max. 25/100 points)</li> <li>Ø The use of direct (non-relay) translation (max. 15/100 points)</li> </ul> <p>- Translation capacity in the various language combinations and the breadth of the tenderer's language coverage (<b>35/100 points</b>)</p>	<p><b>Description from the tenderer</b> + <b>Annex 8</b></p> <p><b>Annex 2</b></p>
<p>- <u>Technical assistance</u> (25/100) : Technical assistance and the know-how to be used in the execution of this contract, in particular equipment (hardware), possession of and familiarity with the use of translation tools (translation memory software and interactive terminology databases)</p>	<p><b>Annexes 4 &amp; 9</b></p>

Source: CALL FOR TENDERS Reference TM06/0104/SCRO SPECIFICATIONS. 16.06.2006.

Some of the possible reasons of deducting number of points from tenderer's total score may be for example:

- missing reference,
- claims not supported by proofs (e. g. if in a description of quality assurance methods tenderer states any general rule they apply they should prove it even for the particular job processing),
- missing dictionaries; it means that if there is any official dictionary of either body that published the tender or any other official dictionary that is supposed to be used (but unfortunately this most likely is not written anywhere) tenderer should include it into their list of dictionaries. Otherwise, evaluation committee may deduct some penalty points.

#### 4.5.7 Documents used for evaluation of awarding criteria – price

Price usually has to be expressed in a special form provided by EU institution that publishes the tender (you can find it usually as an annex to the specifications of a particular tender). All EU institutions are free of taxes therefore a tenderer has to state the price without taxes. The price is usually required to be expressed for one standard page which is understood as 1,500 characters excluding spaces and has to cover all expenses incurred by tenderer under providing of the services covered by the contract. To take price into consideration when evaluating an offer the formula stated in the chapter “Become familiar with specification” of this thesis point 13 is usually used and price usually weights 40%.

In case of the trademark tender the following price requirements were published:

#### **B) Price per lot of standard page (weighting 40% in the quality-price ratio)**

- The tender or **price offer** must be inclusive of all costs (management, secretariat, salaries, social security payments, office expenses, insurance, communications, handling and delivery of texts, access to terminology and documentary databases etc.), exclusive of all taxes, duties, and dues<sup>4</sup>. It must be expressed in euro (EUR) per standard page of 1500 characters (excluding spaces) in the source language.
- This price may vary from one lot to another.

Source: CALL FOR TENDERS Reference TM06/0104/SCRO SPECIFICATIONS.  
16.06.2006.

Probably it would be suitable to list several pieces of advice regarding the prices (e. g. how to calculate the most competitive price for EU bodies for a certain type of service/language combination/field of expertise), however, there are a lot of factors that influence tenderer’s decision including tenderer’s direct costs on the service offered. The only useful advice that comes to my mind is that to be able to have a better estimate tenderer can have a look at some previous contract award notices that contains also information about minimum and maximum price offered. This may help but just a bit because the range of the prices is usually quite wide (e. g. EUR 19 was the minimum price offer and EUR 55.28 the maximum in case of RO-EN lot of the trademark tender).

Furthermore in the specifications to the trademark tender there can be found that “*tenders with less than 60 points out of a perfect score of 100 points will be considered to be of an unacceptably low quality and will not be evaluated any further. ... Contracts will be awarded on the basis of the economically most advantageous tender in the light of the award criteria, i.e. the quality-price ratio.*”<sup>[4]</sup> (the same as mentioned in the chapter “Become familiar with specifications” point 13). „*Bids will be valid for a period of 12 months from the final date for the receipt of tenders. If the period of validity of the offer expires before the award procedure has been completed, conclusion of the contract shall be subject to the tenderer’s agreement in writing.*”<sup>[4]</sup>

Average prices for translation of 1 page are according to the statistics of The Translation Centre as follows:

Year	1999	2000	2001	2002	2003	2004	2005
Translation price per page	€79	€79	€77	€78	€77.5	€79	€80.5

Source: TRANSLATION CENTRE FOR THE BODIES OF THE EUROPEAN UNION. *Activity Report for 2005.*

The range of prices in the case of the Romanian into English lot (EUR 19 - 55.28) does not even reach and is far below the above mentioned average prices. The main reason is that in general prices for translations from/into languages of Eastern Europe are much lower than the ones in Western Europe. In general the highest prices for translation services are in the Northern European countries (Sweden, Finland etc.).

### **3.6 Others**

Do not consider the specifications to be an exhaustive list of everything tenderer should submit. If a tenderer can submit anything else that will be only for their profit the best is to make use of this chance. Submitting of any certificates (memberships in various professional associations) or certifications (ISO, EN 15038<sup>7</sup> etc.) is for good of tenderer (see for example GALA<sup>8</sup> certificate of ACP Traductera at 30th page of Annex 4).

### **3.7 Do not forget about FAQ list**

For purposes of each tender a list of frequently asked questions is published to enable all tenderers to have a right for accessing the same volume of any additional information provided by the authority upon requests of other tenderers. The FAQ list can be usually found at an official website of the authority or is sent via e-mail or fax to tenderers who asked for specifications and other documents published for the purposes of the current tender. Usually the FAQ list is just a simple list of exact questions of a tenderer (without their identification) and an exact answer the tenderers were provided. It is strongly recommended to read through the FAQ list because sometimes really important additional information can be found in and it may happen that if your offer will not comply even with this additional information contained in the FAQ list it may be refused or not be considered as valid.

In case of the trademark tender tenderers asked only for clarification of things that were quite clear from the Specifications that's why I think it is not necessary to annex the trademark tender FAQ list to the thesis.

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<sup>7</sup> The EN 15038 European Quality Standard for Translation Services is „the first European standard to set out the requirements for the provision of quality services by translation service providers”. “The purpose of this European standard is to establish and define the requirements for the provision of quality services by translation service providers.”<sup>[2]</sup>

<sup>8</sup> “The Globalization and Localization Association (GALA) is a fully representative, non-profit, international industry association for the translation, internationalization, localization, and globalization industry. The association gives members a common forum to discuss issues, create innovative solutions, promote the industry, and present a joint - and more powerful - voice within the industry and to the outside community.”<sup>[13]</sup>

### **3.8 *Watching out the evaluation process***

The evaluation process takes some 4-6 months from the date that is the last for submitting offers. The length can be of course shorter or even longer depending on needs of the authority that publishes a tender.

Shortly after the submitting opening of bids follows. Taking participation in opening offers can give you a competitive advantage mainly if the selection procedure includes an open dialogue because in such a case you are invited to defend your offer and discuss prices offered (of course the authority is trying to get the lowest possible price). At the opening of bids you will learn names of your competitors at least and sometimes this can help very substantially. Probably you can already estimate their strategy from previous contact and this can help to modify your negotiation strategy accordingly. The opening of bids usually take place in the main seat of the authority, so for example when submitting an offer for the Translation Centre you will most likely have to travel and incur travel expenses and other related costs on journey to Luxembourg.

Whenever during the evaluation process tenderers may be asked to provide any additional documentation that the authority considers to be essential for their decision. For example in the specifications you may be required to submit only copies of some documents however if the authority is not sure they may ask you for sending originals. Usually they want tenderers to send the missing documents first via fax by return and via postal service as well within usually 7 working days at the latest.

After the evaluation tenderers are informed whether their offer was evaluated as successful or unsuccessful. Sometimes only successful tenderers can be informed. Main reasons of evaluating an offer as unsuccessful are:

- a) the offer is not the most economically advantageous,
- b) tenderer did not sufficiently proofed ability to carry out the contract,
- c) bid contained more than 5 grammar or spelling mistakes etc.

If your offer is evaluated as unsuccessful for any reason you can submit a claim, so sometimes it may happen that your claim is considered as justified if you submit enough explanations. Of course EU institutions have certain time to deal with claims from all unsuccessful

tenderers, usually it is 30 day long period. But do not miss this chance because in EU institutions merely people like any other work and they can do a mistake as well as anybody else. If the reason for unsuccessfulness was that the tenderer's bid had not been of the best quality-price ratio unfortunately the tenderer can do merely nothing because their bid complied with all requirements but most likely the price offered was too high. And the only solution would be changing the price offer, particularly cutting the prices offered, however, this would be a substantial change in the offer after the evaluation process and this is not allowed.

Till you have a contract signed by the authority, nothing is definitive and that's because of the claims. Say for example EU institution select 3 tenderers for a certain contract and they are informed about results just like the other unsuccessful tenderers are. Then a claim of for example one unsuccessful tenderer is considered as justified and if the quality economy ratio of this tenderer is better than the one of at least one of previously selected three tenderers their order change and in the end only three are offered the contract. It means that in such a case at least one of the initially selected tenderers is not offered contract in the end. For this specific reason contract award notice (annex 5 of the thesis) is published not sooner than after the period for raising the claims is over.

### **3.9 Contract**

If you are a successful tenderer you will be offered a contract in the final stage of the selection process. The text of the contract should not differ from the one in the draft contract. All the important facts about the contract to the trademark tender have already been mentioned and described in the chapter "Become familiar with draft contract".

What was happening in this phase in case of the trademark tender is that we received two pieces of contract sent via regular mail and we were supposed to sign it. However, before signing and sending the two pieces of contract back each successful tenderer had to provide The Translation Centre with a bank guarantee of EUR 10,000 because the letter of guarantee had to be annexed to the signed contract.

Be prepared that the bank you ask for the bank guarantee will evaluate mainly your (in)solvency, experience in the field that is subject to the contract (in our case providing of

translation services), dependence on your main clients etc., will ask for account sheets and any other documents required for evaluating the above mentioned and other factors that may affect quality of tenderer's services and consequently lead to the bank's liability to answer for tenderer's damage.

When everything is ready there is a necessity to sign and send both pieces of the contract to the awarding authority to the address stated in the cover letter to which the contract was annexed. One piece will be sent to the tenderer by return.

## **4 Job processing**

Before the job processing itself starts it is recommended to organize an initial training for translators, reviewers and project managers.

### ***4.1 Initial Training***

The most important task is to prepare and train sufficient number of human resources. Possible problems flow from the fact that sometimes tenderers are not given any certain volume of work they may be assigned even neither an estimate. So everything is based just on tenderer's experience and if they find out that there is lack of resources trained for the EU jobs they have to solve the situation on an operational basis.

However, though all the contractors are bound not to use any other suppliers than those whose documentation was submitted there is always a possibility to add new members to the team (you never know what can happen, some of your suppliers may stop working as a translator/reviewer, get pregnant etc.). Of course, for each new member of the team contractor has to submit the same kind of proofing documents as for the previous ones and the new translator/reviewer has to comply with all requirements that were stipulated in specifications. Then it is up to the committee whether they agree or not with using the suggested translator/reviewer for the jobs covered by the contract.

What everything should be the training focused on?

1. conditions of the contract,
2. CAT tool or any other special SW that is required by the authority,
3. terminology resources,
4. any other instructions the authority releases.

The main trainee should be an EU tender specialist or a member of a team of EU tender specialists (in case of large companies) because this is the person/these are the people who had been in touch with EU bodies till the contract awarding and should be the most informed ones and most suitable for this position. In case such as the trademark tender where a new software application is required help of an IT specialist during the initial training may be needed. Participants of the initial training should include all members of the team which will take care of the jobs under the contract, i. e. translators, reviewers, project managers and

others if applicable. Of course, a content of the initial training differs with the target group - translators/reviewers are given and stress different information than project managers.

The training for project managers should contain such information as follows:

1. definitions of individual services covered by the contract,
2. list of suppliers whose documentation had been submitted to the client,
3. price conditions agreed with client as well as with suppliers,
4. special features of invoicing procedure required by client,
5. contractual penalties and conditions upon which tenderer may be penalized,
6. any other important information that flows from the contract.

Content of a training ACP Traductera organized for translators/reviewers for trademark tender is attached to this thesis as Annex 6.

The initial training in case of the trademark tender had to contain also information about NEMO – a CAT tool developed by EU in-house. The Translation Centre provided training in the use of the software. It was one day session which took place in Luxembourg and a high percentage of costs tenderer's incurred was reimbursed by The Translation Centre upon request by filling an application form in and submitting all required documents. Three attendants per tenderer were allowed to participate in the training so that additional training for the rest of the ACP Traductera team had to follow. This part of the training was organized by creating a guide book containing instructions for installing NEMO and the most basic and useful steps in this software for translators and reviewers. The guide book was resent to all translators and reviewers and then an e-mail and phone assistance followed in case of problems. The Translation Centre also provides tenderers with help-desk assistance, where requests are relevant, and the timeframe is reasonable.

#### **4.2 Process of assigning jobs in the Translation Centre**

Managing contacts with external translators is in charge of the External Translation Group which is a kind of division of the Centre. Its main tasks are as follows:

- *“distribution of the work to the external translators, either by using a list of contractors compiled from calls for tenders, or by drawing on its records for work assigned under special contracts;*
- *provision of terminological support and reference material to external translators when they have questions about their work;*
- *reception of the external translations and preparation of these for revision by the Translation Section;*
- *initiating procedures for and monitoring of translations deemed to be unsatisfactory or outstanding, in cooperation with the internal Reranking Committee and the Interinstitutional Committee for the quality assessment of external translations.”*

Communication with the Translation Centre is realized mainly via e-mail. In case of the trademark tender The Translation Centre receives texts for translation each Sunday and they take time till Tuesday for doing pre processes on their side (evidence, analysis of the texts etc.). On Tuesday the texts are distributed to contractors via an electronic document management system taking into consideration their capacity and current score and tenderers receive job assignments. A coordinator is appointed for each client agency/institution of the Translation Centre. Coordinators are responsible for advising reference documents and reference material and liaise with their respective agency on questions of terminology or specific translation difficulties.

Tenderer(s) receive(s) an e-mail with the text for preview and with information about the job including language combination, deadline, field of expertise and reference materials. They have to confirm acceptance or refusal (if possible according to the contractual conditions) as soon as possible. The deadlines requested by The Translation Centre are firm and binding and cannot be usually prolonged even upon tenderer's request prior to the acceptance of the job.

Documents are usually produced in MS Word format and translations should be delivered in the same format. If not, the document(s) are returned to tenderer(s) for immediate reformatting. If a translation of .html and .xml files is required, Trados TagEditor must be

used. Tenderers should not accept job if they do not have this tool at their disposal. Formatting of the translated text should be identical with original, i.e. including tables, charts, etc. Translation of a source text in .pdf format must be returned in .doc format, and translation of originals in .html and .xml formats must be delivered in a .ttx file.<sup>[5]</sup>

The Translation Centre is allowed to take time till next Monday for delivery of the translations that's why all the deadlines will correspond with this requirement taking into consideration the fact that each translation is reviewed also internally and delivery follows not sooner than this process is completed.

Deadlines have to be respected strictly and if a tenderer foresee any delay, due to exceptional circumstances (for example problems with the original, illness, etc.), The Translation Centre must be informed immediately.<sup>[5]</sup>

### 4.3 CDT freelance webiste

Starting 18 September 2006 standard reference documents have not been sent by e-mail any longer with translation requests. The standard reference materials of The Translation Centre are currently available on the freelance website at <http://freelance.cdt.europa.eu>. That's why tenderers that are not freelance translators but translation agencies should include this website into the list of reference links and inform their translators.

The screenshot displays the 'Reference documents' page on the CDT freelance website. The page features a blue sidebar with navigation links: Home Page, Guidelines, Reference documents, Useful links, Framework contractors, Freelance Newsletter, and FAQ. The main content area has a header with the CDT logo and navigation links: CdT, Search, Contact, Site Map, and Disclaimer. Below the header, there is a section titled 'Reference documents' with a printer icon. This section includes 'General instructions' and 'Standard reference documents', both with language selection buttons (es, ca, da, de, et, en, fr, it, lv, lt, hu, nl, pt, pl, sk, sl, fi, sv). The 'Standard reference documents' section lists various European Agencies and their corresponding document links, such as AESA (European Aviation Safety Agency), AFSM (European Maritime Safety Agency), AESS (European Agency for Safety and Health at Work), AFF (European Railway Agency), CDT (Translation Centre for the Bodies of the European Union), CEDEFOP (European Centre for the Development of Vocational Training), CEPICM (European Centre for Disease Prevention and Control), CEPOL (European Police College), COUR (European Court of Auditors), EACEA (Education, Audiovisual and Culture Executive Agency), EAR (European Agency for Reconstruction), EEA (European Environment Agency), EFIL (European Foundation for the Improvement of Living and Working Conditions), EFSA (European Food Safety Authority), EMA (European Medicines Agency), ENISA (European Network and Information Security Agency), ETF (European Training Foundation), EUMC (European Monitoring Centre on Racism and Xenophobia), EUROJUST (Eurojust), EUROPOL (European Police Office), FRONTEX (European Agency for the Management of Operational Cooperation at the External Borders), GSA (European GNSS Supervisory Authority), DCVV (Community Plant Variety Office), OEDT (European Monitoring Centre for Drugs and Drug Addiction), OHMI (Office for Harmonisation in the Internal Market (Trade Marks and Designs)), OMBUDSMAN (European Ombudsman), and PHEA (Executive Agency for the EU Public Health Programme). At the bottom, there is an 'Interinstitutional Style Guide' section with language selection buttons (es, da, de, et, en, fr, it, nl, pt, fi, sv).

Source: CDT - Reference documents 2006.

The most important parts of the website are:

1. Guidelines – here the most important general instructions (e.g. importance of meeting deadlines, contact details, information about the latest news/changes in the process/requirements etc.) can be found
2. Reference documents – this is the most important part for translators and reviewers as far as here can be found all the binding reference materials ever published (templates of various documents, official translations of various documents etc.). The reference documents are divided by clients of The Translation Centre such as European Aviation Safety Agency, European Agency for Safety and Health at Work, European Court of Auditors etc. For details see the above screenshot of the CDT website.
3. Framework contractors – here contractors can find information about all the contracts under which they currently provide services for The Translation Centre, language combinations they cover, their current position among other contractors etc.

#### ***4.4 In-house evaluation of translations by EU institutions***

After receiving the translations from the contractors The Translation Centre reviews them in-house, also evaluates them and decides whether they are of unacceptable poor, standard or outstanding high quality. The Translation Centre establishes quality assessment sheets regularly. Sometimes the assessment sheets are considered to be internal documents and contractor is sent just a short feedback from the Translation Centre reviewer in a form of just few sentences or sometimes assessment sheets themselves are sent to the contractors as a feedback. The quality level of each translation delivered can affect the current position of a contractor among other contractors as described in the chapter “Become familiar with specifications” point 3.

If a translation is evaluated by the Translation Centre reviewer to be of poor quality further checks by Reranking Committee have to follow. The internal Reranking Committee consists of two translators, the head of the Central Planning Section, the head of the Quality Management Section and the coordinator of the External Translation Group. This Committee checks all translations that have been evaluated by a first reviser as of particularly good or bad quality.

## **Conclusion**

In this thesis I tried to answer the most usual questions for the first time tenderers. All the above described problems are the ones I myself had to face when preparing ACP Traductera for the first tenders the company applied.

Why do I believe that the above described solutions and processes we applied in ACP Traductera are the right ones? Well, till now ACP Traductera has submitted a bid for several lots in 3 tenders and was awarded a contract for each of these three tenders at least partially, it means at least for one lot per tender.

However, the example of the trademark tender used was of a pretty small scope and a lot of further problems that may be more demanding may arise in connection with tenders of larger scope. Such tenders are a challenge for finding the most sophisticated solutions, require teams of several people for preparation experienced in the given field and last but not least sometimes really high financial capacity of tenderer (because for huge tenders with high importance of deadlines that are governed even by law regulations there are not only unbelievable high penalties but also sometimes bank guarantees amounting to more than million of EUR required).

To be frank in the course of time I think there are at least few things to make better even though the submitted bid for the trademark tender was successful. One very important thing is to make bids in compliance with EN 15038 European Quality Standard for Translation Services. As it was already mentioned the main purpose of this standard is to unify terminology and processes applied in providing translation services (the standard does not apply to interpreting services) and it first saw the light of day in 2006, quite a short time ago. The truth is that the procedure suggested in ACP Traductera bid for trademark tender does not perfectly comply with this standard. The main discrepancy is that grammar and style proofreading is not compulsory practise within translation process but on the other hand the translation process should necessarily include revision (=independent review in the meaning of definition cited in chapter “Effectiveness of taking participation analysis”).

But now after having read the whole thesis let's think a while once again about reasons why it is favourable either for companies or individuals to participate in EU tenders. The first reason ever mentioned in this thesis was increasing of sales and market share. Yes, this is still truth but don't you think that the process of selection is so demanding that it is worth being proud to be one of the official suppliers for European Union? Why not to use it for marketing purposes and release news about it. Successfulness in EU tenders does bring prestige mainly in the eyes of those who ever tried to submit a bid for EU bodies. But again, be very careful and read through all the contractual conditions first. Sometimes any promotion is forbidden like it is stipulated for example in contract to the tender BG-EN/2006/EU:

*“The contractor may not draw attention to his contractual relations with the European Parliament in correspondence with third parties or in any other published document or message broadcast on radio or television for advertising or commercial purposes without the prior written authorisation of the European Parliament.”*<sup>[12]</sup>

I do believe that careful readers now have a better idea of what EU tenders are and the best would be if my thesis help tenders to decide whether to participate in some or not, whether it would be profitable decision for them. And let's hope that for those who will decide to participate this thesis will serve as a guide for the very first steps in the field of EU tenders.

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## **Table of Annexes**

All below listed annexes are accessible in electronic format at CD-ROM attached at the last page of the thesis.

Annex 1	Contract notice to the trademark tender
Annex 2	Specifications to the trademark tender
Annex 3	Draft contract to the trademark tender
Annex 4	ACP Traductera bid for the trademark tender
Annex 5	Contract award notice to the trademark tender
Annex 6	Initial training for translators

# **Annex 1**

**L-Luxembourg: TM06/0104/SCRO**

**2006/S 111-118187**

**Contract notice**

**Section I: Contracting authority**

**I.1) Name, addresses and contact point(s):**

Translation Centre for the Bodies of the European Union, Nouvel Hémicycle, niveau -4, 1 rue du Fort Thüngen, L-1499 Luxembourg-Kirchberg. E-mail: [tenders@cdt.eu.int](mailto:tenders@cdt.eu.int).

**Internet address(es):**

General address of the contracting authority (URL): [www.cdt.eu.int](http://www.cdt.eu.int).

Address of the buyer profile (URL)

**Further information can be obtained from:**

Translation Centre for the Bodies of the European Union, Legal Affairs Section, attn. Mr N. Sousa, Nouvel Hémicycle, niveau -4, 1 rue du Fort Thüngen, L-1499 Luxembourg-Kirchberg. E-mail: [tenders@cdt.eu.int](mailto:tenders@cdt.eu.int).

**Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:**

Translation Centre for the Bodies of the European Union. E-mail: [tenders@cdt.eu.int](mailto:tenders@cdt.eu.int).

**Tenders or requests to participate must be sent to:**

Translation Centre for the Bodies of the European Union, Legal Affairs Section, Nouvel Hémicycle, niveau -4, 1 rue du Fort Thüngen, L-1499 Luxembourg-Kirchberg. E-mail: [tenders@cdt.eu.int](mailto:tenders@cdt.eu.int).

**I.2) Type of the contracting authority and main activity or activities:**

European institution/agency or international organisation.

The contracting authority is purchasing on behalf of other contracting authorities: no.

**Section II: Object of the contract**

**II.1) Description**

**II.1.1) Title attributed to the contract by the contracting authority:**

TM06/0104/SCRO.

**II.1.2) Type of contract and location of works, place of delivery or of performance:**

Services.

Service category No 27.

Main place of performance: On the premises of the contractor.

**II.1.3) The notice involves:**

The establishment of a framework agreement.

**II.1.4) Information on framework agreement:**

Framework agreement with a single operator.

**II.1.5) Short description of the contract or purchase(s):**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Czech, Estonian, Hungarian, Latvian, Lithuanian, Maltese, Polish, Slovak, Slovene, English and Dutch.

**II.1.6) Common procurement vocabulary (CPV):**

74831300.

**II.1.7) Contract covered by the Government Procurement Agreement (GPA):**

No.

**II.1.8) Division into lots:**

Yes.

**II.1.9) Variants will be accepted:**

No.

**II.2) Quantity or scope of the contract****II.2.1) Total quantity or scope:**

See tender specifications.

**II.2.2) Options:**

No.

**II.3) Duration of the contract or time-limit for completion:**

Duration: 12 months from the award of the contract.

**Section III: Legal, economic, financial and technical information****III.1) Conditions relating to the contract****III.1.1) Deposits and guarantees required:**

Successful tenderers will be required to provide the Translation Centre with a bank guarantee or an equivalent means of security of EUR 10 000.

**III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them:**

See specifications and draft contract.

**III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:**

See specifications.

**III.1.4) Other particular conditions to which the performance of the contract is subject:**

Yes.

See specifications.

**III.2) Conditions for participation****III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:**

Information and formalities necessary for evaluating if requirements are met:

Information on legal status (see specifications).

**III.2.2) Economic and financial capacity:**

Information and formalities necessary for evaluating if requirements are met:

Tenderers must provide evidence of their financial and economic standing.

Minimum level(s) of standards possibly required:

See specifications.

**III.2.3) Technical capacity:**

Information and formalities necessary for evaluating if requirements are met:

Tenderers must show that they have the adequate technical and professional capacity to enable them to carry out the work which will be given under this contract.

Minimum level(s) of standards possibly required:

See specifications.

**III.2.4) Reserved contracts**

**III.3) Conditions specific to services contracts**

**III.3.1) Execution of the service is reserved to a particular profession:**

No.

**III.3.2) Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service:**

Yes.

**Section IV: Procedure**

**IV.1) Type of procedure:**

Open.

**IV.2) Award criteria:**

The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document.

**IV.2.2) An electronic auction will be used:**

No.

**IV.3) Administrative information**

**IV.3.1) File reference number attributed by the contracting authority:**

TM06/0104/SCRO.

**IV.3.2) Previous publication(s) concerning the same contract:**

No.

**IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document:**

Time-limit for receipt of requests for documents or for accessing documents: 25.7.2006.

Payable documents: no.

**IV.3.4) Time-limit for receipt of tenders or requests to participate:**

31.7.2006.

**IV.3.6) Language(s) in which tenders or requests to participate may be drawn up:**

Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovene, Spanish and Swedish.

**IV.3.7) Minimum time-frame during which the tenderer must maintain the tender:**

Duration: 12 months from the date stated for receipt of tender.

**IV.3.8) Conditions for opening tenders:**

11.9.2006.

Place: Translation Centre for the Bodies of the European Union, Bâtiment Euroforum, Meeting room No 2169, 5 rue Robert Stümper, L-2557 Luxembourg.

Persons authorised to be present at the opening of tenders: yes.

One representative per tenderer. Said person must present his authorisation from the tenderer.

**Section VI: Complementary information****VI.1) This is a recurrent procurement:**

No.

**VI.2) Contract related to a project and/or programme financed by EU funds:**

No.

**VI.3) Additional information****VI.4) Procedures for appeal****VI.4.2) Lodging of appeals:**

See VI.4.3).

**VI.4.3) Service from which information about the lodging of appeals may be obtained****VI.5) Date of dispatch of this notice:**

2.6.2006.

**Annex B — Information about lots**

Lot No 1

Translation from Romanian into Czech

**1) Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Czech.

**2) Common procurement vocabulary (CPV):**

74831300.

**3) Quantity or scope****4) Indication about different date for duration of contract or starting/completion****5) Additional information about lots**

Lot No 2

Translation from Romanian into Estonian

**1) Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Estonian.

**2) Common procurement vocabulary (CPV):**

74831300.

- 3) **Quantity or scope**
- 4) **Indication about different date for duration of contract or starting/completion**
- 5) **Additional information about lots**

Lot No 3

Translation from Romanian into Hungarian

- 1) **Short description:**  
The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Hungarian.
- 2) **Common procurement vocabulary (CPV):**  
74831300.
- 3) **Quantity or scope**
- 4) **Indication about different date for duration of contract or starting/completion**
- 5) **Additional information about lots**

Lot No 4

Translation from Romanian into Latvian

- 1) **Short description:**  
The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Latvian.
- 2) **Common procurement vocabulary (CPV):**  
74831300.
- 3) **Quantity or scope**
- 4) **Indication about different date for duration of contract or starting/completion**
- 5) **Additional information about lots**

Lot No 5

Translation from Romanian into Lithuanian

- 1) **Short description:**  
The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Lithuanian.
- 2) **Common procurement vocabulary (CPV):**  
74831300.
- 3) **Quantity or scope**
- 4) **Indication about different date for duration of contract or starting/completion**

5) **Additional information about lots**

Lot No 6

Translation from Romanian into Maltese

1) **Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Maltese.

2) **Common procurement vocabulary (CPV):**

74831300.

3) **Quantity or scope**

4) **Indication about different date for duration of contract or starting/completion**

5) **Additional information about lots**

Lot No 7

Translation from Romanian into Polish

1) **Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Polish.

2) **Common procurement vocabulary (CPV):**

74831300.

3) **Quantity or scope**

4) **Indication about different date for duration of contract or starting/completion**

5) **Additional information about lots**

Lot No 8

Translation from Romanian into Slovak

1) **Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Slovak.

2) **Common procurement vocabulary (CPV):**

74831300.

3) **Quantity or scope**

4) **Indication about different date for duration of contract or starting/completion**

5) **Additional information about lots**

Lot No 9

Translation from Romanian into Slovene

1) **Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Slovene.

2) **Common procurement vocabulary (CPV):**

74831300.

3) **Quantity or scope**

4) **Indication about different date for duration of contract or starting/completion**

5) **Additional information about lots**

Lot No 10

Translation from Romanian into English

1) **Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into English.

2) **Common procurement vocabulary (CPV):**

74831300.

3) **Quantity or scope**

4) **Indication about different date for duration of contract or starting/completion**

5) **Additional information about lots**

Lot No 11

Translation from Romanian into Dutch

1) **Short description:**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Dutch.

2) **Common procurement vocabulary (CPV):**

74831300.

3) **Quantity or scope**

4) **Indication about different date for duration of contract or starting/completion**

5) **Additional information about lots**

## **Annex 2**

# CALL FOR TENDERS

Reference TM06/0104/SCRO

## SPECIFICATIONS

# 1. INFORMATION ON THE INVITATION TO TENDER

## 1.1. SUMMARY

Publishing authority	Translation Centre for the Bodies of the European Union (hereinafter referred to as "the Translation Centre")
Purpose	Conclusion of framework contracts for the translation <b>from Romanian</b> of standardised technical texts in the industrial/intellectual property field
Lots	This call for tenders is divided into 11 lots
Contract	Framework contracts; one for each lot
Duration of the contract	1 year, with three possible extensions of one year each
Places of performance	Premises of the contractor
Variants	Not permitted
Joint offers	Permitted

## 1.2. PURPOSE

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from **Romanian** into Czech, Estonian, Hungarian, Latvian, Lithuanian, Maltese, Polish, Slovak, Slovene, English and Dutch.

## 1.3. DIVISION IN LOTS

This call for tenders is divided into 11 lots, one for each target language.

Tenders must be submitted for one, several or all lots. Largest language coverage will be considered an asset.

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

Source language	Minimum translation capacity in pages/day
Romanian	4

Each lot constitutes an individual framework contract to be awarded separately. Tenderers are invited to make a separate price offer for each lot for which they wish to bid, to be expressed in Euro (€) per 1,500 characters.

It should be noted that, for the purposes of this procedure, although direct translation from the source languages, as specified under paragraph 1.2, into the target language will be considered an asset, translation into the target language by means of a relay language is acceptable. In any case, the quality and deadlines of the translation work must be guaranteed under the same conditions as described in points 1.7.5. and 1.7.8. of the present specifications.

## 1.4. DEFINITIONS

In the context of this call for tenders:

- **Translation** shall mean the translation of a text into the target language specified.
- **Computer-assisted translation** shall mean the translation of a text using Computer-Assisted Translation software or of a text which has already been pre-processed using Computer-Assisted Translation software.
- **Revision** shall mean the re-reading and where necessary reworking of a text which has already been translated to ensure that the translation is an accurate rendering of the original.
- **Post-editing** means the revision and, if necessary, correction of any part of the text that has been translated with CAT software.
- **Modification** shall mean the translation and introduction of amendments into a text which has already been translated.
- **Framework contract** shall mean a contract setting out the performance framework (general characteristics and price of the services for the purposes of the present call for tenders). The other basic elements of the contractual relationship shall be defined by means of order forms. Framework contracts do not therefore give rise to any obligation for the Translation Centre to contract.
- **Order form** shall mean the document issued by the authorising authority of the Translation Centre for each specific assignment, specifying the nature of the service to be provided, the volume of work to be carried out, the deadline by which it is to be carried out, and the remuneration due.
- **Standard page** shall mean a page of text comprising 1500 characters, excluding spaces, in the source language.
- **Authorising authority** shall mean the department within the Translation Centre responsible for issuing order forms and processing the related invoices.
- **Delivery** shall mean the return of the completed assignment to the Translation Centre in data file form by email or electronic file transfer or in HTTP format via FTP server.
- **Quality of completed assignments** shall mean the degree in which the assignment returned by the contractor conforms to the standards expected, in terms of accuracy, consistency, completeness, style, register, formatting, respect of the instructions provided and of the deadline, etc.
- **Staff** shall mean the people (whether internal or external) responsible for carrying out the work assigned under the contract. If no specific/particular reference is made to translators/revisers, any reference to staff shall also include the people managing work assigned under the contract. Any reference to external staff shall include any staff (whether internal or external).

## 1.5. CONTRACT

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

## 1.6. DURATION OF THE CONTRACT

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

The Translation Centre reserves the right to terminate the contract in the event of failure to meet the obligations deriving there from.

## 1.7. DESCRIPTION OF THE SERVICE TO BE PROVIDED

### 1.7.1. *General*

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

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

The texts for translation are issued in batches once a week each week. The texts will have to be translated within a deadline by the contractor with specific software the Translation Centre will supply for the purpose (see also point 1.7.4). Tenderers are made aware of the fact that no assignment in accordance with the declared minimum capacity falling within the framework of these contracts can be refused. A refusal to accept a weekly assignment may imply immediate cancellation of the contract as specified in the attached draft framework contract.

### 1.7.2. *Volume of work*

1.7.2.1. The following is an approximate breakdown by source language of standardised technical texts in the domain of industrial property received in 2005:

Source language	Percentage
EN	45.5 %
DE	26 %
FR	13.5 %
ES	6 %
IT	4 %
NL	2.5 %
Total other EU Languages	2.5 %

No data is available for Bulgarian and Romanian.

1.7.2.2. The average length of the text of one file is 632 characters and the total forecast workload is to the order of 600 files per week but attention is drawn to the fact that in any particular batch, the source language ratios and average length of individual files may deviate considerably from the above indications which are given for information purposes only and do in no way represent a minimum guaranteed workload. Also, the pre-processing of all texts using a computer assisted translation programme will reduce the actual amount of text to be translated.

### 1.7.3. *Electronic file format*

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

### 1.7.4. *Translation memory software*

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

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

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

Identical and similar segments are used for building up a translation of a source sentence which does not exist at sentence level in the database. The translation programme's user interface will indicate the degree of similarity for each segment that has been replaced and an overall result score for the composed sentence. A thus composed translation will always require verification and in many cases post-editing by the contractor both at segment and at sentence level.

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

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

Test software for the purpose of this tender will be provided on request.

### 1.7.5. *Deadline for delivery*

The deadline for delivery of the translations will be between a minimum of five and a maximum of ten working days\* from the date on which the files are dispatched by the Translation Centre. The burden of correct and timely delivery is borne by the contractor.

### 1.7.6. *Prices and value-added tax*

The price must be expressed in euro (**EUR**). The price offer per standard page of 1.500 characters (excluding spaces) must be submitted using the form in Annex 2. Detailed instructions concerning the mandatory use of this form are set out in section 2.1 (presentation and form of tender). The price must be inclusive of all costs (management, secretariat, salaries, social security payments, office expenses, insurance, communications, etc.).

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

### 1.7.7. *Payment*

The work will be remunerated on the basis of a variable element corresponding to a translation charge per one thousand and five hundred characters.

The calculation for the variable element will be based on a computerised character count of the source text, excluding sentence and segment delimiters and spaces, taking into account the percentage reduction in actual translation work arising from the pre-processing.

- 1.7.7.1. No payment will be made for any sentence that is identified as identical during the pre-processing stage and that requires no handling at all by the contractor. These sentences will be visible for the contractor for information. They will not be editable by the contractor.
- 1.7.7.2. In the case of sentences for which a match value below 50% is found in the database, 100% of the source text character count will be paid.
- 1.7.7.3. For sentences identified as similar during the pre-processing stage (i.e. sentences for which a match value of between 50% and 99% is found in the database ) the payment due will be calculated as a percentage of the original character count corresponding to the actual amount of editing work entailed as follows:
  - in the case of sentences for which a match value of between 50% and 74% is found in the database, 65% of the source text character count will be paid;
  - in the case of sentences for which a match value of between 75% and 84% is found in the database, 30% of the source text character count will be paid;
  - in the case of sentences for which a match value of between 85% and 94% is found in the database, 20% of the source text character count will be paid;
  - in the case of sentences for which a match value of between 95% and 99% is found in the database, 5% of the source text character count will be paid.

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\* Working days as specified in the holiday calendar of the Translation Centre.

The payment due for any target text duly delivered and accepted by the Translation Centre will be calculated by the Translation Centre on the above basis, communicated to the contractor in the order form when the work is sent out, and will not be subject to negotiation.

Payment will be made within 30 days of receipt by the Translation Centre of the target texts and the relevant invoice, subject to the terms of the annexed framework contract.

*1.7.8. Quality of the completed assignments*

Although all the texts sent for translation will be subjected to a final verification procedure at the Translation Centre, the quality of the translation work must be such as to require no further correction by the Translation Centre's services. Likewise, all files must be handled in strict accordance with the instructions given by the Translation Centre's services. Quality assessment sheets are established each week for each batch of texts by the Translation Centre and will be sent to the contractor for reference.

## 2. HOW TO APPLY

### 2.1. PRESENTATION FORM AND CONTENT OF TENDERS

- 2.1.1. Tenders must be drawn up in accordance with the provisions of all documents for the purposes of the present tender. It should be accurate and concise, and make it clear that the tenderer is able to meet the requirements of these Specifications and to carry out the work on the terms stipulated.
- 2.1.2. The tender must contain all the information required to enable the contracting authority to analyse it on the basis of the exclusion, selection and award criteria set out below. It should be noted that tenderers will be judged solely on the content of the written offers submitted under the current procedure. All supporting documents must be included. A checklist (non-exhaustive) of these documents is attached to these Specifications (Annex 10).
- 2.1.3. Conditional offers are not permitted.
- 2.1.4. Tenderers shall complete, online, the application form (Annex 1) and submit it by clicking on "Submit"/"Send". The Translation Centre server will send back a delivery receipt which can be printed by selecting "File-Print". (NB: The presentation of the printed form may be different from that of the electronic form.) Once the electronic application has been completed, the form must be printed, signed and attached to the tender as a cover page.
- 2.1.5. Prices must be submitted using the table attached in Annex 2 to these Specifications. This annex, duly completed, dated and signed by the tenderer or the tenderers legal representative must be submitted as the first page of the tender in order to facilitate the opening procedure.
- 2.1.6. Tenders must be submitted in triplicate: one original and two copies. The original should be clearly labelled "Original" and the two copies "Copy 1" and "Copy 2" respectively.
- 2.1.7. The three copies of the tender must be placed inside two sealed envelopes. The inner envelope, addressed to the section designated in the letter of invitation to tender, should be marked:

**"Invitation to tender – Reference TM06/0104/SCRO – Not to be opened by the internal mail department**

**Appel d'offres – Référence TM06/0104/SCRO – A ne pas ouvrir par le service courrier "**

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape. It is highly recommended that adhesive tape be used in any event.

Any other packaging used shall be treated in the same way as an envelope. The above provisions shall therefore apply.

2.1.8. *Tenders must be :*

- (1) either sent by registered mail, dispatched not later than **31 July 2006** (as evidenced by the postmark);
- (2) or sent by private courier, dispatched not later than **31 July 2006** (as evidenced by the postmark);
- (3) or delivered by hand by the tenderer in person or by an authorised representative to the Reception of the Translation Centre no later than 17:30 on **31 July 2006**.

to the following address:

**Translation Centre for the Bodies of the European Union**  
Legal Affairs Section  
"Nouvel Hémicycle", niveau -4  
1, rue du Fort Thüngen  
L-1499 Kirchberg – Luxembourg

2.1.9. Changes to tenders or additional information will be accepted only if they are sent on or before the final date for the receipt of tenders and in accordance with the instructions given above.

2.1.10. Expenses incurred in the preparation and dispatch of tenders cannot be refunded.

⚠ REMINDER

- **Read all documentation** provided in this call for tender package with great care, and consult the FAQ pages on the Translation Centre website regularly.
- **Follow all instructions** scrupulously.
- **Provide proof** of every piece of information that you wish to be taken into account.
- **Use the forms provided as much as possible.**
- **Failure to respect these instructions may lead to the tenderer's exclusion.**

## 2.2. CONTACTS

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

### 2.2.1. *Before the closing date for the submission of tenders*

The awarding authority may accept and answer requests for clarification of the invitation to tender before the closing date for submission of tenders, but only if such requests are addressed to the contact person designated in the letter of invitation to tender (and only to that person, all other contact being prohibited), and if sent by email (questions received by other means - telephone, etc- cannot be accepted).

Written questions should be clear and concise and refer explicitly to the relevant point in the Specifications. The contact person has strict instructions to decline any telephone communications with tenderers, and to refrain from disclosing information regarding the state of the procedure.

A "FAQ" page is available on the Translation Centre's website under "Call for tenders". This page, which will be updated on a regular basis, contains additional information and questions of general interest. As it may be useful in the preparation of the tender, it is strongly recommended that this page is consulted regularly.

### 2.2.2. *After the tenders have been opened*

No information of any kind will be given on the state of progress of the evaluation of tenders until the final award of the contract.

### 3. EVALUATION OF TENDERS

#### 3.1. ASSESSMENT OF TENDERERS - EXCLUSION CRITERIA

A) Tenderers shall be excluded from participation if:	Sufficient Evidence
<ul style="list-style-type: none"> <li>– 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;</li> </ul>	<p style="text-align: center;">A recent<sup>1</sup> extract from the judicial record</p> <p style="text-align: center;"><b><u>OR</u></b></p> <p>A recent equivalent document issued by a judicial or administrative authority in the country of origin attesting that these requirements are met.</p>
<ul style="list-style-type: none"> <li>– They have been convicted of an offence concerning their professional conduct by a judgment which has the force of <i>res judicata</i>;</li> </ul>	
<ul style="list-style-type: none"> <li>– They have been the subject of a judgment which has the force of <i>res judicata</i> for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities financial interests;</li> </ul>	<p><i>Depending on the national legislation of the country in which the tenderer is established, the documents referred to above shall relate to legal persons and/or natural persons (including in case of legal persons, company directors or any person with powers of representation, decision-making or control).</i></p>
<ul style="list-style-type: none"> <li>– They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes<sup>2</sup> in accordance with the legal provisions of the country in which they are established;</li> </ul>	<p>A recent certificate issued by the competent authority of the Member State/country concerned</p>
<ul style="list-style-type: none"> <li>– They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;</li> </ul>	<p><b>Annex 3</b></p>
<ul style="list-style-type: none"> <li>– Following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to comply with their contractual obligations</li> </ul>	

Where no such certificate or document is issued in the country concerned, it may be replaced by a **sworn or solemn statement** made by the person concerned in front of a judicial or administrative authority, a notary or a qualified professional body of the Member State/country concerned.

<sup>1</sup> Recent shall mean- for the purposes of this point, issued not more than 12 months prior to the date for receipt of tenders.

<sup>2</sup> Taxes means any direct or indirect tax (e.g. VAT)

<b><u>B)Tenderers shall be excluded from the award procedure if :</u></b>	<b>Sufficient Evidence</b>
<ul style="list-style-type: none"> <li>– They are subject to a conflict of interests <sup>3</sup></li> <li>– They are guilty of misrepresentation in supplying the information required by the contracting authority or have failed to provide all the information requested.</li> <li>– The tenderer or any member of its staff (where applicable) is an official or other agent currently employed by an European institution or body or a former official or other agent of an European institution or body in receipt of a pension or a monthly allowance paid from the budget of an European institution or body.</li> </ul>	<b>Annex 3</b>

- **In the case of consortia or groups**, the exclusion criteria will be applied to each supplier in the consortium/group and to the consortium/group as a whole (e.g. extract, certificate, statement, duly signed declaration, etc.)
- The **“Declaration on Honour” (Annex 3) is required, duly signed** by the tenderer (and by each member in the consortium, where applicable)

### 3.2. ASSESSMENT OF TENDERERS – SELECTION OF TENDERERS

<b><u>A) Establishment, status &amp; legal form</u></b>	<b>Sufficient Evidence</b>
<ul style="list-style-type: none"> <li>– Tenderers must be nationals of a Member State of the European Union, or have their head office or domicile in a Member State of the European Union or of the European Economic Area , or in another state having concluded an agreement on public procurement for the same category of services with the European Communities, and furnish proof thereof in accordance with their national legislation.</li> </ul>	VAT registration number, number of registration in a trade or professional register, copy of acts of incorporation or constitution, etc.
<ul style="list-style-type: none"> <li>– Tenderers must indicate their legal status</li> </ul>	
<ul style="list-style-type: none"> <li>– Tenderers must indicate the name and the quality of the person(s) empowered to represent the tendering party or parties (in the event of a joint tender) and entitled to sign the contract if the offer is successful.</li> </ul>	A document attesting that the person indicated is empowered to represent the tendering party and entitled to sign the contract if the tender is successful

<sup>3</sup> E.g. economic interest, political or national affinity, family or any other relevant connection or shared interest, references from clients with interests in conflict with the subject of the contract, etc.

B) Economic and financial capacity	Sufficient Evidence
<p>– Tenderers must provide proof of their economic and financial standing by means of one or more of the documents listed in the right-hand column.</p>	<p>An appropriate statement(s) from banks or evidence of professional risk indemnity insurance</p> <p style="text-align: center;"><b><u>AND/OR</u></b></p> <p>The presentation of balance sheets or extracts from balance sheets for at least two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established</p> <p style="text-align: center;"><b><u>AND/OR</u></b></p> <p>A statement of overall turnover and turnover for the services covered by the contract during the last three financial years</p>

- |                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• <b>In the case of consortia or groups</b>, the documents relating to the selection criteria must be supplied by each of the persons/companies participating in the tender.</li> </ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

C) Technical capacity	Sufficient Evidence
<p>– Tenderers must demonstrate that they have an <b>adequate technical infrastructure</b> to enable them to carry out the work which will be provided under this framework contract.</p>	<p style="text-align: center;"><b>Annex 4</b></p> <p><i>Attention is drawn to the fact that failure to give an affirmative reply to any mandatory requirements will result in automatic exclusion.</i></p>



For their **qualifications & professional experience**, tenderers must :

<p>– Provide the curriculum vitae of all staff (internal or external) involved in carrying out the work under this project.</p>	<p><b>Annex 5</b></p>
<p><u>Minimum requirements:</u></p> <p>-Each translator/reviser (internal or external) involved in the project must have a university degree.</p> <p>-<u>The tenderer's translation experience</u> into the target language for which the bid is made must be <u>equivalent to at least 300 pages</u> in the field of industrial/intellectual property (trademarks, patents or designs) (one page = 1,500 characters, excluding spaces)</p>	<p><b>Photocopies of all diplomas or certificates to be taken into consideration</b></p> <p style="text-align: center;">+</p> <p><b>Attestation as regards experience (Invoices, letters of reference, etc.) to be taken into consideration</b></p> <p style="text-align: center;">+</p> <p><b>Annex 6 &amp; 7</b></p>

- It is in the tenderer's interest to give as many details as possible in the curriculum vitae and supporting documents with regard to experience.
- For experience to be taken into account, it must be accompanied by some acceptable form of proof, such as reference letters, copies of invoices, or certificates which clearly indicates the volume of work done, the language combination, and the person involved. **Self-declarations are not considered as proof.**

### 3.3. EVALUATION OF TENDERS - AWARD CRITERIA

The offers of tenderers passing the selection phase will be evaluated using the criteria below.

<p><b>A) <u>Likely quality of the service offered</u> (weighting 60% in the quality-price ratio) will be evaluated in the light of:</b></p>	<p><b>Sufficient Evidence</b></p>
<ul style="list-style-type: none"> <li>– <u>Technical merit of the service offered</u>, paying particular attention to: <ul style="list-style-type: none"> <li>➤ Quality control procedures, working methods (max. 25/100 points)</li> <li>➤ The use of direct (non-relay) translation (max. 15/100 points)</li> </ul> </li> <li>– Translation capacity in the various language combinations and the breadth of the tenderer’s language coverage (35/100 points)</li> </ul>	<p>Description from the tenderer + Annex 8</p> <p>Annex 2</p>
<ul style="list-style-type: none"> <li>– <u>Technical assistance</u> (25/100) : Technical assistance and the know-how to be used in the execution of this contract, in particular equipment (hardware), possession of and familiarity with the use of translation tools (translation memory software and interactive terminology databases)</li> </ul>	<p>Annexes 4 &amp; 9</p>

#### **B) Price per lot of standard page (weighting 40% in the quality-price ratio)**

- The tender or **price offer** must be inclusive of all costs (management, secretariat, salaries, social security payments, office expenses, insurance, communications, handling and delivery of texts, access to terminology and documentary databases etc.), exclusive of all taxes, duties, and dues<sup>4</sup>. It must be expressed in euro (EUR) per standard page of 1500 characters (excluding spaces) in the source language.
- This price may vary from one lot to another.

⚠ Tenders with less than 60 points out of a perfect score of 100 points will be considered to be of an unacceptably low quality and will not be evaluated any further.

<sup>4</sup> See Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

## 4. AWARD OF THE CONTRACT

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

$$[(NQ * 0.6) + (NP * 0.4)] * 100$$

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

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

Q = "quality" mark of the evaluated tender.

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

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

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

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

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

## 5. OTHER GENERAL CONDITIONS OR REQUIREMENTS

### 5.1. RULES OF FREE COMPETITION

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

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

### 5.2. RULES OF CONFIDENTIALITY APPLICABLE TO CONTRACTORS

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

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

### 5.3. PROTECTION OF PERSONAL DATA BY THE TRANSLATION CENTRE

Any documents submitted by tenderers as part of this call for tender will become the property of the Translation Centre and will be regarded as confidential. The Translation Centre undertakes not to disclose any information concerning clients or their staff, nor to contact any of these directly without the tenderer's explicit written permission. Such information is requested only because it is essential in order to enable the awarding authority to evaluate the offer.

In certain cases, the follow-up of the response to the call for tenders will require the recording and further processing of personal data (for example the names, addresses or CVs of natural persons). Such data will be processed in accordance with Regulation (EC) N°45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Except where mentioned otherwise, replies to questions and personal data requests are necessary for the purpose of assessing your offer according to the Specifications and will only be processed by the Evaluation Committee only for that purpose on a need-to-know basis. You may, upon request, obtain the communication of your personal data and rectify any inaccurate or incomplete personal data therein. Should you have any queries concerning the processing of your personal data, please address them to the Translation Centre's Data protection Officer (see also point 2.2).

### 5.4. INFORMATION TO BE PROVIDED AFTER SIGNING THE CONTRACT

- Each translation staff member working on assignments covered by this call for tenders must fulfil all the requirements set out in these specifications. **No changes may be made to translation staff listed in the tender** without the prior agreement of the Translation Centre.
- Contractors may also be required to provide any information relating to the job at hand.

## 6. ANNEXES

Annex 1	Invitation to tender for translation services (Electronic Application Form)
Annex 2	Prices per lot
Annex 3	Declaration on honour
Annex 4	Computer and telecommunication equipment questionnaire
Annex 5	Standard CV (translators/revisers)
Annex 6	Qualifications of translation team (internal or/and external)
Annex 7	Experience of Tenderer
Annex 8	Working methods and quality control questionnaire
Annex 9	Linguistic resources
Annex 10	Checklist (non exhaustive) of documents to be provided
Annex 11	Draft framework contract

**ANNEX 1 - INVITATION TO TENDER FOR TRANSLATION SERVICES**  
*(Electronic Application Form)*

*(Downloadable from the website (see 2.1.4 of these specifications))*

**ANNEX 2 – PRICES PER LOT**  
(in euro, per standard page and exclusive of VAT)

**Administrative details**

---

\* Name/Company name: .....  
 \* Surname of legal representative: ..... \* First name: .....  
 \* Position: .....  
 \* Office telephone N°: ..... \* Office fax N°: .....  
 \* E-mail: .....

SOURCE LANGUAGE	TARGET LANGUAGE	PRICE PER PAGE IN EURO	MINIMUM DAILY WORKLOAD
Romanian	Czech		
Romanian	Estonian		
Romanian	Hungarian		
Romanian	Latvian		
Romanian	Lithuanian		
Romanian	Maltese		
Romanian	Polish		
Romanian	Slovak		
Romanian	Slovene		
Romanian	English		
Romanian	Dutch		

Signature:

Date:

**DO NOT FORGET TO SIGN - AN UNSIGNED TENDER IS NOT VALID !**

**ANNEX 3 – DECLARATION ON HONOUR**

*(Exclusion Criteria, point 3.1)*

I HEREBY CERTIFY, AS TENDERER/ LEGAL REPRESENTATIVE OF THE TENDERER<sup>1</sup> :

<p>that the tenderer/legal representative of the tenderer:</p> <ul style="list-style-type: none"><li>– is not bankrupt or being wound up, is not having his 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, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;</li><li>– has not been convicted of an offence concerning his professional conduct by a judgement which has the force of <i>res judicata</i>;</li><li>– is not guilty of grave professional misconduct proven by any means which the contracting authority can justify;</li><li>– has fulfilled his 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 he is established;</li><li>– has not been the subject of a judgement which has the force of <i>res judicata</i> for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;</li><li>– has not been declared to be in serious breach of contract for failure to comply with their contractual obligations following another procurement procedure or grant award procedure financed by the Community budget.</li></ul> <p>Signature ..... Date :</p>
<p>that the tenderer/legal representative of the tenderer is not subject to any conflict of interest.</p> <p>Signature ..... Date :</p>
<p>that neither the tenderer nor any member of its staff (where applicable) is an official or other agent currently employed by an European institution or body or a former official or other agent of an European institution or body in receipt of a pension or a monthly allowance paid from the budget of an European institution or body,</p> <p>Signature ..... Date :</p>
<p>that to the best of my knowledge, all information provided is true and accurate.</p> <p>Signature ..... Date :</p>

## ANNEX 4 - COMPUTER AND TELECOMMUNICATIONS EQUIPMENT QUESTIONNAIRE

### Mandatory questions

At several points in the questionnaire, you will see the word "mandatory". You must be able to answer YES to ALL THE MANDATORY QUESTIONS.

<b>Name of tenderer</b>	.....
-------------------------	-------

<b><u>Operating system</u></b>	You must reply YES to at least one of the following:
Microsoft Windows 2000*	YES <input type="checkbox"/> NO <input type="checkbox"/>
Microsoft Windows XP*	YES <input type="checkbox"/> NO <input type="checkbox"/>
Other	..... <i>Mandatory</i>
<b><u>Microsoft Word 97 for Windows*</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
or later version* (please specify)	.....
Other (for information only)	..... <i>Mandatory</i>
<b><u>Internet Explorer 6.0 or later version, or</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Netscape 7.2 or later version	.....
Other	..... <i>Mandatory</i>
Fax Number	.....
Email address	..... <i>Mandatory</i>

<b><u>Translation memory software</u></b>	
Which? (please also give the version number)	.....
TMX format	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b><u>File compression software*</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which?	.....
<b><u>Software for editing/translating HTML pages:</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which? (please also give the version number)	.....
<b><u>Software for editing/translating XML pages:</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which? (please also give the version number)	.....
<b><u>Software for editing/translating XLIFF pages:</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which? (please also give the version number)	.....

\* or equivalent (please specify)

HARDWARE

<p><u>PCs</u> <i>Network (if any)</i></p>	<p><i>Please, specify</i></p>
<p><u>Back up storage media</u> <i>External hard discs</i> <i>ZIP drives</i> <i>Tapes</i> <i>Other</i></p>	<p><i>Please, specify</i></p>
<p><u>Server</u></p>	<p><i>Please, specify</i></p>

SOFTWARES

<p><u>Antivirus program</u></p>	<p>Name .....</p>
<p><u>Disaster recovery solutions</u></p>	<p>.....</p>
<p><u>Other file formats supported</u> <i>(e.g. xml, html, rtf, wpf, pdf, tmx, vss, tiff, jpg, etc.)</i></p>	<p>.....</p>
<p><u>Computer-Assisted Translation</u> <i>(indicate type and /or number of licences)</i>  <i>Volume of work (standard pages, done using the tools listed :</i></p>	<p>..... .....</p>
<p><u>Other relevant software</u></p>	<p>.....</p>

**ANNEX 5 – STANDARD CV**  
*(Translators/Revisers)*

 <i>Curriculum vitae</i>		
<b>PERSONAL INFORMATION</b>		
Name	Nationality	Date of birth

MOTHER TONGUE | [ Please state your mother tongue ]

LANGUAGES							
◆ READING							
◆ WRITING							
◆ SPEAKING							

Please use the following indications: elementary – fair – good – very good – excellent

**EDUCATION AND TRAINING (RELEVANT ITEMS ONLY; STARTING WITH MOST RECENT)**

PERIOD	DIPLOMAS/QUALIFICATIONS OBTAINED	UNIVERSITY, INSTITUTES, ETC.	COUNTRY

**TRANSLATION EXPERIENCE**

[Please also calculate the time spent working as a translator (in case of part-time work, recalculate to give the appropriate full-time amount) and/or the number of pages translated, both in total, and for the current tenderer. ]

Translation currently accounts for 100%, >50% or <50% of my total income [please choose one]

**TECHNICAL SKILLS AND COMPETENCIES**

[Please mention all relevant skills, in particular, regarding use of tools relevant to translation (CAT, terminology, databases, search tools, data archiving, speech recognition, etc.)]

For natural persons only	For translators working for a tenderer
Signature of person concerned (translator/reviser)	Signature of person concerned (translator/reviser)
	I hereby declare that I am prepared to accept translation jobs from [name tenderer]

Date : ..... ..

**ANNEX 6 - QUALIFICATIONS OF TRANSLATION TEAM (INTERNAL AND/OR EXTERNAL)**  
*(1 table per lot)*

Name of tenderer	.....	Lot : ...../RO
------------------	-------	----------------

NB: Any translation staff member who does not have the minimum level of qualifications and experience required will be disregarded for the purpose of this call for tenders.

Name of translator <sup>1</sup>	Internal/External	With tenderer since	Degree

---

<sup>1</sup> Tenderers must provide, for each staff member listed here and wherever appropriate as a minimum, a recent cv (Annex 6), including signature of the translator/reviser, a copy of his/her diploma.

**ANNEX 7 - EXPERIENCE OF TENDERER**  
*(1 table per lot)*

Name of tenderer	.....	Lot : ...../RO
------------------	-------	----------------

NB: *Any translation staff member who does not have the minimum level of qualifications and experience required will be disregarded for the purpose of this call for tenders.*

Relevant Translation Experience		
Reference(s) from clients	Subject matter	Number of pages

**ANNEX 8 – WORKING METHODS AND QUALITY CONTROL QUESTIONNAIRE**

Name of tenderer	.....
------------------	-------

Please answer the following questions as briefly as possible

- 1) How do you handle peaks in workflow/temporary staff shortages?
- 2) Describe your working methods, paying particular attention to how and when reference material is provided, how and when translations are checked by colleagues and/or experts, etc.
- 3) How is feedback from the clients handled?
- 4) Describe your backup methods, and make sure to mention how often (daily, weekly or monthly) you back up your files, and on what medium.
- 5) Do you have any quality control measures not already mentioned?
- 6) How are jobs assigned (e.g. do you have a ranking system according to qualifications, past experience with the company, etc., and how do you check availability, etc.) *(if applicable)?*
- 7) What type of job-specific instructions and reference material are provided, and how *(if applicable)?*
- 8) How is translation/revision staff recruited *(if applicable)?*
- 9) What kind of training and/or general instructions does translation staff receive *(if applicable)?*

**ANNEX 9 – LINGUISTIC RESOURCES**

*(1 page per lot)*

<b>Name of tenderer</b>	.....	<b>Lot ...../RO</b>
-------------------------	-------	---------------------

Please list, in each of the below categories below, your most important/relevant linguistic sources for **this tender, in the relevant language combination**. Please, provide any supplementary information you consider useful, e.g. the type and size (in number of terms) of proprietary terminology collections, any document corpora you have compiled, etc.

Monolingual dictionaries	
Monolingual dictionaries <i>(in the target language)</i> in the field of the present call for tenders	
Bilingual dictionaries source => target language	
Bilingual dictionaries target language in the field of the present call for tenders	
Terminology databases (including databases on the Internet)	
Document corpora/ archives/databases (including those on the Internet)	
Other sources (including websites)	

## ANNEX 10 – CHECKLIST (NON EXHAUSTIVE) OF DOCUMENTS TO BE SUPPLIED AS A MINIMUM

	Evidence enclosed with the offer	
1.- Have I downloaded the application form and included this, duly <b>completed and signed</b> as the cover page of my tender? <i>(cf. 2.1.4 of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	<b>Annex 1</b>
2.- Have I submitted a price offer per lot, duly dated and signed and included this as the first page of the tender in order to facilitate the opening procedure? <i>(cf. 2.1.5 of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	<b>Annex 2</b>
<b><u>EXCLUSION CRITERIA</u></b>		
3.- Have I included the evidence of compliance with my obligations as regards points 1, 2 and 5 of the exclusion criteria? <i>(cf. 3.1A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N° XXX
4.- Have I included the evidence of compliance with my obligations as regards direct and indirect tax contributions in accordance with the regulations in force in the Member State(s) in which I am established issued within one year prior to the publication of this call for tenders? <i>(cf. 3.1A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N° XXX
5. Have I included the evidence of compliance with my obligations as regards social security contributions in accordance with the regulations in force in the Member State(s) in which I am established issued within one year prior to the publication of this call for tenders? <i>(cf. 3.1A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N° XXX
6.- Have I included the signed Declaration on honour as regard exclusion criteria?	<input type="checkbox"/> yes <input type="checkbox"/> no	<b>Annex 3</b>
<b><u>SELECTION CRITERIA</u></b>		
7.- Have I included proof of residence or establishment? <i>(cf. 3.2 A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N° XXX
8.- Have I included proof of my legal status? <i>(cf.3.2A of the Specifications) and /or</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	
8 bis.- Proof of my enrolment in the relevant professional or trade register as prescribed in my country of establishment? <i>(cf. 3.2 A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N° XXX
9.- Have I included a document attesting that the person indicated is empowered to represent the tendering party and entitled to sign the contract if the tender is successful? <i>(cf. 3.2 A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N° XXX
10.- Have I included evidence that my financial affairs are in order? <i>(cf. 3.2B of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N° XXX
11.- Have I stated my technical capacity? <i>(cf.3.2C of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	<b>Annex 4</b>

	Evidence enclosed with the offer	
12.- Have I included a detailed organisation chart? <i>(cf. 3.2D of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N°XX
13.- Have I included a detailed curriculum vitæ of ALL translation team members who will be involved in carrying out the translation work PLUS a copy of the degree certificates for all diplomas to be taken into consideration? <i>(cf. 3.2D of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N°XX <b>Annexes 5, 6 and 7</b>
14.- Have I included proof of all work experience to be taken into consideration? <i>(cf. 3.2D of the Specifications)</i> Please state clearly the total number of relevant pages and/or days, years.	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N°XX and <b>Annex 7</b>
15.- Have I provided tables as regards qualifications & experience of the tenderer + the translators team?	<input type="checkbox"/> yes <input type="checkbox"/> no	<b>Annex 6 &amp; 7</b>
16.- Have I included a description of the working procedures followed to ensure quality of work? <i>(cf. 3.3A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N°XX
17.- Have I included a description of the working methods followed for handling large volumes of electronic files? <i>(cf.3.3A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N°XX and <b>Annex 8</b>
18.- Have I included a list of the terminological and documentary data bases to which I have access and other relevant technical resources, in particular those relating to computer-assisted translation aids? <i>(cf. 3.3A of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	Enclosure N°XX and <b>Annex 9</b>
19.- Have I included one original ( <b>signed</b> ) and two copies of all documents? <i>(cf. 2.1 of the Specifications)</i>	<input type="checkbox"/> yes <input type="checkbox"/> no	

**ANNEX 11 - DRAFT FRAMEWORK CONTRACT**

*(Downloadable from the website (see 1.5 of these specifications))*

## **Annex 3**



**DRAFT**

**FRAMEWORK CONTRACT NO. «CONTRACT\_»**

**FOR THE PROVISION OF SERVICES RELATING TO TRANSLATION**

**OF STANDARDIZED TECHNICAL TEXTS IN THE INDUSTRIAL/INTELLECTUAL PROPERTY FIELD**

Between

**The Translation Centre for the Bodies of the European Union**, hereinafter referred to as “the Translation Centre, whose address is “**Nouvel Hémicycle**”, **1, rue du Fort Thüngen, L-1499 Luxembourg**, and represented for the purposes of the signature of this contract by **Ms Gailé Dagiliené, Director**,

and

.....<sup>1</sup>, whose registered office is at .....<sup>2</sup>, hereinafter referred to as “the Contractor”, represented for the purposes of the signature of this contract by .....<sup>3</sup> acting as .....<sup>4</sup>, of the other part,

**IT IS AGREED AS FOLLOWS:**

- 
- <sup>(1)</sup> Full name of the contractor.
  - <sup>(2)</sup> Full address of the contractor.
  - <sup>(3)</sup> Full name of the legal representative.
  - <sup>(4)</sup> Description of the representative's duties under company law.

## TABLE OF CONTENTS

1. PREAMBLE .....	4
1.1 Contract.....	4
1.2 Framework contract.....	4
1.3 Generic fashion .....	4
2. SUBJECT OF THE CONTRACT.....	4
2.1 Rates applicable .....	4
2.2 Order forms .....	4
3. DEFINITIONS .....	5
4. DURATION .....	5
4.1 Periof of validity .....	5
4.2 Renewal .....	5
5. REMUNERATION.....	6
5.1 Rate of remuneration.....	6
5.2 Invoicing .....	7
5.3 Payment .....	7
5.4 Payment Period.....	8
6. GUARANTEE FOR THE EXECUTION OF THE CONTRACT .....	8
7. PERFORMANCE OF THE CONTRACT .....	8
7.1 Transmission of documents.....	8
7.2 Translation memory software .....	8
7.3 Electronic file format .....	9
7.4 Deadline for transmission .....	9
7.5 Penalty for non-respect of deadline .....	9
7.6 Quality requirements .....	10
7.7 Quality control.....	10
7.8 Additional costs incurred due to unsatisfactory quality .....	10
7.9 Use of the Translation Centre's services .....	10
8. AUTHORSHIP .....	10
9. CONFIDENTIALITY .....	10
10. OFFICIALS AND OTHER AGENTS OF THE EUROPEAN UNION .....	11
11. TERMINATION OF THE CONTRACT .....	11
11.1 Failure to fulfil obligations .....	11
11.2 Voluntary Termination .....	11
12. LIABILITY OF THE CONTRACTING PARTIES AND COMPENSATION.....	11
12.1 Entitlement to payment.....	11
12.2 Compensation .....	11
12.3 Liability for software security.....	11
13. SECONDARY OBLIGATIONS ON THE CONTRACTOR .....	12

13.1	Information on staff responsible.....	12
13.2	Information on translation staff .....	12
13.3	Sub-Contractors .....	12
13.4	Return of documentation .....	12
13.5	National laws .....	12
14.	TAX PROVISIONS.....	12
14.1	Exemption .....	12
14.2	Application of VAT .....	13
15.	SUSPENSION OF THE CONTRACT.....	13
16.	APPLICABLE LAW .....	13
17.	JURISDICTION.....	13
18.	ADMINISTRATIVE PROVISIONS.....	13
18.1	Amendments .....	13
18.2	Communications.....	13
19.	ANNEXES.....	14
19.1	Documents .....	14
	ANNEX III.....	15
	ANNEX IV .....	16

DRAFT

## 1. PREAMBLE

### 1.1 CONTRACT

This contract for the provision of services relating to translation of standardized technical texts in the industrial/intellectual property field is based on the offer submitted by the Contractor in response to the call for tenders (ref ....) published in the Official Journal S ... .

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

### 1.2 FRAMEWORK CONTRACT

This framework contract lays down the basic conditions for placing orders for specific translation assignments.

This contract does not constitute any guarantee as to the volume of work which will be offered to the Contractor. Nonetheless, the Contractor undertakes, where requested to carry out translation work on the basis of the order forms mentioned below, to assure at least a volume corresponding to the minimum capacities stipulated and declared by the Contractor in the tender specifications (Annex 1) within the deadline also stipulated in the said specifications (a minimum of five and a maximum of ten working days).

### 1.3 GENERIC FASHION

Used in a generic fashion the term "contract" may be taken to refer to either the framework contract or the order form.

## 2. SUBJECT OF THE CONTRACT

### 2.1 RATES APPLICABLE

The Contractor undertakes, in accordance with the conditions laid down in this framework contract and the annexes thereto, which form an integral part of the framework contract, to provide the Translation Centre with translations:

Source language	Target Language	Rate (euro per standard page)
«Source_Language_»	«Target_Language»	«PRICE_»

### 2.2 ORDER FORMS

Any translation work offered within the framework of this contract will be the subject of a specific order form issued by the Translation Centre. This order form will specify the volume of the work to be carried out, the deadline by which it is to be carried out, and the remuneration due. It will also contain any special instructions concerning formatting and delivery of the work.

### 3. DEFINITIONS

- **Translation** shall mean the translation of a text into the target language specified.
- **Computer-assisted translation** shall mean the translation of a text using Computer-Assisted Translation software or of a text which has already been pre-processed using Computer-Assisted Translation software.
- **Revision** shall mean the re-reading and where necessary reworking of a text which has already been translated to ensure that the translation is an accurate rendering of the original.
- **Post-editing** means the revision and, if necessary, correction of any part of the text that has been translated with CAT software.
- **Modification** shall mean the translation and introduction of amendments into a text which has already been translated.
- **Framework contract** shall mean a contract setting out the performance framework (general characteristics and price of the services for the purposes of the present call for tenders). The other basic elements of the contractual relationship shall be defined by means of order forms. Framework contracts do not therefore give rise to any obligation for the Translation Centre to contract.
- **Order form** shall mean the document issued by the authorising authority of the Translation Centre for each specific assignment, specifying the nature of the service to be provided, the volume of work to be carried out, the deadline by which it is to be carried out, and the remuneration due.
- **Standard page** shall mean a page of text comprising 1.500 characters, excluding spaces, in the source language.
- **Authorising authority** shall mean the department within the Translation Centre responsible for issuing order forms and processing the related invoices.
- **Delivery** shall mean the return of the completed assignment to the Translation Centre in data file form by email or electronic file transfer or in HTTP format via FTP server.
- **Quality of completed assignments** shall mean the degree in which the assignment returned by the contractor conforms to the standards expected, in terms of accuracy, consistency, completeness, style, register, formatting, respect of the instructions provided and of the deadline, etc.
- **Staff** shall mean the persons (whether internal or external) responsible for carrying out the work assigned under the contract. If no specific/particular reference is made to translators/revisers, any reference to staff shall also include the persons managing work assigned under the contract. Any reference to external staff shall include any staff (whether internal or external) working for subcontractors.

### 4. DURATION

#### 4.1 PERIOD OF VALIDITY

This contract is concluded for a period of one year and shall take effect from 01/01/2007. Once that period has elapsed, the provisions of the framework contract shall continue to apply to order forms which have already been issued and the relevant assignments not yet completed.

#### 4.2 RENEWAL

This contract may be renewed by tacit agreement for up to three further periods of one year without, however, exceeding a total duration of four years. Where either party does not wish to renew the contract, the other party shall be informed by Registered Letter three calendar months prior to expiry.

## 5. REMUNERATION

### 5.1 RATE OF REMUNERATION

The work will be remunerated on the basis of a variable element corresponding to a translation charge per one thousand and five hundred characters.

The calculation for the variable element will be based on a computerised character count of the source text, excluding sentence and segment delimiters and spaces, taking into account the percentage reduction in actual translation work arising from the pre-processing.

5.1.1 No payment will be made for any sentence that is identified as identical during the pre-processing stage and that requires no handling at all by the contractor. These sentences will be visible for the contractor for information. They will not be editable by the contractor.

5.1.2 In the case of sentences for which a match value below 50% is found in the database, 100% of the source text character count will be paid.

5.1.3 For sentences identified as similar during the pre-processing stage (i.e. sentences for which a match value of between 50% and 99% is found in the database ) the payment due will be calculated as a percentage of the original character count corresponding to the actual amount of editing work entailed as follows:

in the case of sentences for which a match value of between 50% and 74% is found in the database, 65% of the source text character count will be paid;

in the case of sentences for which a match value of between 75% and 84% is found in the database, 30% of the source text character count will be paid;

in the case of sentences for which a match value of between 85% and 94% is found in the database, 20% of the source text character count will be paid;

in the case of sentences for which a match value of between 95% and 99% is found in the database, 5% of the source text character count will be paid.

The payment due for any target text duly delivered and accepted by the Translation Centre will be calculated by the Translation Centre on the above basis, communicated to the contractor in the order form when the work is sent out, and will not be subject to negotiation.

5.1.4 The price per standard page agreed by the contracting parties shall be valid for the duration of this contract, except where the latter is renewed in accordance with Article 4 (4.2). It shall take into account all the expenses incurred by the Contractor in the performance of this contract, including, but not limited to, the cost of incorporating corrections to the translation made by the Translation Centre.

5.1.5 In the event of a renewal of this contract in accordance with Article 4 (4.2), either party may request by registered letter, received by the other no later than three months before the anniversary of the date on which the Contract was signed, the revision of the rate specified in Article 2 (2.1). This rate shall be revised, upwards or downwards, in respect of any new work using the formula set out below and the revised rate shall remain valid for the period of renewal of this contract.

Prices shall be revised on the basis of the harmonised consumer price index «**Zone Euro**» expressed in euro and published for the first time by the Office for Official Publications of the European Union in the monthly Eurostat bulletin (Theme 2, Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics), using as the base period the month preceding the signing of the contract. For contractors whose registered office is located outside the European Union price revision shall be carried out on the basis of changes in the CPI of the country concerned<sup>5</sup>.

---

<sup>(5)</sup> Refer to the MUICP for the euro zone index if the Contractor's registered office is located in a Member State belonging to the euro zone. The EICP index if the Contractor's registered office is located in a Member State outside the euro zone, and the CPI for the country concerned if the contractor's registered office is located outside the European Union.

Revision will be done in accordance with the following formula:

$$Ar = Ao \times Ir/Io$$

Where

<b>Ar</b>	the revised price in EURO.
<b>Ao</b>	the basic bid price in EURO.
<b>Io</b>	the index for the month preceding the signing of the contract.
<b>Ir</b>	the index for the month corresponding to two months before the date on which the price revision will be applied (date of renewal of the contract).

## 5.2 INVOICING

5.2.1 The Contractor shall submit signed invoices to the relevant authorizing authority for the appropriate amounts, giving the following details:

- the word "invoice" and an invoice number;
- the Contractor's full personal particulars (name, address, VAT number for purchases within the Community. A VAT number is not required in the case of Contractors holding a small business exemption or other exemption without entitlement to deduct VAT on inputs);
- the date;
- the reference to this contract;
- the order form number;
- the type of service (translation services + language combinations)
- the document number;
- the number of standard pages per language combination, the price per standard page per language combination and the total price ;
- the amount of VAT (where applicable);
- the reason for exemption from VAT (where applicable);
- the total amount payable;
- the full name, address and bank account number to which monies are to be paid.

5.2.2 All invoices and supporting documents shall be verified by the authorizing authority.

## 5.3 PAYMENT

5.3.1 Payments shall be made in euro.

5.3.2 Payments shall be made to the Contractors' bank account indicated on the invoice, which must be the same as that indicated on the form containing the Contractor's bank details duly signed by the Contractor and attached to the contract. For the payment of sums due to him under the contract the Contractor shall indicate a banking institution in the country in which his registered office or residence is situated for tax purposes.

5.3.3 The Contractor undertakes to inform the Centre immediately in writing of any changes with respect to the bank account.

- 5.3.4 Before payment is made, the authorizing authority shall first establish that the work delivered has been carried out in accordance with this contract, the entitlement is real, the amount is definite and payment is due. Any expenses to be recovered under the terms of Article 7.5 and/or Article 7.8 of this contract will be deducted from outstanding payments.

## **5.4 PAYMENT PERIOD**

- 5.4.1 The authorizing authority undertakes to pay sums due pursuant to this contract within a maximum of 30 calendar days running from the date on which it receives the invoice, established in accordance with the instructions in Article 5 (5.2). above to the date on which the Translation Centre's account is debited. Upon expiry of the time limit set above, the creditor may, within two months of receiving the late payment, claim interest at the rate applied by the European Central Bank to longer-term refinancing operations plus one and a half percentage points.
- 5.4.2 This payment period may be suspended by the authorizing authority if it informs the Contractor, at any time within the period of 30 calendar days counting from the date of receipt of the invoice, that the corresponding invoice is not admissible either because the amount is not due or because the necessary supporting documents (eg VAT exemption) have not been produced or if the authorizing authority sees the need for further checks (eg in the case of discrepancies between invoice and order form). The payment period shall continue to run from the date on which the properly established invoices are registered.
- 5.4.3 The authorizing authority shall be bound to comply with payment periods only if invoices are properly presented and sent to the correct address.

## **6. GUARANTEE FOR THE EXECUTION OF THE CONTRACT**

Prior to signing this contract, the Contractor undertakes to provide the Translation Centre with a bank guarantee of euro 10 000. A letter of guarantee (specimen letter) is annexed to this contract (see Annex IV).

Should the Contract not be fulfilled, or in the event of delays in their fulfillment or failure to meet quality standards, the Translation Centre shall draw on the bonds, in order to make good the failure.

The guarantee shall be released 60 days after expiry of this contract or any renewal thereof.

## **7. PERFORMANCE OF THE CONTRACT**

### **7.1 TRANSMISSION OF DOCUMENTS**

The texts for translation are issued in batches once a week each week. Prior to being sent out for translation, all files are pre-processed using a computer assisted translation programme (see point 7.2). The texts will have to be translated within a deadline (see point 7.4) by the contractor with a specific software the Translation Centre will supply for the purpose (see point 7.2.2). No assignment in accordance with the declared minimum capacity within the framework of this contract, can be refused. A refusal to accept a weekly assignment may imply immediate cancellation of the contract.

### **7.2 TRANSLATION MEMORY SOFTWARE**

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

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

Identical sentences will not be editable by the Contractor. Translations of source sentences for which a similar entry was found in the database will require editing. The translation programme's user interface

will indicate the degree of similarity between the retrieved sentence and the original sentence.

Identical and similar segments are used for building up a translation of a source sentence which does not exist at sentence level in the database. The translation programme's user interface will indicate the degree of similarity for each segment that has been replaced and an overall result score for the composed sentence. A thus composed translation will always require verification and in many cases post-editing by the Contractor both at segment and at sentence level.

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

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

### **7.3 ELECTRONIC FILE FORMAT**

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

### **7.4 DEADLINE FOR TRANSMISSION**

- 7.4.1 The deadline for delivery of the translations will be between a minimum of five and a maximum of ten working days from the date on which the files are dispatched by the Translation Centre. The burden of correct and timely delivery is borne by the Contractor.
- 7.4.2 If the work referred to therein has had to be interrupted, or if any other event occurs, including force majeure, which is likely to impede its execution, the Contractor shall inform the authorizing authority without delay. The parties shall then jointly agree on the measures to be taken (without prejudice to the provisions of Article 6 and Article 11). In such cases, the authorizing authority reserves the right to cancel the work wholly or partially by informing the Contractor by e-mail. Such cancellation of work shall be confirmed by Registered Letter. The Contractor shall not be entitled to payment for the part of the work which is cancelled.

### **7.5 PENALTY FOR NON-RESPECT OF DEADLINE**

- 7.5.1 Where the Contractor fails to perform the tasks assigned to him within the time allowed by the order form then, without prejudice to actual or potential liability incurred in relation to this contract or to the awarding authority's right to terminate the contract, he shall be required to pay the Translation Centre a penalty calculated at the rate of 10 % of the total amount to be paid for the assignment for the language combination concerned per calendar day of delay.

- 7.5.2 The penalty is however, limited to 50% of the total amount due for the assignment.
- 7.5.3 The amount of the penalty shall be deducted from the payments to be made to the Contractor, without prejudice to any direct recourse in the event of the amounts due being insufficient.

## **7.6 QUALITY REQUIREMENTS**

- 7.6.1 Although all the texts sent for translation will be subjected to a final verification procedure at the Translation Centre, the quality of the translation work must be such as to require no further correction by the Translation Centre's services. Likewise, all files must be handled in strict accordance with the instructions given by the Translation Centre's services.
- 7.6.2 Where an assignment is returned incomplete, the Contractor shall be obliged, when asked, to make good any omissions. The Contractor may be also asked to provide a definitive version of an assignment incorporating corrections made by the Translation Centre. This work will be carried out within a reasonable time period and there will be no extra remuneration for this service.

## **7.7 QUALITY CONTROL**

The Translation Centre will carry out quality control on all works supplied by the Contractor. Quality assessment sheets are established each week for each batch of texts by the Translation Centre and will be sent to the contractor for reference (see the standard assessment sheet, in Annex III).

Where the quality is judged to be unsatisfactory, the Translation Centre will inform the Contractor in writing within one month of receipt of the work. This shall have the effect of suspending the 30 days payment period referred to in Article 5.

## **7.8 ADDITIONAL COSTS INCURRED DUE TO UNSATISFACTORY QUALITY**

In case of serious non-conformity of the target text which requires extensive correction by the Translation Centre's services, (including, but not limited to, omission of parts of the text for translation, serious terminological errors, and serious errors in presentation or format constituting failure to respect the instructions issued by the Translation Centre), and where such non-conformity of the target text is assessed by the Translation Centre, calculating on the same basis as that described in Article 5.1 for the purposes of calculating payment due, as representing more than 2% (two per cent) of the source text, the Translation reserves the right reserves the right to recover the costs in question at a rate representing 10% of the total amount invoiced. This rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

## **7.9 USE OF THE TRANSLATION CENTRE'S SERVICES**

Neither the Contractor nor any member of his staff (where applicable) is authorised to make use of the Translation Centre's offices and/or equipment to perform the tasks assigned under the terms of this contract unless exceptional circumstances warrant such use and specific instructions are issued to that effect by the authorizing department.

## **8. AUTHORSHIP**

The Contractor agrees that authorship of the translation remains with the author of the original text and that the text and other documentation may not be used elsewhere without specific authorisation.

## **9. CONFIDENTIALITY**

The Contractor undertakes to keep all information which comes to his attention in the course of the execution of this contract strictly confidential and to ensure that his staff or subcontractors employed by him (where applicable) are bound by the same undertaking. The Contractor likewise undertakes to respect any special instructions concerning confidentiality which may be contained in the order form.

## **10. OFFICIALS AND OTHER AGENTS OF THE EUROPEAN UNION**

Neither the Contractor nor any member of his staff (where applicable) may be an Official or other agent currently employed by an European Institution or body or a former Official or other agent of an European Institution or body in receipt of a pension or a monthly allowance paid from the budget of an European Institution or body.

## **11. TERMINATION OF THE CONTRACT**

### **11.1 FAILURE TO FULFIL OBLIGATIONS**

In the event of failure by the Contractor - duly noted by the Translation Centre and communicated to the Contractor in writing - to fulfil his obligations under this contract, the awarding authority reserves the right to terminate the contract (for one or several lots) at any time by Registered Letter.

### **11.2 VOLUNTARY TERMINATION**

Each contracting party may, of his own volition and without being required to pay compensation, terminate this contract (for one or several lots) by Registered Letter giving three months notice of the intention to terminate. Nevertheless, work assigned until the period of three months is elapsed must be completed unless otherwise agreed by both parties in writing.

The Translation Centre shall be entitled to terminate this contract with immediate effect, either in full or in part, by simple notification and without recourse to legal proceedings, if the Contractor:

- is bankrupt, is being wound up or has ceased payments, if his affairs are being administered by the Court, if he has entered into an arrangement with creditors, if he has ceased or suspended his business activities or if he is in an analogous situation arising from proceedings of that nature in national legislation and regulations;
- is the subject of proceedings for a declaration of bankruptcy, of administration by the Court, of an arrangement with creditors or of any other proceedings of that nature in national legislation and regulations.

## **12. LIABILITY OF THE CONTRACTING PARTIES AND COMPENSATION**

### **12.1 ENTITLEMENT TO PAYMENT**

In the event of termination of this contract under Article 11, the Contractor shall be entitled to payment from the Translation Centre only in respect of the work or part thereof completed at the time when such cancellation or termination occurs. In all cases, the Contractor shall not be entitled to any form of compensation.

### **12.2 COMPENSATION**

In all cases where the Contractor has been prevented other than by force majeure from fulfilling his obligations, the authorizing authority reserves the right to claim compensation or to direct recourse for any damage it may sustain as a result of the execution or non-execution of this contract.

### **12.3 LIABILITY FOR SOFTWARE SECURITY**

The Contractor is responsible for ensuring that the software he used in the execution of the contract is free from all viruses or other defects which may risk contaminating the Translation Centre's computer systems. He undertakes to inform the authorizing authority immediately should he become aware of any such risk.

## **13. SECONDARY OBLIGATIONS ON THE CONTRACTOR**

### **13.1 INFORMATION ON STAFF RESPONSIBLE**

The Contractor undertakes to provide the awarding authority with any information it may request with regard to the performance of this contract, including, in the case of legal persons, the names of the members of staff responsible for the supervision of work, quality control and financial matters.

### **13.2 INFORMATION ON TRANSLATION STAFF**

The Contractor undertakes to provide the authorizing authority with the name of the translator(s) responsible for each assignment carried out and will, on request, also provide the detailed curriculum vitae of the individual(s) concerned.

### **13.3 SUB-CONTRACTORS**

The Contractor shall not, without the prior and express approval of the Translation Centre, assign the rights and obligations arising out of the Contract in whole or in part or subcontract any part of the Contract, nor cause it to be performed, in practice, by third parties.

Even where the Translation Centre authorizes the Contractor to subcontract all or part of the work to third parties, it shall none the less remain bound by its obligations to the Translation Centre under the Contract.

Save where the Translation Centre expressly authorizes an exception, the Contractor shall be required to include in any contracts signed with third parties for all or part of the work provisions enabling the Translation Centre to enjoy the same rights and guarantees in relation to third parties as in relation to the Contractor itself.

### **13.4 RETURN OF DOCUMENTATION**

In the event of termination of this contract for one of the reasons referred to in Article 11, the Contractor shall undertake to return all information and documents in his possession appertaining to the translations assigned to him.

### **13.5 NATIONAL LAWS**

The Contractor undertakes to respect all obligations in respect of national laws (e.g. taxation, employment, health and safety) which are appropriate to his business. The Translation Centre cannot in any event be considered to be the employer of the Contractor and can thus not assume any of the obligations that an employer may have in civil, fiscal, or any other matter. The fulfilment of such obligations is the sole responsibility of the Contractor.

## **14. TAX PROVISIONS**

### **14.1 EXEMPTION**

The awarding authority is exempt from all taxes and duties, including Value Added Tax, pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities in respect of payment for substantial services provided under this contract on the territory of the European Community. Services provided to the Translation Centre shall be deemed substantial if they exceed the value of 247.89 euro excluding VAT.

## **14.2 APPLICATION OF VAT**

The onus shall be on the Contractor to ascertain the general conditions with regard to the application of VAT to translation services in the country in which he is resident for tax purposes or has his Registered Office. If the laws to which he is subject require the Contractor to pay VAT on fees received under this contract, he shall clearly indicate on the invoice the body to whom the translation services are rendered and show separately the fee and the amount of VAT payable. In such cases, payment to the Contractor will also include the amount of VAT charged. In the case of translation services provided within the Community, Contractors who are not liable to pay VAT on fees for such services shall include on the invoice the words "Exempt from VAT pursuant to Article 15(10) of Council Directive 77/388/EEC".

## **15. SUSPENSION OF THE CONTRACT**

Without prejudice to the Translation Centre 's right to terminate the Contract, the Translation Centre may at any time and for any reason suspend the execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgement of receipt or equivalent, or at a later date, where the notification provides so. The Translation Centre may at any time following a suspension give notice to Contractor to resume the work previously suspended. Contractor shall not be entitled to claim for compensation due to the suspension of the Contract or part thereof.

## **16. APPLICABLE LAW**

This contract is governed by the law of the Grand Duchy of Luxembourg.

## **17. JURISDICTION**

Any dispute between the Translation Centre and the Contractor or any claim by one party against the other under this contract which cannot be settled by the contracting parties out of court shall be brought before the courts of the Grand Duchy of Luxembourg.

## **18. ADMINISTRATIVE PROVISIONS**

### **18.1 AMENDMENTS**

Any amendment to this contract or to its Annexes shall be the subject of a supplementary written agreement concluded on the same terms as the contract and signed by the contracting parties before the expiry of the contract. A verbal agreement shall not be binding on the contracting parties.

### **18.2 COMMUNICATIONS**

Any communication with reference to the performance of this contract shall be made in writing in duplicate, and sent to the following addresses:

For the Translation Centre: External Translation Group, Central Planning Section, Nouvel Hemicycle -4, rue du Fort Thüngen, L-1499 Luxembourg-Kirchberg.

For the Contractor: «Gender» «FirstName» «Representative», «Street», «Post\_Code» «City», «Country»

**19. ANNEXES**

**19.1 DOCUMENTS**

The following documents are annexed to this contract and constitute an integral part of it:

Annex I: Tender Specifications

Annex II: Contractor's price offer + declared daily capacity

Annex III: Standard assessment sheet

Annex IV: Bank guarantee (specimen letter)

Done at ....., in English, in duplicate on .....

For the contractor:

For the Translation Centre:

«**FirstName**» «**Representative**»  
«**Position\_held**»

**Gailė Dagilienė,**  
**Director**

DRAFT

**ANNEX III (PART 1)**  
**ASSESSMENT SHEET**

(See document “ANNEX III (PART 1).xls”)

**ANNEX III (PART 2)**  
**NOTE TO THE STANDARD ASSESSMENT SHEET**

The translation system calculates the maximum number of errors allowed for each weekly assignment per language combination (MAX). This maximum count is a percentage count (see point 7.8 of the Framework Contract) based on the total number of sentences to translate (COM and OM) on the one hand and on the total number of words (PT, CAP, NICE, DISCL, SENS and GR) on the other.

During the internal revision stage the Translation Centre’s revisers mark errors that are automatically recorded and counted by the translation system (CNT).

The type of errors that the system records are the following:

COM: for COMPLETENESS, means that the translation contains more text than the text to translate, i.e. that some sentences in the target language contain more text than the corresponding source sentences.

OM: for OMISSION, means that the parts of the text to translate are missing in the translation, i.e. that some sentences have not been translated, or only partly translated.

PT: for PUNCTUATION, means that the punctuation in the translation is grammatically erroneous or does not comply with the instructions issued by the Translation Centre.

CAP: for CAPITALISATION, means that the first letter of the translated sentence is capitalised when it should not be or vice versa.

NICE: for NICE (heading), means that an expression in the text to translate matches a Heading of the Nice Classification for Goods and Services and hasn’t been translated accordingly. It can also mean that an expression in the text to translate has not been translated according to the instructions issued by the Translation Centre.

DISCL: for DISCLAIMER, means that terms or expressions in the disclaimer, colour and/or logo description fields of a trademark have not been treated according to the instructions (e.g. to translate or not to translate certain terms).

SENS: for SENSE, means that a translation is wrong.

GR: for GRAMMAR, means that the grammar, including orthography, of the translated text is erroneous.

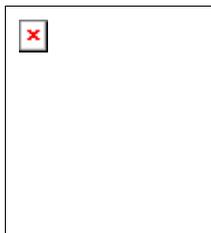
NOTE: The Translation Centre reserves the right to change parts and/or the layout of the assessment sheet insofar as this does not affect the contents thereof in accordance with the contract.

## ANNEX IV

### Letter of guarantee from the guarantor to the Translation Centre

1. On ..... you sent a contract (*reference No .....*) for ..... to ..... (*name of firm*) for signature.
2. Under the terms of the contract, any dispute between you and ..... shall be brought before the courts in Luxembourg, the contract being governed by Luxembourg law.
3. .... (name of bank) hereby irrevocably undertakes to pay all amounts owed to you by....., up to a maximum of ....., if it fails to fulfil its contractual obligations to deliver services within the timelimit and/or in accordance with the terms specified in the contract.
4. This guarantee may be called in upon first request for payment from the Translation Centre by registered letter stating that ..... has failed to fulfil its contractual obligations and specifying the amount being claimed.
5. Upon receipt of the request for payment we shall execute the guarantee without exception or objection within no more than 15 days. Any payment made pursuant to the present guarantee shall be deducted from the amount indicated above.
6. Any application to call in this present guarantee must reach us no more than 60 days after the date of expiry of the contract and any renewals thereof.
7. This guarantee and the effect given to it shall be governed exclusively by Luxembourg law.
8. Any dispute between you and us relating to this guarantee or to any payment made in the context thereof shall be brought before the courts in Luxembourg.
9. This guarantee shall enter into force the day it is issued for an indeterminate period. It shall lapse 60 days after the expiry of the contract and any renewals thereof.

## **Annex 4**



CENTRE DE TRADUCTION  
DES ORGANES DE  
L'UNION EUROPEENNE

### ANNEXE 1 -Invitation to tender for translation services

(Electronic Application Form)

If you decide to submit a tender for the present procedure, please complete this page and do submit

**The reference NÂ° of your file is: TM06/0104/SCRO**

**Target language(s):** please select the target languages concerned

<input type="checkbox"/> CS	<input type="checkbox"/> ES	<input type="checkbox"/> HU	<input type="checkbox"/> LV	<input type="checkbox"/> LT	<input type="checkbox"/> MT	<input type="checkbox"/> PL	<input type="checkbox"/> SK	<input type="checkbox"/> SL	<input checked="" type="checkbox"/> EN	<input type="checkbox"/> NL
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#### Administrative details (Part I)

* Name/Company name:	ACP Traductera, s. r. o.
* Abbreviation of company name :	ACP Traductera
* Legal form :	Ltd.
* Country of establishment	Czech Republic, CZ27198286
VAT No :	
* Trade register NÂ° :	27198286
* Place of registration :	Na Vysluni 201/13, 100 00 Prague 10, Czech Republic
* Date of registration :	29.11.2004

#### Administrative details (Part II)

* Surname of legal representative :	Vegrichtova	* First name:	Radka
* Position	Managing Director		
* Surname of contact person :	Satkova	* First name :	Jana
* Position	Project Manager for EU tenders		
* Official address (street and No) :	Nam. Miru 169/I		
* Postal code :	377 01	* City/town :	Jindrichuv Hradec
* Country	Czech republic		

#### Administrative details (Part III)

---

* Office telephone NÂ°	<input type="text" value="00420 384 361 300"/>	* Office fax NÂ° :	<input type="text" value="00420 384 361 303"/>
* Mobile phone NÂ° :	<input type="text" value="00420 774 426 404"/>	.	
* E-mail 1 :	<input type="text" value="jana.satkova@traductera.com"/>	* E-mail 2 :	<input type="text" value="info@traductera.com"/>

**ANNEX 2 – PRICES PER LOT**  
(in euro, per standard page and exclusive of VAT)

---

**Administrative details**

- \* Name/Company name: ACP Traductera, s. r. o.  
\* Surname of legal representative: Vegrichtova      \* First name: Radka  
\* Position: Managing Director  
\* Office telephone N°: 00420 384 361 300      \* Office fax N°: 00420 384 361 303  
\* E-mail: radka.vegrichtova@traductera.com

<b>SOURCE LANGUAGE</b>	<b>TARGET LANGUAGE</b>	<b>PRICE PER PAGE IN EURO</b>	<b>MINIMUM DAILY WORKLOAD</b>
Romanian	Czech		
Romanian	Estonian		
Romanian	Hungarian		
Romanian	Latvian		
Romanian	Lithuanian		
Romanian	Maltese		
Romanian	Polish		
Romanian	Slovak		
Romanian	Slovene		
Romanian	English	<i>Price</i>	<i>Daily workload tenderer is able to undertake</i>
Romanian	Dutch		

**Signature:** *Signature of the legal representative*

**Date:** July 31, 2006

**DO NOT FORGET TO SIGN - AN UNSIGNED TENDER IS NOT VALID !**

# **Documents proofing non-conformity with exclusion criteria**

1-936.54/2006

V ý p i s

z obchodního rejstříku, vedeného  
Městským soudem v Praze  
oddíl C, vložka 103793

Datum zápisu: 29. listopadu 2004  
Obchodní firma: ACP Traductera, s.r.o.  
Sídlo: Praha 10, Na Výsluní 201/13, PSČ 100 00  
Identifikační číslo: 271 98 286  
Právní forma: Společnost s ručením omezeným

Předmět podnikání:

- činnost podnikatelských, finančních, organizačních a ekonomických poradců
- překladatelská a tlumočnická činnost
- poskytování software a poradenství v oblasti hardware a software
- zpracování dat, služby databank, správa sítí
- služby v oblasti administrativní správy a služby organizačně hospodářské povahy
- grafické a kresličské práce
- velkoobchod
- specializovaný maloobchod a maloobchod se smíšeným zbožím
- zprostředkování obchodu a služeb

Předmět činnosti:

- pronájem nemovitostí, bytů a nebytových prostor bez poskytování jiných než základních služeb spojených s pronájmem

Statutární orgán:

jednatel: Mgr. Radka Vegrachtová, r.č. 765826/1897  
Jindřichův Hradec, U Nemocnice 487, PSČ 377 01  
den vzniku funkce: 18. ledna 2005

Způsob jednání za společnost:

Jménem společnosti jedná jednatel ve všech věcech samostatně.

Společníci:

WINSTAR MANAGEMENT LTD.  
Suite 13, First Floor, Oliaji Trade Centre, Francis Rachel Street, Victoria, Mahe  
Seychelská republika  
Vklad: 200 000,- Kč  
Splaceno: 100 %  
Obchodní podíl: 100%  
Základní kapitál: 200 000,- Kč  
Splaceno: 100 %

----- Správnost tohoto výpisu se potvrzuje -----

Městský soud v Praze

Číslo výpisu: 162200/2006

Výpis se poskytuje dle § 200dc o.s.ř.



Vyhotovil: Pilařová

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Finanční úřad pro Prahu 10

Petruhradská 1480/a

01 00 PRAHA 101

DIČ: CZ2014/05/010511/7066

Vyřizuje: Jeklová B.

Telefon: 267 273 306 linka: 3306

Fax: 267 273 098 e. overa: 1054

Pracoviště: Petruhradská 6

Praha 10

dne 11.10.2006

DIČ: CZ20198

AIR Transuctera, s.r.o.

Na vstupu 201710

PRAHA 10 - STRAŠNICE

100 00 PRAHA 10

### P O T V R Z E N Í

Oběma uvedeným správce daně na základě Vaší žádosti podaných V.18.1006 pod č.j. 31999/05/010511/7066 a v souladu s tímto nálezem a § 10 odst. 3 zákona č. 337/1992 Sb. o správě daní a poplatků nemáte žádné svých předpisů potvrzujících, ze dne 10.10.2006

**nemáte daňové nedoplatky**

Ve vztahu k finančnímu orgánu České republiky.

Otvřeno se vydává pro účely:

a) žádost daňového subjektu - č.j. 1054



Ing. Irena Pačková

vedoucí oddělení vyměrovacích právních věcí



ČESKÁ SPRÁVA SOCIÁLNÍHO ZABEZPEČENÍ  
ÚP PSSZ PRO PRAHU 10

V Korytech 1536/8, 100 00 Praha 10

**ACP Traductera, s.r.o.**  
Na Výsluní 201/13  
100 00 Praha 10

Č.j.: 21083/030-9007-9.10.2006/Zi-818

V Praze dne 9.10.2006

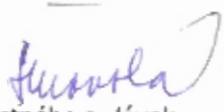
### **POTVRZENÍ**

o stavu závazků týkajících se pojistného na sociální zabezpečení a příspěvku na státní politiku zaměstnanosti a penále ve smyslu § 22 d zákona č. 589/1992 Sb., o pojistném na sociální zabezpečení a příspěvku na státní politiku zaměstnanosti v platném znění

Název organizace: **ACP Traductera, s.r.o.**  
Sídlo: **Na Výsluní 201/13, 100 00 Praha 10**  
Variabilní symbol: **10613472**  
IČO: **27198286**

Územní pracoviště PSSZ pro Prahu 10 potvrzuje, že výše uvedená malá organizace **nemá evidován nedoplatek** na splatných závazcích na pojistném na sociální zabezpečení a příspěvku na státní politiku zaměstnanosti a penále.

**Toto potvrzení se vystavuje ke dni 9.10.2006**

Ivana Šurovská   
vedoucí oddělení účtárny pojistného a dávek

Vyřizuje: Iveta Zimová  
☎ 271 026 321

PRAŽSKÁ SPRÁVA  
SOCIÁLNÍHO ZABEZPEČENÍ  
V KORYTECH  
PSSZ PRO PRAHU 10

**DORUČENKOU**

### **ANNEX 3 – DECLARATION ON HONOUR**

*(Exclusion Criteria, point 3.1)*

**I HEREBY CERTIFY, AS TENDERER/ LEGAL REPRESENTATIVE OF THE TENDERER<sup>1</sup> :**

that the tenderer/legal representative of the tenderer:

- is not bankrupt or being wound up, is not having his 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, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has not been convicted of an offence concerning his professional conduct by a judgement which has the force of *res judicata*;
- is not guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- has fulfilled his 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 he is established;
- 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 Communities' financial interests;
- has not been declared to be in serious breach of contract for failure to comply with their contractual obligations following another procurement procedure or grant award procedure financed by the Community budget.

Signature: *Signature of legal representative*

Date : July 31, 2006

that the tenderer/legal representative of the tenderer is not subject to any conflict of interest.

Signature: *Signature of legal representative*

Date : July 31, 2006

that neither the tenderer nor any member of its staff (where applicable) is an official or other agent currently employed by an European institution or body or a former official or other agent of an European institution or body in receipt of a pension or a monthly allowance paid from the budget of an European institution or body,

Signature: *Signature of legal representative*

Date : July 31, 2006

that to the best of my knowledge, all information provided is true and accurate.

Signature: *Signature of legal representative*

Date : July 31, 2006

**Establishment, status and  
legal form documents**

**Full name of the tenderer:** **ACP Traductera, s. r. o.**

**Legal status:** **Ltd.**

**VAT status:** **VAT payer (VAT ID: CZ27198286)**

**Number of registration  
(identification number):** **271 98 286**

**Registered address:** **Na Výsluní 201/13  
100 00 Prague 10  
Czech Republic**

**Branch office address:** **Nám. Míru 169/I  
377 01  
Jindřichův Hradec  
Czech Republic**

**Telephone:** **+420 384 361 300**

**Fax:** **+420 384 361 303**

**Contact person:** **Jana Šatková  
jana.satkova@traductera.com**

**Person empowered to  
represent company:** **Radka Vegrichtová  
Managing Director  
radka.vegrichtova@traductera.com**

**Bank name:** **eBanka, a.s.**

**Bank address:** **Hroznova 7/26  
České Budějovice**

**Bank account number:** **2141855001/2400**

**SWIFT:** **EBNKCZPPXXX**

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1-936.54/2006

V ý p i s

z obchodního rejstříku, vedeného  
Městským soudem v Praze  
oddíl C, vložka 103793

Datum zápisu: 29. listopadu 2004  
Obchodní firma: ACP Traductera, s.r.o.  
Sídlo: Praha 10, Na Výsluní 201/13, PSČ 100 00  
Identifikační číslo: 271 98 286  
Právní forma: Společnost s ručením omezeným

Předmět podnikání:

- činnost podnikatelských, finančních, organizačních a ekonomických poradců
- překladatelská a tlumočnická činnost
- poskytování software a poradenství v oblasti hardware a software
- zpracování dat, služby databank, správa sítí
- služby v oblasti administrativní správy a služby organizačně hospodářské povahy
- grafické a kresličské práce
- velkoobchod
- specializovaný maloobchod a maloobchod se smíšeným zbožím
- zprostředkování obchodu a služeb

Předmět činnosti:

- pronájem nemovitostí, bytů a nebytových prostor bez poskytování jiných než základních služeb spojených s pronájmem

Statutární orgán:

jednatel: Mgr. Radka Vegrachtová, r.č. 765826/1897  
Jindřichův Hradec, U Nemocnice 487, PSČ 377 01  
den vzniku funkce: 18. ledna 2005

Způsob jednání za společnost:

Jménem společnosti jedná jednatel ve všech věcech samostatně.

Společníci:

WINSTAR MANAGEMENT LTD.  
Suite 13, First Floor, Oliaji Trade Centre, Francis Rachel Street, Victoria, Mahe  
Seychelská republika  
Vklad: 200 000,- Kč  
Splaceno: 100 %  
Obchodní podíl: 100%  
Základní kapitál: 200 000,- Kč  
Splaceno: 100 %

----- Správnost tohoto výpisu se potvrzuje -----

Městský soud v Praze

Číslo výpisu: 162200/2006

Výpis se poskytuje dle § 200dc o.s.ř.



Vyhotovil: Pilařová

# **Documents proofing economic and financial capacity of ACP Traductera**

This page is left intentionally blank because it is intended to contain *appropriate statement from bank confirming financial capacity* of tenderer which is considered to be a susceptible document

This page is left intentionally blank because it is intended to contain *evidence of professional risk indemnity insurance* of tenderer which is considered to be a susceptible document

## ROZVAHA ve zjednodušeném rozsahu

Obchodní firma nebo jiný název účetní jednotky

NEPALIA s.r.o.

Účetní jednotka doručí  
účetní závěrku současně  
s doručením daňového přiznání  
za daň z příjmů

ke dni ..... 31.12.2004 .....

(v celých tisících Kč)

Sídlo nebo bydliště účetní jednotky  
a místo podnikání liší-li se od bydliště

Praha 10 Na Výsluní

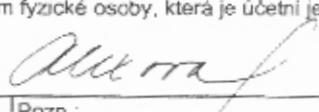
201/13 10000

1 x příslušnému finančnímu  
úřadu

Rok	Měsíc	IČ							
200 4	1 2	2	7	1	9	8	2	8	6

Označení a	AKTIVA b	Řádek c	Běžné účetní období			Minulé úč. období
			Brutto 1	Korekce 2	Netto 3	Netto 4
	AKTIVA CELKEM	001	221		221	200
A	Pohledávky za upsaný základní kapitál	002				
B	Dlouhodobý majetek	003				
B I.	Dlouhodobý nehmotný majetek	004				
B II.	Dlouhodobý hmotný majetek	005				
B III.	Dlouhodobý finanční majetek	006				
C	Oběžná aktiva	007	200		200	200
C I.	Zásoby	008				
C II.	Dlouhodobé pohledávky	009				
C III.	Krátkodobé pohledávky	010	24		24	0
C IV.	Krátkodobý finanční majetek	011	176		176	200
D I.	Časové rozlišení	012	21		21	0

Označení a	P A S I V A b	řádek c	Stav v běžném účet. období 5	Stav v minulém účet. období 6
	PASIVA CELKEM	013	221	200
A.	Vlastní kapitál	014	192	200
A. I.	Základní kapitál	015	200	200
A. II.	Kapitálové fondy	016		
A. III.	Rezervní fondy, nedělitelný fond a ostatní fondy ze zisku	017		
A. IV.	Výsledek hospodaření minulých let	018		
A. V.	Výsledek hospodaření běžného účetního období (+/-)	019	-8	0
B.	Cizí zdroje	020	29	0
B. I.	Rezervy	021		
B. II.	Dlouhodobé závazky	022		
B. III.	Krátkodobé závazky	023	29	0
B. IV.	Bankovní úvěry a výpomoci	024		
C. I.	Časové rozlišení	025		

Sestaveno dne: <b>14.1.2005</b>		Podpisový záznam statutárního orgánu účetní jednotky nebo podpisový záznam fyzické osoby, která je účetní jednotkou 
Právní forma účetní jednotky: <b>společnost s ručením omezeným</b>	Předmět podnikání: <b>pronájem nemovitostí</b>	Pozn.:

Zpracováno v souladu s vyhláškou č. 500/2002  
Sb. ve znění pozdějších předpisů

**ROZVAHA**  
**(BILANCE)**  
ke dni **31.12.2005**  
( v celých tisících Kč )

IČ
27 19 82 86

Obchodní firma nebo jiný  
název účetní jednotky

**ACP Traductera**

**s.r.o.**

Sídlo, bydliště nebo místo  
podnikání účetní jednotky

Na Výsluní 201/10

Praha 10

100 00

označ a	AKTIVA b	řád c	Běžné účetní období			Min.úč. období
			Brutto 1	Korekce 2	Netto 3	Netto 4
	<b>AKTIVA CELKEM (ř. 02 + 03 + 31 + 63)</b>	001	1 438	-8	1 430	221
A	Pohledávky za upsaný základní kapitál	002	0	0	0	0
B	<b>Dlouhodobý majetek (ř. 04 + 13 + 23)</b>	003	206	-8	198	0
B. I.	<b>Dlouhodobý nehmotný majetek (ř.05 až 12)</b>	004	0	0	0	0
B. I. 1	Zřizovací výdaje	005	0	0	0	0
	2 Nehmotné výsledky výzkumu a vývoje	006	0	0	0	0
	3 Software	007	0	0	0	0
	4 Ocenitelná práva	008	0	0	0	0
	5 Goodwill	009	0	0	0	0
	6 Jiný dlouhodobý nehmotný majetek	010	0	0	0	0
	7 Nedokončený dlouhodobý nehmotný majetek	011	0	0	0	0
	8 Poskytnuté zálohy na dlouhodobý nehmotný majetek	012	0	0	0	0
B. II	<b>Dlouhodobý hmotný majetek (ř.14 až 22)</b>	013	76	-8	68	0
B. II. 1	Pozemky	014	0	0	0	0
	2 Stavby	015	0	0	0	0
	3 Samostatné movité věci a soubory movitých věcí	016	76	-8	68	0
	4 Pěstitelské celky trvalých porostů	017	0	0	0	0
	5 Základní stádo a tažná zvířata	018	0	0	0	0
	6 Jiný dlouhodobý hmotný majetek	019	0	0	0	0
	7 Nedokončený dlouhodobý hmotný majetek	020	0	0	0	0
	8 Poskytnuté zálohy na dlouhodobý hmotný majetek	021	0	0	0	0
	9 Oceňovací rozdíl k nabytému majetku	022	0	0	0	0
B. III	<b>Dlouhodobý finanční majetek (ř. 24 až 30)</b>	023	130	0	130	0
B. III. 1	Podíly v ovládaných a řízených osobách	024	130	0	130	0
	2 Podíly v účetních jednotkách pod podstatným vlivem	025	0	0	0	0
	3 Ostatní dlouhodobě cenné papíry a podíly	026	0	0	0	0
	4 Půjčky a úvěry - ovládající a řídicí osoba, podstatný vliv	027	0	0	0	0
	5 Jiný dlouhodobý finanční majetek	028	0	0	0	0
	6 Pořizovaný dlouhodobý finanční majetek	029	0	0	0	0
	7 Poskytnuté zálohy na dlouhodobý finanční majetek	030	0	0	0	0

Formulář zpracovala ASPEKT HM, daňová, účetní a auditorská kancelář, Vodňanského 4, Praha 6-Břevnov, tel. 233 356 811

označ a	AKTIVA b	řád c	Běžné účetní období			Min úč období
			Brutto 1	Korekce 2	Netto 3	Netto 4
C	<b>Oběžná aktiva (ř. 32 + 39 + 48 + 58)</b>	031	1 222	0	1 222	200
C I	<b>Zásoby (ř.33 až 38)</b>	032	0	0	0	0
C I 1	Materiál	033	0	0	0	0
	2 Nedokončená výroba a polotovary	034	0	0	0	0
	3 Výrobky	035	0	0	0	0
	4 Zvířata	036	0	0	0	0
	5 Zboží	037	0	0	0	0
	6 Poskytnuté zálohy na zásoby	038	0	0	0	0
C II	<b>Dlouhodobé pohledávky (ř. 40 až 47)</b>	039	70	0	70	0
C II 1	Pohledávky z obchodních vztahů	040	0	0	0	0
	2 Pohledávky - ovládající a řídicí osoba	041	70	0	70	0
	3 Pohledávky - podstatný vliv	042	0	0	0	0
	4 Pohledávky za společníky, členy družstva a za účastníky sdružení	043	0	0	0	0
	5 Dlouhodobé poskytnuté zálohy	044	0	0	0	0
	6 Dohadné účty aktivní	045	0	0	0	0
	7 Jiné pohledávky	046	0	0	0	0
	8 Odložená daňová pohledávka	047	0	0	0	0
C III	<b>Krátkodobé pohledávky (ř. 49 až 57)</b>	048	783	0	783	24
C III 1	Pohledávky z obchodních vztahů	049	681	0	681	24
	2 Pohledávky - ovládající a řídicí osoba	050	0	0	0	0
	3 Pohledávky - podstatný vliv	051	0	0	0	0
	4 Pohledávky za společníky, členy družstva a za účastníky sdružení	052	0	0	0	0
	5 Sociální zabezpečení a zdravotní pojištění	053	0	0	0	0
	6 Stát - daňové pohledávky	054	102	0	102	0
	7 Krátkodobé poskytnuté zálohy	055	0	0	0	0
	8 Dohadné účty aktivní	056	0	0	0	0
	9 Jiné pohledávky	057	0	0	0	0
C IV	<b>Finanční majetek (ř. 59 až 62)</b>	058	369	0	369	176
C IV 1	Peníze	059	5	0	5	176
	2 Účty v bankách	060	364	0	364	0
	3 Krátkodobý cenné papíry a podíly	061	0	0	0	0
	4 Pořizovaný krátkodobý finanční majetek	062	0	0	0	0
D I	<b>Časové rozlišení (ř. 64 až 66)</b>	063	10	0	10	21
D I 1	Náklady příštích období	064	10	0	10	21
	2 Komplexní náklady příštích období	065	0	0	0	0
	3 Příjmy příštích období	066	0	0	0	0

označ a	PASIVA b	řád c	Běžné úč. období 5	Min úč. období 6
	<b>PASIVA CELKEM (ř. 68 + 85 + 118)</b>	067	1 430	221
A.	<b>Vlastní kapitál (ř. 69 + 73 + 78 + 81 + 84)</b>	068	82	192
A. I.	<b>Základní kapitál (ř. 70 až 72)</b>	069	200	200
1	Základní kapitál	070	200	200
2	Vlastní akcie a vlastní obchodní podíly (-)	071	0	0
3	Změny základního kapitálu	072	0	0
A. II.	<b>Kapitálové fondy (ř. 74 až 77)</b>	073	0	0
A. II. 1	Emisní ážio	074	0	0
2	Ostatní kapitálové fondy	075	0	0
3	Oceňovací rozdíly z přecenění majetku a závazků	076	0	0
4	Oceňovací rozdíly z přecenění při přeměnách	077	0	0
A. III.	<b>Rezervní fondy, nedělitelný fond a ostatní fondy ze zisku (ř. 79 + 80)</b>	078	0	0
A. III. 1	Zákonný rezervní fond / Nedělitelný fond	079	0	0
3	Statutární a ostatní fondy	080	0	0
A. IV.	<b>Výsledek hospodáření minulých let (ř. 82 + 83)</b>	081	-8	0
A. IV. 1	Nerozdělený zisk minulých let	082	0	0
2	Neuhrazená ztráta minulých let	083	-8	0
A. V.	<b>Výsledek hospodáření běžného účetního období (+/-)</b> <i>/ř.01 - (+ 69 + 73 + 78 + 81 + 85 + 118)/</i>	084	-110	-8
B.	<b>Cizí zdroje (ř. 86 + 91 + 102 + 114)</b>	085	1 348	29
B. I.	<b>Rezervy (ř. 87 až 90)</b>	086	0	0
B. I. 1	Rezervy podle zvláštních právních předpisů	087	0	0
2	Rezerva na důchody a podobné závazky	088	0	0
3	Rezerva na daň z příjmů	089	0	0
4	Ostatní rezervy	090	0	0
B. II.	<b>Dlouhodobé závazky (ř. 92 až 101)</b>	091	448	0
B. II. 1	Závazky z obchodních vztahů	092	0	0
2	Závazky - ovládající a řídicí osoba	093	445	0
3	Závazky - podstatný vliv	094	0	0
4	Závazky ke společníkům, členům družstva a k účastníkům sdružení	095	0	0
5	Dlouhodobě přijaté zálohy	096	0	0
6	Vydané dluhopisy	097	0	0
7	Dlouhodobé směnky k úhradě	098	0	0
8	Dohadné účty pasivní	099	0	0
9	Jiné závazky	100	3	0
10	Odložený daňový závazek	101	0	0

označ a	PASIVA b	řád c	Běžné úč. období 5	Min.úč. období 6
B. III.	<b>Krátkodobé závazky (ř. 103 až 113)</b>	102	900	29
B. III. 1	Závazky z obchodních vztahů	103	836	29
2	Závazky - ovládající a řídicí osoba	104	0	0
3	Závazky - podstatný vliv	105	0	0
4	Závazky ke společníkům, členům družstva a k účastníkům sdružení	106	0	0
5	Závazky k zaměstnancům	107	26	0
6	Závazky ze sociálního zabezpečení a zdravotního pojištění	108	16	0
7	Stát - daňové závazky a dotace	109	3	0
8	Krátkodobé přijaté zálohy	110	0	0
9	Vydané dluhopisy	111	0	0
10	Dohadné účty pasivní	112	19	0
11	Jiné závazky	113	0	0
B. IV	<b>Bankovní úvěry a výpomoci (ř. 115 až 117)</b>	114	0	0
B. IV 1	Bankovní úvěry dlouhodobé	115	0	0
2	Bankovní úvěry krátkodobé	116	0	0
3	Krátkodobé finanční výpomoci	117	0	0
C. I.	<b>Časové rozlišení (ř. 119 + 120)</b>	118	0	0
C. I. 1	Výdaje příštích období	119	0	0
2	Výnosy příštích období	120	0	0

Právní forma účetní jednotky :	<i>A. S. O.</i>
Předmět podnikání nebo jiné činnosti :	<i>přehladařská činnost</i>

Okamžik sestavení	Podpisový záznam osoby odpovědné za sestavení účetní závěrky	Podpisový záznam statutárního orgánu nebo fyzické osoby, která je účetní jednotkou
15.02.06	Ing. Kamila Trutenková 	Radka Medřichová - jednatel 
 <b>ACP Traductera, s. r. o.</b> Na Výsluní 201/13, CZ - 100 00 Praha 10 IČ: 27198286, DIČ: CZ27198286		

Formulář zpracovala ASPEKT HM, daňová, účetní a auditorská kancelář, Vodňanského 4, Praha 6-Břevnov, tel. 233 356 811

This page is left intentionally blank because it is intended to contain *statement on honour on overall turnover and turnover for the services covered by the contract during the last three financial years* duly signed by legal representative of tenderer which is considered to be a susceptible document

# **Documents proofing technical capacity of ACP Traductera**

## ANNEX 4 - COMPUTER AND TELECOMMUNICATIONS EQUIPMENT QUESTIONNAIRE

### Mandatory questions

At several points in the questionnaire, you will see the word "mandatory". You must be able to answer YES to ALL THE MANDATORY QUESTIONS.

<b>Name of tenderer</b>	.....
-------------------------	-------

<b><u>Operating system</u></b>	You must reply YES to <b>at least one</b> of the following:
Microsoft Windows 2000*	YES <input type="checkbox"/> NO <input type="checkbox"/>
Microsoft Windows XP*	YES <input type="checkbox"/> NO <input type="checkbox"/>
Other	..... <b>Mandatory</b>
<b><u>Microsoft Word 97 for Windows*</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
or later version* (please specify)	.....
Other (for information only)	..... <b>Mandatory</b>
<b><u>Internet Explorer 6.0 or later version, or</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Netscape 7.2 or later version	.....
Other	..... <b>Mandatory</b>
Fax Number	.....
Email address	..... <b>Mandatory</b>

<b><u>Translation memory software</u></b>	
Which? (please also give the version number)	.....
TMX format	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b><u>File compression software*</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which?	.....
<b><u>Software for editing/translating HTML pages:</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which? (please also give the version number)	.....
<b><u>Software for editing/translating XML pages:</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which? (please also give the version number)	.....
<b><u>Software for editing/translating XLIFF pages:</u></b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which? (please also give the version number)	.....

\* or equivalent (please specify)

**HARDWARE**

<u>PCs</u> <i>Network (if any)</i>	<i>Please, specify</i>
<u>Back up storage media</u> <i>External hard discs</i> <i>ZIP drives</i> <i>Tapes</i> <i>Other</i>	<i>Please, specify</i>
<u>Server</u>	<i>Please, specify</i>

**SOFTWARES**

<u>Antivirus program</u>	Name .....
<u>Disaster recovery solutions</u>	.....
<u>Other file formats supported</u> <i>(e.g. xml, html, rtf, wpf, pdf, tmx, vss, tiff, jpg, etc.)</i>	.....
<u>Computer-Assisted Translation</u> <i>(indicate type and /or number of licences)</i>  <i>Volume of work (standard pages, done using the tools listed :</i>	    
<u>Other relevant software</u>	.....

**Documents proofing professional  
capacity of ACP Traductera**

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## ACP Traductera general information and project realization

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ACP Traductera is a translation and localization service provider specializing in Central and Eastern European languages. Our mission is to support the entry of our client's products and services into the Central and Eastern European market by offering comprehensive, reliable and high-quality services.

To achieve standards of quality that are recognized and respected throughout the world, ACP Traductera is currently preparing and taking measures to be able to successfully obtain certifications soon according to the EN-15038 European Quality Standard for Translation Services and ISO 9001:2000.

### Project realization

ACP Traductera is able to take care of the jobs assigned under the contract in cooperation with its team of highly educated and many year experienced translators, proofreaders and project managers. To be able to deliver translation services at the highest quality level ACP Traductera suggest the following project realization:

#### 1. Translation

Translators, **Cristina Boguleanu, Aurora Conrad, Delia Georgescu, Sandu Bogdan** and **Ion Radoj**, are university educated long-term experienced even in translation in the field of law and patents. They will take care of all jobs assigned under the contract using the CAT tool provided by the Translation Centre.

#### 2. Grammar and style proofreading

Proofreader, **Rupert Haigh**, is established author of a number of books on legal English and business with experience in teaching legal English with a strong academic background in English and law and practical legal experience, professional in providing grammar and style proofreadings of English texts. He will perform grammar and style proofreading of the translated texts, ensuring that there are no grammatical errors and that the language used is appropriate.

#### 3. Project Management

Project Manager, **Jana Šatková**, is university educated in management and one of the most experienced project managers in ACP Traducter. She will be in charge of the whole project, determinate project schedule, assign source files to translators and proofreader, monitor deadlines, perform in-house check before final delivery to the Translation Centre.

#### 4. IT support

IT Specialist, **Lída Chromá**, is very important member of the team, IT educated and experienced in managing SW highly demanding projects. She provides IT support on daily basis to ACP Traductera project managers, translators, revisers etc. Her role will be to manage training and IT support for the CAT tool which is required by the Translation Centre for processing jobs assigned under the contract.

## **Definitions**

**Translation** - translation of the source text, formatting according to the original, quality check on target text completeness, spell check, correctness of names and numerals, terminological consistency and compliance with specific instructions.

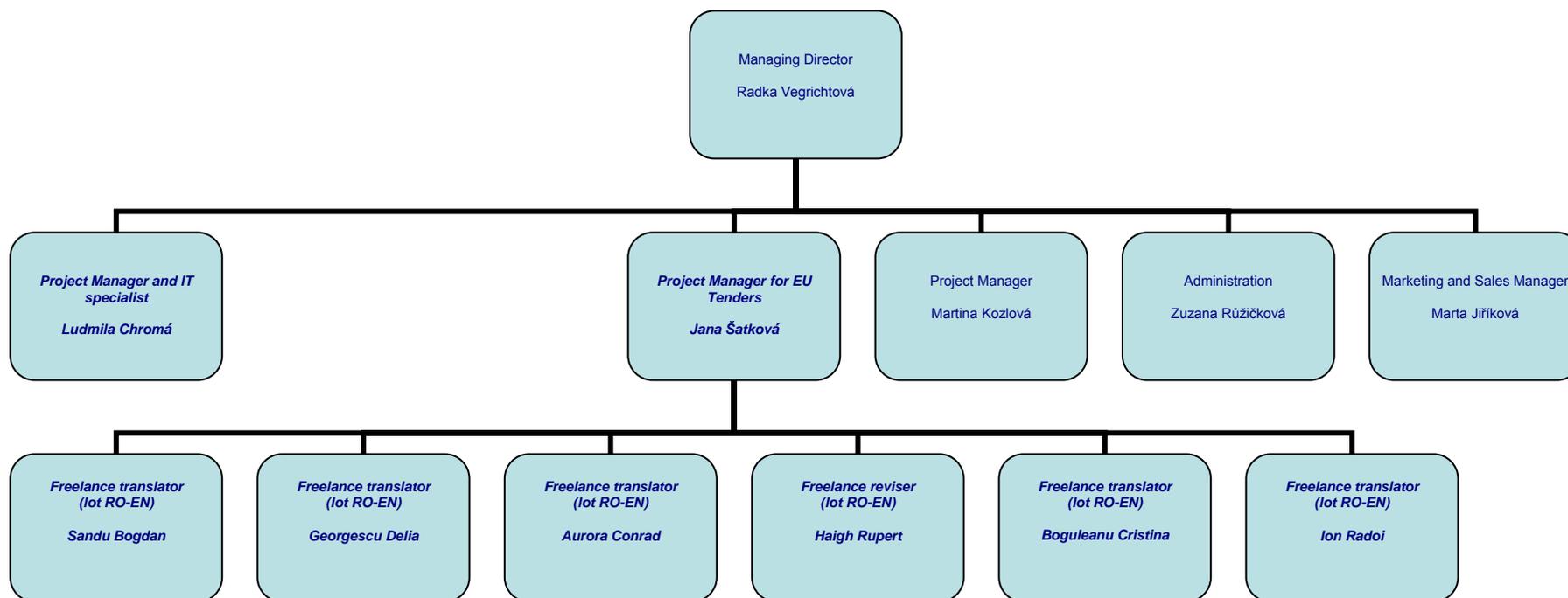
**Proofreading** – full grammatical and stylistic proofreading of the target text without checking against the source text (always done by linguists).

**In-house Check** - check on text formatting, spell-check, correctness of names and numerals and target text completeness, compliance with specific instructions (parallel texts, DTP, etc.), target file functionality (hidden text, file format, file name...).

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## Organization Chart lot RO-EN

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\* Persons responsible for managing work assigned under the framework contract, translators and revisers are written bold in italics.

\*\* Cooperation with freelance translators and revisers is based on Service Agreement with ACP Traductera.

## ANNEX 8 – WORKING METHODS AND QUALITY CONTROL QUESTIONNAIRE

<b>Name of tenderer</b>	.....
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**Please answer the following questions as briefly as possible**

- 1) How do you handle peaks in workflow/temporary staff shortages?
- 2) Describe your working methods, paying particular attention to how and when reference material is provided, how and when translations are checked by colleagues and/or experts, etc.
- 3) How is feedback from the clients handled?
- 4) Describe your backup methods, and make sure to mention how often (daily, weekly or monthly) you back up your files, and on what medium.
- 5) Do you have any quality control measures not already mentioned?
- 6) How are jobs assigned (e.g. do you have a ranking system according to qualifications, past experience with the company, etc., and how do you check availability, etc.) *(if applicable)*?
- 7) What type of job-specific instructions and reference material are provided, and how *(if applicable)*?
- 8) How is translation/revision staff recruited *(if applicable)*?
- 9) What kind of training and/or general instructions does translation staff receive *(if applicable)*?

This page is left intentionally blank because it is intended to contain *profiles of Project Manager, IT Specialist, signed CVs of translators and proofreader together with copies of their diplomas* which are considered to be susceptible documents

**ANNEX 6 - QUALIFICATIONS OF TRANSLATION TEAM (INTERNAL AND/OR EXTERNAL)**

*(1 table per lot)*

Name of tenderer	ACP Traductera	Lot : RO/EN
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**NB: Any translation staff member who does not have the minimum level of qualifications and experience required will be disregarded for the purpose of this call for tenders.**

Name of translator <sup>1</sup>	Internal/External	With tenderer since	Degree
Delia Georgescu	External	2006	University Degree
Sandu Bogdan Ionut	External	2005	University Degree
Ana-Aurora Conrad	External	2006	University Degree
Rupert Haigh	External	2006	University Degree
Boguleanu Cristina	External	2006	University Degree
Ion Radoi	External	2006	University Degree

<sup>1</sup> Tenderers must provide, for each staff member listed here and wherever appropriate as a minimum, a recent cv (Annex 6), including signature of the translator/reviser, a copy of his/her diploma.

## **ANNEX 7 - EXPERIENCE OF TENDERER**

*(1 table per lot)*

<b>Name of tenderer</b>	<b>ACP Traductera</b>	<b>Lot : RO/EN</b>
-------------------------	-----------------------	--------------------

**NB: Any translation staff member who does not have the minimum level of qualifications and experience required will be disregarded for the purpose of this call for tenders.**

<b>Relevant Translation Experience</b>		
<b>Reference(s) from clients</b>	<b>Subject matter</b>	<b>Number of pages</b>
Astra Zeneca	law	90
BMA	law, patents	10
KIA	law	35
MARSH	patents	150
RUBRICA Creative	intellectual property	50
Kappa	law	5

This page is left intentionally blank because it is intended to contain *reference letters*  
*proofing required professional experience* of tenderer which are considered to be susceptible  
documents

## **Annex 5**

09/02/2007 S28 Community institutions – Commission – Services – General information  
I. II. IV. V. VI.

## L-Luxembourg: TM06/0104/SCRO — translation services

2007/S 28-033074

### Contract award notice

#### Services

#### **Section I: Contracting authority**

I.1) **Name, addresses and contact point(s):**

Translation Centre for the Bodies of the European Union, Nouvel Hémicycle, niveau -4, 1, rue du Fort Thüngen, L-1499 Luxembourg-Kirchberg. E-mail: [tenders@cdt.europa.eu](mailto:tenders@cdt.europa.eu).

#### **Internet address(es):**

General address of the contracting authority: [www.cdt.europa.eu](http://www.cdt.europa.eu).

I.2) **Type of the contracting authority and main activity or activities:**

European institution/agency or international organisation.  
The contracting authority is purchasing on behalf of other contracting authorities: no.

#### **Section II: Object of the contract**

II.1) **Description**

II.1.1) **Title attributed to the contract by the contracting authority:**  
TM06/0104/SCRO.

II.1.2) **Type of contract and location of works, place of delivery or of performance:**

Services.  
Service category No 27.  
In case of contract for service categories 17 to 27, do you agree to the publication of this notice? Yes.  
Main place of performance: the translation work will be carried out on the premises of the contractor.

II.1.4) **Short description of the contract or purchase(s):**

The Translation Centre for the Bodies of the European Union is planning to conclude framework contracts for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Czech, Dutch, English, Estonian, Hungarian, Latvian, Lithuanian, Maltese, Polish, Slovak and Slovene.

II.1.5) **Common procurement vocabulary (CPV):**

74831300.

II.1.6) **Contract covered by the Government Procurement Agreement (GPA):**

No.

#### **Section IV: Procedure**

IV.1) **Type of procedure:**

Open.

IV.2.1) **Award criteria:**

The most economically advantageous tender in terms of:  
1. quality; weighting: 60;  
2. price; weighting: 40.

IV.2.2) **An electronic auction was used:**

No.

IV.3) **Administrative information**

IV.3.2) **Previous publication(s) concerning the same contract:**

Contract notice number in OJ: [2006/S 111-118187](#) of 14.6.2006.

#### **Section V: Award of contract**

Contract No TM06/0104/SCRO — CS

Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Czech.

V.1) **Date of contract award:**

1.1.2007.

**V.2) Number of offers received:**

4.

**V.3) Name and address of economic operator to whom the contract has been awarded:**

Lionbridge International.

**V.4) Information on value of contract:**

Total final value of the contract:

lowest offer: EUR 24,26/highest offer: EUR 30.

Contract No TM06/0104/SCRO — ET

Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Estonian.

**V.1) Date of contract award:**

1.1.2007.

**V.2) Number of offers received:**

5.

**V.3) Name and address of economic operator to whom the contract has been awarded:**

Käännöstoimisto Noodi Oy.

**V.4) Information on value of contract:**

Total final value of the contract:

lowest offer: EUR 30/highest offer: EUR 65,76.

Contract No TM06/0104/SCRO — HU

Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Hungarian.

**V.1) Date of contract award:**

1.1.2007.

**V.2) Number of offers received:**

5.

**V.3) Name and address of economic operator to whom the contract has been awarded:**

Archetypon SA.

**V.4) Information on value of contract:**

Total final value of the contract:

lowest offer: EUR 23/highest offer: EUR 84,72.

Contract No TM06/0104/SCRO — LV

Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Latvian.

**V.1) Date of contract award:**

1.1.2007.

**V.2) Number of offers received:**

4.

**V.3) Name and address of economic operator to whom the contract has been awarded:**

Archetypon SA.

**V.4) Information on value of contract:**

Total final value of the contract:

lowest offer: EUR 22/highest offer: EUR 30.

Contract No TM06/0104/SCRO — LT

Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Lithuanian.

**V.1) Date of contract award:**

1.1.2007.

**V.2) Number of offers received:**

4.

**V.3) Name and address of economic operator to whom the contract has been awarded:**

Skrivanek s.r.o.

**V.4) Information on value of contract:**

Total final value of the contract:

lowest offer: EUR 22/highest offer: EUR 30.

Contract No TM06/0104/SCRO — MT

Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Maltese.

- V.1) **Date of contract award:**  
1.1.2007.
- V.2) **Number of offers received:**  
4.
- V.3) **Name and address of economic operator to whom the contract has been awarded:**  
Archetypon SA.
- V.4) **Information on value of contract:**  
Total final value of the contract: EUR 60.  
Contract No TM06/0104/SCRO — PL  
Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Polish.
- V.1) **Date of contract award:**  
1.1.2007.
- V.2) **Number of offers received:**  
5.
- V.3) **Name and address of economic operator to whom the contract has been awarded:**  
Skrivanek s.r.o.
- V.4) **Information on value of contract:**  
Total final value of the contract:  
lowest offer: EUR 19/highest offer: EUR 50.  
Contract No TM06/0104/SCRO — SK  
Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Slovak.
- V.1) **Date of contract award:**  
1.1.2007.
- V.2) **Number of offers received:**  
4.
- V.3) **Name and address of economic operator to whom the contract has been awarded:**  
Skrivanek s.r.o.
- V.4) **Information on value of contract:**  
Total final value of the contract:  
lowest offer: EUR 18/highest offer: EUR 77,14.  
Contract No TM06/0104/SCRO — SL  
Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Slovene.
- V.1) **Date of contract award:**  
1.1.2007.
- V.2) **Number of offers received:**  
4.
- V.3) **Name and address of economic operator to whom the contract has been awarded:**  
Lionbridge International.
- V.4) **Information on value of contract:**  
Total final value of the contract:  
lowest offer EUR 44,47/highest offer: EUR 60.  
Contract No TM06/0104/SCRO — EN  
Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into English.
- V.1) **Date of contract award:**  
1.1.2007.
- V.2) **Number of offers received:**  
5.
- V.3) **Name and address of economic operator to whom the contract has been awarded:**  
ACP Traductera.
- V.4) **Information on value of contract:**  
Total final value of the contract:  
lowest offer: EUR 19/highest offer: EUR 55,28.  
Contract No TM06/0104/SCRO — NL

Title: framework contract for the translation of standardised technical texts in the industrial/intellectual property field from Romanian into Dutch.

- V.1) **Date of contract award:**  
1.1.2007.
- V.2) **Number of offers received:**  
3.
- V.3) **Name and address of economic operator to whom the contract has been awarded:**  
Skrivanek s.r.o.
- V.4) **Information on value of contract:**  
Total final value of the contract:  
lowest offer: EUR 30/highest offer: EUR 86,62.

#### **Section VI : Complementary information**

- VI.1) **Contract related to a project and/or programme financed by Community funds:**  
No.
- VI.3) **Procedures for appeal**
- VI.3.3) **Service from which information about the lodging of appeals may be obtained:**  
E-mail: [tenders@cdt.europa.eu](mailto:tenders@cdt.europa.eu).
- VI.4) **Date of dispatch of this notice:**  
30.1.2007.

## **Annex 6**

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## Initial training – tender 2006\_S 111-118187

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This manual should help translators/reviewers to understand needs of our client and get a brief information about some specific facts when cooperating with European Union. As far as our client really cares about the quality of the work delivered, please be double careful when working on the documents for EU and check all official terminology resources (please find some tips below) you know about. Any delivery that doesn't comply with requirements of the client may result in termination of the contract or penalties.

**Your contact person in ACP Traductera for this project:** Ms. Martina Polívková

**E-mail:** [martina.polivkova@traductera.com](mailto:martina.polivkova@traductera.com)

**Skype:** martinap.traductera

**Phone:** 00420 384 361 300

**Fax:** 00420 384 361 303

**Task:** provision of services relating to translation of standardized technical texts in the industrial/intellectual property field

**Source language:** Romanian

**Target language:** English

**Definitions:**

- **Translation** shall mean the translation of a text into the target language specified.
- **Computer-assisted translation** shall mean the translation of a text using Computer-Assisted Translation software or of a text which has already been pre-processed using Computer-Assisted Translation software.
- **Revision** shall mean the re-reading and where necessary reworking of a text which has already been translated to ensure that the translation is an accurate rendering of the original.
- **Post-editing** means the revision and, if necessary, correction of any part of the text that has been translated with CAT software.
- **Modification** shall mean the translation and introduction of amendments into a text which has already been translated.
- **Standard page** shall mean a page of text comprising 1.500 characters, excluding spaces, in the source language.

**Job assignment:** once the translator accepts the deadline it cannot be prolonged!!!!

**CAT:** Prior to being sent out for translation, all files are pre-processed using a computer assisted translation programme. Identical sentences will not be editable by translator. Translations of source sentences for which a similar entry was found in the database will require editing.

The translator will be required to translate sentences for which no match at all was found in the database (i.e. sentences for which a match of only 50% or less was found) and post-edit sentences for which a similar but not identical sentence was found (i.e. sentence for which a match of between 50% and 99% was found).

**Contact details:**

Telephone : +420 384 361 300  
Fax: +420 384 361 303  
E-mail: [info@traductera.com](mailto:info@traductera.com)

[www.traductera.com](http://www.traductera.com)

**Office:**

ACP Traductera, s.r.o.  
Nám. Míru 169/I  
377 01 Jindřichův Hradec  
Czech Republic



## Quality Control

The client will carry out quality control on all works supplied by the translator. **Quality assessment sheets are established each week for each batch of texts** by the client and will be sent to us for reference. Please study the feedback and update TM not to do the same mistakes again in any further translation.

Where the quality is judged to be unsatisfactory, our client will inform us in writing within one month of receipt of the work. This shall have the effect of suspending the 30 days payment period.

### Quality assessment sheet

The translation system calculates the maximum number of errors allowed for each weekly assignment per language combination (MAX). This maximum count is a percentage count based on the total number of sentences to translate (COM and OM) on the one hand and on the total number of words (PT, CAT, NICE, DISCL, SENS and GR) on the other.

The type of errors that the translation system records are the following:

Type of mistake	Abbreviation	Explanation
COMPLETENESS	COM	the translation contains more text than the text to translate
OMISSION	OM	the parts of the text to translate are missing in the translation
PUNCTUATION	PT	the punctuation in the translation is grammatically erroneous or does not comply with the instructions issued by the client
CAPITALISATION	CAP	the first letter of the translated sentence is capitalised when it should not be or vice versa
NICE (heading)	NICE	an expression in the text to translate matches a Heading of the Nice Classification for Goods and Services and hasn't been translated accordingly
DISCLAIMER	DISCL	terms or expressions in the disclaimer, colour and/or logo description fields of a trademark have not been treated according to the instructions (i. e. to translate or not translate certain terms)
SENSE	SENS	a translation is wrong
GRAMMAR	GR	the grammar, including orthography, of the translated text is erroneous

***So please be really careful and check each translation for the above mentioned problematic points.***

#### Contact details:

Telephone : +420 384 361 300  
 Fax: +420 384 361 303  
 E-mail: [info@traductera.com](mailto:info@traductera.com)

[www.traductera.com](http://www.traductera.com)

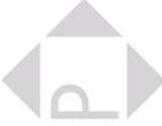
#### Office:

ACP Traductera, s.r.o.  
 Nám. Míru 169/I  
 377 01 Jindřichův Hradec  
 Czech Republic



**Additional costs incurred due to unsatisfactory quality**

In case of serious non-conformity of the target text which requires extensive correction by our client, (including, but not limited to, omission of parts of the text for translation, serious terminological errors, and serious errors in presentation or format constituting failure to respect the instructions issued by the client), and where such non-conformity of the target text is assessed by the client as representing **more than 2%** (two per cent) **of the source text**, our client reserves the right to recover the costs in question.

ACP  TRADUCTERA**Contact details:**

Telephone : +420 384 361 300  
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**Office:**

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377 01 Jindřichův Hradec  
Czech Republic



This page is left intentionally blank because it is intended to contain ***a list of recommended terminology resources*** which is considered to be a part of highly valuable know how of ACP Traductera.