



COURT OF JUSTICE OF THE EUROPEAN UNION

DIRECTORATE-GENERAL FOR MULTILINGUALISM

PROCUREMENT PROCEDURE

'Conclusion of framework contracts for the translation of legal texts from certain official languages of the European Union into the target language'

TENDER SPECIFICATIONS

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PART 1 PRELIMINARY INFORMATION

1.1. Description of the procurement procedure

1.1.1. Title of the contract

Conclusion of framework contracts for the translation of legal texts from certain official languages of the European Union into the target language.

1.1.2. Reference number of the procurement procedure

COJ-PROC-25/034

1.1.3. Publications relating to the procurement procedure

Contract notice: Official Journal of the European Union, **OJ S 199/2025** of 16/10/2025.

Information on this procurement procedure will, as applicable, be published on the website of the Court of Justice of the European Union at the following address: https://curia.europa.eu/jcms/jcms/p1_268713/en/.

Interested economic operators should consult the website at the above address regularly.

1.2. Legal basis and general principles

1.2.1. Legal basis

This procurement procedure is governed by the following provisions:

- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) (hereinafter ‘the FR’),¹ and
- Protocol (No 7) on the Privileges and Immunities of the European Union (hereinafter ‘the Protocol on Privileges and Immunities’) annexed to the Treaty on European Union and to the Treaty on the Functioning of the European Union (hereinafter ‘the TFEU’)² is also applicable to this contract.

1.2.2. Type of procedure

This procurement procedure is a restricted procedure within the meaning of Article 167(1)(b) and Article 167(3) of the FR.

¹ OJ L 2024/2509, 26.09.2024. The text is available on the internet at: https://eur-lex.europa.eu/legal-content/en/TXT/?uri=OJ:L_202402509.

² OJ C 326, 26.10.2012, pp. 47–390. Consolidated version of the Treaty available at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A12012E%2FTXT>.

The restricted procedure takes place in two distinct stages:

1st stage:

Evaluation of requests to participate (verification of the exclusion and selection criteria to select the candidates who will be invited to submit a tender).

In the first stage, economic operators interested in participating in this call for tenders should submit a request to participate (by means of the compulsory registration form, signed and scanned, including annexes).

2nd stage:

Evaluation of tenders (award of framework contracts based on the evaluation of the tenders received from the candidates invited to submit a tender).

In the second stage, only the candidates selected at the first stage will be invited to submit a tender.

This procurement procedure is competitive. Any candidate or tenderer attempting to obtain confidential information, to enter into unlawful agreements, to collude with or make arrangements with other candidates or tenderers, to seek the support of staff of the Court or to influence the evaluation committee or its members in any way whatsoever during the procurement procedure will be excluded from this procedure.

1.3. Procurement procedure timeline

1.3.1. Closing date for the receipt of requests to participate (1st stage)

The closing date for the receipt of requests to participate is **20/11/2025 at 17.00** (Luxembourg time).

1.3.2. Date of the opening of requests to participate

The opening of requests to participate is expected to be in the month of November 2025.

1.3.3. Date of the evaluation of requests to participate

The evaluation of requests to participate is expected to be in the month of December 2025. This date may change depending on the progress of the procedure.

1.3.4. Closing date for the receipt of tenders (2nd stage)

The closing date for the receipt of tenders is expected to be in the month of February 2026. The exact date will be communicated later to the candidates selected in the first stage in the letter of invitation to tender which will be sent to them.

1.3.5. Date of the opening of tenders and evaluation of tenders

The opening of tenders and evaluation of tenders is expected to be in the month of March 2026. This projected date is not final and may change depending on the progress of the procedure.

1.3.6. Contract award date

The contract award date is expected to be in the month of October 2026, at the latest. This projected date is not binding and may change depending on the progress of the procedure.

1.3.7. Date of signing the framework contracts

The signing of the framework contracts is expected to take place in November 2026. This projected date is not binding and may change depending on the progress of the procedure.

1.3.8. Start date for performing the framework contracts

The start date for performing the framework contracts is expected to be in November 2026. This projected date is not binding and may change depending on the progress of the procedure.

2.1. Context of the contract

The Court of Justice of the European Union (hereinafter 'the Court' or 'the contracting authority') is a European institution based in Luxembourg.

The mission of the Court is to ensure that the law is observed in the interpretation and application of the Treaties governing the European Union. As part of this mission, the Court:

- reviews the legality of the acts of the institutions of the European Union,
- ensures that Member States comply with obligations under the Treaties, and
- interprets EU law at the request of the national courts and tribunals.

It thus constitutes the judicial authority of the European Union and, in cooperation with the courts and tribunals of the Member States, it ensures the uniform application and interpretation of EU law.

The Directorate-General for Multilingualism (hereinafter the 'DGM') is the institution's largest department. The DGM is composed of the Interpretation Directorate, with 22 language booths divided into three units, Directorates A and B for Legal Translation, consisting of 24 language units, one for each official language, and three functional units offering support to the language units or booths across several areas, such as managing outsourced translation, support tools for multilingualism, the planning of translations or hearings and disseminating and publishing case-law. It also relies on the services of a significant number of freelance translators.

The DGM's mission is to enable the language regime of the Court to function properly, to support proceedings in their written and oral phases, and to make the Court decisions available in the 24 official languages of the European Union. The DGM's activities must be aligned with its strategic priorities: ongoing support to the Court, delivering effective multilingualism by integrating the best technological tools, digitalisation based on the latest technology, and artificial intelligence in particular, openness to the public, proximity to citizens, and, lastly, the development of human talent.

The legal translation units are responsible in particular for translating the judgments and orders of the Court of Justice and the General Court and the opinions of the Advocates-General. They are also responsible for translating certain documents related to requests for preliminary rulings from national courts and other procedural documents used in court proceedings.

Further information on the Court and its activities is available on its website at <http://curia.europa.eu>.

2.2. Subject matter of the contract

The subject matter of this contract is the provision of the following services:

The conclusion of framework contracts for the translation of legal texts from certain official languages of the European Union into the target language.

The contractor must, within the stated deadlines, undertake the work of translating legal texts from certain official languages of the European Union into the target language.

The translation assignments in question will be offered to contractors in accordance with the needs of the Court.

The offer of translation work is made electronically using the functional mailbox designated by the authorising authority concerned and/or via the secure collaborative information-sharing platform, with the result that the contractor may accept or refuse a work. It will remain valid as indicated in the offer.

In accepting the translation work, the contractor is to ensure:

- compliance with specific instructions given by the Court;
- correct, rigorous and precise use of the target language;
- rigorous use of the appropriate legal language and terminology of the target language;
- strict use of the legal terminology used in the reference documents (source and target languages);
- rigorous citation of the relevant legislative and/or judicial texts;
- use of the necessary legal databases (of the European Union and national);
- compliance with the Vade-Mecum of the Court (as appropriate);
- delivery within the period agreed and specified in the order form.

The texts to be translated cover a range of legal areas relating to the cases brought before the Court. The texts vary in length and in the degree of urgency with which translations are requested.

Examples of the type of texts to be translated can be consulted on the Court's website: <http://www.curia.europa.eu>

The contractor will work in a highly computerised environment (see point 5.4.3.1). This plays an essential role in the quality control process of documents translated into the target language.

The quality of the services provided under the framework contracts must allow immediate use of the text, whether by publication or otherwise.

2.3. Subdivision into lots

The contract covers the lots indicated in Annex 1 of these tender specifications.

Candidates may submit a request to participate for one or for several lots.

The lots are permanent, such that new requests to participate can be accepted at any time during performance of the contract, on the condition, however, that the maximum number of contractors for the lot in question has not been reached.

The Court reserves the right to award lots to different tenderers or to a single tenderer. The Court also reserves the right not to award one or more lots.

2.4. Value of the contract

The estimated maximum value of all the specific contracts envisaged during the total duration of the framework contracts, including any renewals, is EUR 7.000.000,00.

2.5. Variants

Variants are not authorised.

2.6. Conclusion of the framework contracts

This procedure will result in the conclusion, between the Court and the successful tenderers, of framework contracts 'in cascade', without reopening of competition (in the form of separate contracts signed under identical terms with each contractor).

The framework contracts will be awarded by lot. The maximum number of operators with which the contracting authority will conclude framework contracts is provided for each lot in Annex 1 of these tender specifications.

The duration of the framework contracts will be one year, with tacit renewal for a possible three new periods of one year. A classification list of contractors will be drawn up on the basis of the award criteria (see point 5.6). That list determines the initial order in which contractors, in the light of their production capacity and their possible area(s) of specialisation, will be contacted with an offer of specific work. The classification will be reviewed periodically to ensure that it reflects the actual quality of the services provided. During performance of the contract, the classification may also be modified following the termination of existing framework contracts or the conclusion of new framework contracts.

The framework contract does not impose any purchase obligation on the Court. It sets out the main terms which will govern the specific contracts (order forms) to be awarded during its validity period and the conditions for concluding those specific contracts. Obligations for the Court to enter into a purchase arise solely from the specific contracts.

By entering into a framework contract, the Court does not undertake to establish an exclusive relationship with the contractor or to assign the contractor a specific work with a specific number of pages.

The draft framework contract is attached in Annex 7.

2.7. Specific Contracts (order forms)

Depending on its needs, the Court concludes specific contracts with the successful tenderers. The order forms issued by the relevant department of the Court, in line with the conditions of the framework contract, constitute those specific contracts.

The translations will be delivered to the Court in Luxembourg, to the department stated on the order form.

It is not possible to give a precise estimate of the total volume of work that may be the subject matter of specific contracts.

2.8. Payments

The sums to be paid as stated in the framework contracts are expressed in euros. All payment relating thereto shall be in euros.

Payments will be made in accordance with the terms and conditions set out in the framework contract (Annex 7).

2.9. Invoicing

Invoicing will be carried out in accordance with the terms and conditions set out in the framework contract (Annex 7).

To that end, the contractor must send invoices via the computerised data exchange system ('e-invoicing') using the IT communication platform 'e-Prior'. Exceptionally, an invoice may be submitted in paper format, subject to the prior approval of the contracting authority.

The attention of candidates/tenderers is drawn to the fact that the Court is exempt from any fees or taxes, in particular value added tax ('VAT'), in accordance with Articles 3 and 4 of the Protocol on Privileges and Immunities.

Contractors bear sole responsibility for familiarising themselves with the general conditions to be satisfied in respect of the application of VAT to translation services, depending on their place of taxation.

2.10. Guarantee

No guarantee is applicable to this contract.

2.11. Environmental provisions

Successful tenderers shall comply with the applicable environmental legislation and all the environmental specifications required by the tender specifications or stated in their tender.

The Court has adopted the EMAS environmental management system (the 'EMAS system') as stipulated in Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009 on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS), repealing Regulation (EC) No 761/2001 and Commission Decisions 2001/681/EC and 2006/193/EC. ³

Within the scope of the contract, the successful tenderer shall work with the Court in implementing the EMAS system, inter alia, by providing information relating to the contract field required for the periodic evaluation of the system and the updating of documents set out in Regulation No 1221/2009. It shall adopt all the measures required to ensure compliance with the environmental policy, general and specific environmental objectives, and the environmental programme of the Court. ⁴

In particular, the successful tenderer must:

- (a) ensure that the environmental policy, the environmental programme and the environmental manual of the Court are known to all their staff (including, where appropriate, the staff of their service providers) assigned to perform the contract;

³ OJ L 342, 22.12.2019, pp. 1-45. Text of the regulation available at the internet address: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32009R1221>

⁴ These documents may be consulted on the Court's website: https://curia.europa.eu/jcms/jcms/P_134088/en/

- (b) ensure that all members of their staff (including, where appropriate, the staff of their service providers) assigned to perform the contract are competent and have the appropriate professional training required (technical, safety and environmental training) concerning compliance with safety rules and correct handling of equipment and products to be used, including steps to be taken in the event of incorrect handling or any other incidents;
- (c) provide, at the request of the Court, certification on the competence and training referred to under (b) above;
- (d) inform, if requested by the Court, the Court's staff of the environmental measures to be taken in respect of products used in performing the contract.

2.12. Promoting the equal opportunities policy

The tenderer, if awarded the contract, undertakes to respect, in the performance of the contract, a policy of promoting equal opportunities and diversity by ensuring that the principles of non-discrimination and equality set out in the Treaties of the European Union are fully applied as a whole. More specifically, the successful tenderer undertakes to create, maintain and promote an open and inclusive working environment that respects human dignity and the principles of equal opportunities, based on three priorities:

- equality of women and men;
- employment and integration of persons with disabilities;
- elimination of all barriers to recruitment and any potential discrimination based on gender, race or ethnic origin, religion or belief, disability, age or sexual orientation.

2.13. Amendment of the framework or the specific contracts

The Court may, with the contractor's consent, amend the framework contract or the specific contract (order form) without the need for a new procurement procedure, as per the cases and conditions set out in Article 175 of the FR.

3.1. Access to the procurement procedure. General information

Participation in this procurement procedure is open, on equal terms, to all natural and legal persons within the scope of the Treaties and to all natural and legal persons established in a third country that has a special agreement with the European Union in the field of public procurement under the conditions laid down in that agreement. Participation is also open to international organisations.

Candidates must indicate the State in which they are established and submit the required proof according to the law of that State.

Participating in this call for tenders is free of charge and therefore does not confer on the candidate/tenderer any right to claim financial compensation for costs incurred.

3.2. Service providers

Candidates must provide, where applicable, and per lot, a list of the natural persons (hereinafter referred to as 'the service providers') who are to be engaged on their behalf to provide services under the contract, and who make their capacities available to enable candidates to satisfy the selection criteria. For each natural person involved in providing the services in question, the candidate must provide the information required in the compulsory registration form (see Annex 2).

Tenderers must supply, if necessary, per lot, a list of the natural persons who will be engaged in providing, on the tenderer's behalf, the services covered by the contract (see Annex 5). The individuals listed must necessarily be those about whom information was provided in the request to participate in the present procedure, with the exception of those who were eliminated following the evaluation of their professional capacity. If individuals other than those referred to in the request to participate are included on that list, the tenderer must supply the required information by completing the attached form (Annex 2) for each of those individuals. The Court reserves the right to refuse to authorise the participation in the performance of the contract of those additional service providers.

A list of approved service providers will be annexed to each framework contract.

3.3. Cooperation between several economic operators (group) to jointly participate in the call for tenders

Several economic operators may cooperate and form a group to participate in the call for tenders by submitting a **joint request to participate**.

In this case, the request to participate must specify very clearly the nature and scope of the participation of each economic operator involved in that request to participate. It should indicate whether they act as a member of the group (joint request to participate), making their capacities available to the candidate to enable the latter to fulfil the selection criteria.

If the contract is awarded to a group that has submitted a joint tender, the Court will require a written agreement between the group members setting out the group's internal operating rules, and stating:

- the name, legal address, registration number, and VAT number of each member of the group, and the name and position of the person authorised to represent the members of the group in question;
- the nature, extent and duration of the collaboration;
- that all members of the group are jointly and severally liable for performance of the contract;
- that all members of the group will perform their respective share of the services of the contract;
- the designation of an authorised representative;
- the bank account number of the authorised representative to whom payments will be made;
- statement of each member of the group authorising the authorised representative to enter into a contract on behalf of the group and to be the point of contact with the contracting authority for all matters relating to performance of the framework contract.

If the contract is awarded to that group:

- the Court will sign the contract either with all members of the group or with the member duly authorised by the other members to sign on their behalf by a power of attorney; and
- each member of the group will be jointly and severally liable to the Court for performing the framework contract.

Any amendment of this group agreement shall require the consent of the contracting authority.

Any change in the group's composition during the procurement procedure may result in the tender being rejected. Any change in the group's composition after the framework contract has been signed may result in the contract being terminated.

4.1. General information

Requests to participate (1st stage of the procedure) must be drawn up in one of the official languages of the European Union.

Tenders (2nd stage of the procedure) must use one of the language versions in the language of communication chosen at the time of the request to participate (either French or English).

They must include all the information and documents requested by the Court.

Candidates or tenderers must produce all the necessary supporting documents. For that purpose, they **must** use the forms set out below.

Requests to participate and tenders must be fully legible to avoid any ambiguity about the terms and figures.

The procedure comprises two stages:

1st stage: evaluation of requests to participate:

- Part I: Identification documents and documents relating to the exclusion and selection criteria (see point 4.2)

Requests to participate must be sent to the Court in the manner indicated in the letter of invitation to submit a request to participate and by the deadline set.

Candidates may submit a request to participate for one or for several lots.

Requests to participate shall be communicated **exclusively by email to the address indicated in the letter of invitation to submit a request to participate.**

A request to participate will be considered as not having been received if another email address has been used to send it.

Requests to participate cannot be sent by any other means.

Links to online storage spaces will not be accepted.

The request to participate must be sent in PDF format and must not exceed a maximum size of 10 MB per email. It is possible to send the request to participate in several separate, consecutive emails. In such cases and for the avoidance of any misunderstanding, it is recommended to use serial numbers in the subject of each consecutive email.

Requests to participate must be drafted in such a way as to enable them to be evaluated fully, accurately and as quickly as possible, thereby allowing the selection of candidates who will be invited to submit a tender. Candidates who have not provided sufficient information in completing the compulsory registration form and attaching the documents and evidence indicated may have their request to participate rejected.

2nd stage: evaluation of tenders:

- Part II: Technical proposal (see point 4.4)
- Part III: Financial proposal (see point 4.5)

Tenders must be sent to the Court in the manner indicated in the letter of invitation to submit a tender and by the deadline set.

Tenders shall be communicated exclusively by email to the address given in the letter of invitation to tender.

4.2. Part I: Identification documents and documents related to the exclusion and selection criteria (1st stage)

4.2.1. Single candidates (natural or legal person)

Candidates must provide the following documents:

- (a) **Compulsory registration form for request to participate** (Annex 2) duly completed and signed (see also the letter of invitation to submit a request to participate);
- (b) **'Legal entity' form** (Annex 3) duly completed and signed, together with any supporting documents required in this form. The form that corresponds to the legal nature of the candidate must be chosen.
- (c) **Declaration on honour on exclusion and selection criteria** (Annex 4) duly completed and signed by the candidate (if a natural person), or by the candidate and their legal representative (if a legal person), and by each natural person involved in the provision of the services.

4.2.2. Joint requests to participate (group of economic operators)

A joint request to participate is one in which a request to participate is submitted by a group of economic operators. In that case, the economic operators who are members of the group shall submit a single request to participate with a view to obtaining only one framework contract.

In the event of a joint request to participate, each member entity of the group must provide the following documents and information:

- (a) **Compulsory registration form for request to participate** (Annex 2) duly completed and signed (see also the letter of invitation to submit a request to participate);
- (b) **'Legal entity' form** (Annex 3) duly completed and signed, together with any supporting documents required in this form. The form that corresponds to the legal nature of each member entity of the group must be chosen.
- (c) **Declaration on honour on exclusion and selection criteria** (Annex 4) duly completed and signed by each member entity of the group and by each natural person engaged on their behalf to provide services covered by the contract;

- (d) **Documents providing information on the group**, signed by a duly authorised representative of each of its members, containing the following: (1) identification of the members of the group; (2) communication of their wish to submit a joint tender within the framework of this procurement procedure; (3) details of the member of the group who will represent all the members of the group before the Court (the 'lead tenderer'); (4) details of how their cooperation will be organised to achieve the expected results and of the organisation of technical, administrative and financial aspects;

In cases where members have already formed a group as a temporary consortium (having no legal personality) or as a permanent group, such as an association or an economic interest group (having legal personality), the information document must specify the details of the group, and copies of the related documents must be provided.

- (e) If the abovementioned information document is signed by just one of the members of the group, duly authorised in writing by the other members thereof to bind the group, a **copy of the authorisation** must be attached.

The Court in any case reserves the right to require the production, within a period of time stated in its request, of any other document relating to the submitted request to participate, for evaluation and verification.

4.3. Submission of tenders

The tender shall consist of the technical proposal (the translation test) and the financial proposal (tender price).

4.3.1. Composition of the tender

The tender specifications list all the documents that must be drawn up in order to submit a tender.

The tender must include all the necessary documents and information and must be duly signed (point 4.6) and dated.

Every tender must:

- ☐ contain the **cover page** (Annex 5) duly completed, dated and signed by the tenderer or their legal representative, where appropriate, together with a list of the natural persons to be engaged on behalf of the tenderer;
- ☐ contain the **financial proposal (tender price)** (Annex 6);
Point 4.5 of the tender specifications sets out the formal aspects of the financial proposal (tender price).
- ☐ contain the **technical proposal (translation test)**. The text for the translation test and instructions will be attached to the letter of invitation to submit a tender;
Point 4.4 of the tender specifications sets out the formal aspects of the technical proposal (translation test).

Failure to comply with these instructions will result in the tender being declared non-compliant.

The translation test will be evaluated anonymously.

The translation test must be completed in the 'Times New Roman' font, size 12, with 1.5 line-spacing and be in the colour black.

Comments are not permitted.

Footnotes which do not appear in the text of the translation test are not permitted.

The tenderer must send its completed translation test in PDF format, in two separate copies:

- one copy containing the surname (and first name) of the tenderer, and,
- one copy without any surname (or first name), or any detail that would allow the tenderer to be identified.

4.3.2. Sending of tenders

All tenders must be sent in compliance with the transmission methods indicated in the letter of invitation to submit a tender and by the deadline set.

Tenders shall be communicated **exclusively by email to the address indicated in the letter of invitation to tender.**

The use of any other email address will result in the automatic rejection of the tender.

All consequences resulting from a malfunction of electronic messaging systems are the sole responsibility of the tenderer.

Links to online storage spaces will not be accepted.

The tender must be sent in PDF format and must not exceed a maximum size of 10 MB per email. It is possible to send the tender in several separate, consecutive emails. In such cases and for the avoidance of any misunderstanding, it is recommended to use serial numbers in the subject of each consecutive email.

4.3.3. Validity of tenders

Tenders shall remain valid for 12 months from the deadline for the submission of tenders unless the tenderer and the contracting authority decide otherwise.

4.4. Part II : Technical proposal (translation test) (2nd stage)

The candidate selected and invited to submit a tender must provide the translation of the text attached to the letter of invitation to tender into the target language of the service.

By returning the translation test, tenderers are declaring that the test was carried out by themselves or, as applicable, by one of the service providers referred to in the request to participate in this procedure, excluding those eliminated following the evaluation of their professional capacity. Any false declaration will result in penalties, as provided for in the FR and its annex.

No payment is provided for the translation test.

Tenderers are free to choose the location of the processing or storage of personal data, provided that they comply with the contractual obligations on data processing (Article I.9.2 and Article II.9) and, in particular, with the requirements for transferring personal data to third countries or international organisations laid down in Chapter V of Regulation (EU) 2018/1725⁵ of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision 1247/2002/EC.

Tenderers must specify in their technical tender the location of the processing and storage of personal data only if that location is outside the territory of the European Union or the European Economic Area. If the tender does not specify the location, the contracting authority will assume that the personal data will be processed and stored exclusively within the territory of the European Union or the European Economic Area.

4.5. Part III : Financial proposal (tender price) (2nd stage)

Candidates selected and invited to submit a tender must make a financial proposal.

That tender price must be given by using the mandatory form given in Annex 6.

The total price proposed per page for the translation of a standard page (1 page = 1 500 characters excluding spaces in the source language), expressed in euros (EUR), without value added tax (hereinafter "VAT") must be given in the financial proposal. The price shall be inclusive of all costs.

In determining their financial proposal, tenderers must bear in mind that the Court is exempt from all fees and taxes, in particular VAT, in accordance with the provisions of Articles 3 and 4 of the Protocol on Privileges and Immunities. That exemption is granted to the Court by the Governments of the Member States, either by means of a reimbursement on the presentation of supporting documents or by direct exemption.

In case of any doubt as to the applicable VAT regime, tenderers must contact the authorities of their country for clarification on the VAT exemption accorded to the European Union.

All costs resulting from the performance of the tasks, including general costs, such as infrastructure, administrative, management and transport costs, shall be included in the overall fixed price of the financial proposal (no additional variable costs shall be reimbursable).

4.6. Document signing policy

When a request to participate or a tender document has to be signed, the signature must be a handwritten signature or a qualified electronic signature as defined in Regulation (EU) No 910/2014⁶ of the European Parliament and of the Council 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93 CE ('eIDAS').

⁵ OJ L 295, 21.11.2018, p.39. The text of this regulation is available on the internet at the following address: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725>

⁶ OJ L 257, 28.8.2014, pp. 73–114. Text of the regulation available at the following address: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32014R0910>

All documents to be signed must be signed by the signatory (if the candidate/tenderer is a natural person), by all members of the group (if the candidate/tenderer is a group of economic operators) or by the duly authorised representative(s) (if the candidate/tenderer is a legal person or a group of economic operators), in that latter case the candidate/tenderer must provide proof of the delegation of authority to sign.

- **Qualified Electronic Signature**

Before sending electronically signed documents, the candidate/tenderer should verify the signature and validity of the certificate by using one of the following tools:

- the DSS validation tool available at the address: <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation> (verification of the validity of a certificate by indicating the number and type of valid signatures in a document);
- the EU Trusted List Browser tool can be consulted to verify whether the electronic signature provider and the trust service it provides are included in the trust list of the European Union: <https://esignature.ec.europa.eu/efda/tl-browser/#/screen/home>.

The candidate/tenderer using an eIDAS compliant qualified electronic signature should check that both the service provider and the qualified certificate creation service used are listed in the EU Trusted List Browser tool.

- **Handwritten signature**

The documents may also be signed by using a handwritten signature. The completed documents should be printed, signed and dated by the candidate/tenderer or by the duly authorised representative(s).

4.7. Confidentiality of tenders

As soon as the contracting authority has opened a tender, it becomes the property of the contracting authority and shall be treated confidentially, subject to the following:

- in order to evaluate the tender, and, as necessary, to perform the contract, carry out audits, make comparative evaluations, etc., the contracting authority is authorised to make (any part of) the tender available to its staff or the staff of other institutions, agencies and bodies of the European Union, and to other persons and entities working for the contracting authority or cooperating with it, in particular contractors and sub-contractors and their staff, on condition of their being bound by a duty of confidentiality;
- after the award decision has been signed, the tenderers whose tenders have been received in conformity with the methods for submitting a tender, who have access to the procedures for public procurement, who are not in an exclusion situation covered by Article 138(1) of the FR, who are not subject to rejection under Article 143 of that regulation, whose tenders are in compliance with the documents for public procurements, and who make a written request to that effect, shall be informed of the name of the tenderer awarded the contract, of the respective characteristics and advantages of the offer that has been accepted and of the tender price and/or the value of the contract. The contracting authority may decide to not communicate certain information which it deems to be confidential, in particular where the disclosure thereof could damage the legitimate commercial interests of economic operators or could harm fair competition between them. That information may in particular pertain to, while not

being limited to, the confidential aspects of tenders, such as the unit prices included in the financial offer, as well as technical or trade secrets.⁷

The contracting authority may disclose the submitted offer in the context of a request for public access to documents, or in other circumstances where the applicable law so requires. Unless an overriding public interest justifies disclosure of a document,⁸ the contracting authority may refuse to provide full access to the submitted offer by redacting the parts (where relevant) which contain confidential information and the disclosure of which would undermine protection of the commercial interests of the tenderer, including as regards intellectual property.

4.8. Conditions for admission

Preparation of a tender does not confer any right to the award of the contract or to any financial compensation in respect of any costs incurred.

Submission of a tender implies acceptance of these tender specifications and the other documents relating to the call for tenders. The framework contract and the tender specifications are deemed to be mutually explanatory. In the event, however, of any ambiguity or discrepancy the provisions of the former shall prevail over those of the latter, which in turn shall prevail over those of the submitted tender. Submission of a tender binds the tenderer, if the latter is successful, during the performance of the contract. The tenderer shall waive his or her own contractual terms and conditions.

At any time during the present procurement procedure and, if the tenderer is successful, during the performance of the contract, the Court may require the tenderer to provide evidence that none of the exclusion situations applies to him or her (see point 5.3).

If, during the present procedure or during the performance of the framework contract to be concluded, the tenderer's circumstances change with respect to the exclusion criteria, the tenderer must immediately inform the Court thereof.

At any time during the procurement procedure and, if the tenderer is awarded a contract, during performance of the contract, he or she shall inform the Court if he or she or, where applicable, a member of the group, a member of his or her staff or one of his or her service providers within the meaning of point 3.2 becomes a probationary official or other servant of the European Union.

In such a case, the award procedure may continue normally, but any framework contract that may be awarded on the conclusion of that procedure will be automatically suspended until that temporary engagement comes to an end. In the event of the permanent engagement of a contractor as a civil servant after the end of the probationary period, that person's framework contract will be terminated automatically. In the event of the permanent engagement of a member of his or her staff or of a service provider within the meaning of point 3.2 as a civil servant following the probationary period, the person concerned shall be excluded automatically from the framework contract in his or her capacity as member of staff or service provider of the contractor.

⁷ For the definition of 'trade secrets' see Article 2(1) of Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016L0943>

⁸ See Article 3(2) of the Decision of the Court of Justice of the European Union of 26 November 2019 concerning public access to documents held by the Court of Justice of the European Union in the exercise of its administrative functions: [https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32020D0210\(01\)](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32020D0210(01))

It should be noted that the conclusion of a framework contract with probationary officials and servants of the Union in active employment is subject to their obtaining authorisation to that effect, as provided for in Article 12b of the Statute of Officials of the European Union and in Articles 11 and 81 of the Conditions of Employment of Other Servants of the European Union.

Likewise, it should be noted that the conclusion of a framework contract with officials and other servants of the European Union who left office with their institution or agency in the last 2 years is subject to their obtaining authorisation to that effect, as provided for in Article 16 of the Statute of Officials of the European Union and in Articles 11 and 81 of the Conditions of Employment of Other Servants of the European Union.

PART 5	EVALUATION OF REQUESTS TO PARTICIPATE, EVALUATION OF TENDERS, AND AWARD OF THE CONTRACT
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5.1. Opening the requests to participate and tenders

The Court will open the requests to participate (1st stage) on the date specified in point 1.3.2.

The date for opening the tenders (2nd stage) is provided in point 1.3.5.

Tenders that do not meet the deadlines for receipt (see point 1.3.4) will be rejected without being opened or evaluated.

Tenders received that do not satisfy the conditions of confidentiality set out in the letter of invitation to tender will be rejected without the contents being examined or evaluated.

Tenders received from natural persons, legal entities or groups of economic operators that have not been invited to tender will be rejected.

5.2. Evaluation of requests to participate and tenders: criteria and stages

The evaluation of the requests to participate and of the tenders will be based on the information contained in the requests to participate and in the tenders and, if applicable, on additional information provided by candidates/tenderers at the request of the Court. In addition, the Court reserves the right to take into account any other information from public or specialist sources after having given the candidate/tenderer the opportunity to submit their own observations.

The evaluation will be carried out in two stages, based on the following criteria:

1st stage: evaluation of requests to participate

- verification of the exclusion criteria: verification that the candidate is not excluded pursuant to Articles 138 to 142 of the FR or rejected pursuant to Article 143 of the FR (see point 5.3).
- verification of the selection criteria: verification that the candidate satisfies the selection criteria (see point 5.4) and has no conflict of interests that may affect the performance of the contract (see point 5.4.4).

The Court will verify the abovementioned criteria in the order it considers appropriate. The candidate accepted must meet all those criteria in order to be awarded the contract.

Requests to participate must be drafted in such a way as to enable them to be evaluated fully, accurately and as quickly as possible, thereby allowing the selection of candidates who will be invited to submit a tender.

Candidates who have not provided sufficient information in completing the compulsory registration form and attaching the documents and evidence indicated may have their request to participate rejected.

2nd stage: evaluation of tenders

- verification that tenders meet the minimum requirements set out in the tender specifications (see point 5.5).
- comparison of tenders according to the award criteria (see point 5.6).

Only those candidates who satisfy the exclusion and selection criteria will be invited to submit a technical and financial proposal for evaluation against the award criteria.

The Court will verify the abovementioned criteria in the order it considers appropriate. The tenderer accepted must meet all those criteria in order to be awarded the contract.

During the 2nd stage, tenders which do not comply with the minimum requirements of these tender specifications will be rejected (see point 5.6).

5.3. Exclusion criteria (1st stage)

The exclusion criteria are set out in Article 138 of the FR and in the declaration on honour on exclusion and selection criteria (see Annex 4).

These criteria must be met:

- by the candidate who is a natural person;
- if the candidate is a legal person, by the legal representative and by each natural person engaged in providing the services;
- in the case of a group, by the authorised representative and by each natural person engaged in providing the services.

Candidates may, where applicable, state the measures that have been taken to remedy an exclusion situation, thereby demonstrating their reliability.

Documents that may be requested to prove compliance with the criteria:

The supporting documents are described in Section VI - 'Supporting documents on exclusion criteria' of the declaration on honour on exclusion and selection criteria (see Annex 4).

5.3.1. Rejecting candidates or tenderers under Article 143 of the FR

The Court will not award a contract for this procurement procedure to an economic operator who:

- (a) is in an exclusion situation established in accordance with Articles 138 to 142 of the FR;
- (b) has misrepresented information required as a condition for participating in the procedure, or has failed to supply such information;
- (c) has previously participated in the preparation of procurement documents, where that would lead to unfair competition that cannot be remedied otherwise;
- (d) has professional conflicting interests which may negatively affect the performance of the contract in accordance with point 20.6 of Annex I of the FR;

- (e) is the addressee of a decision prohibiting the award of the contract for having received foreign subsidies distorting the internal market, adopted by the Commission in accordance with paragraph 3 of article 143 of the FR.

Before taking a decision to reject an economic operator's tender from this call for tenders, the Court will give the economic operator an opportunity to submit their observations, except where the rejection is based on point (a) above following a decision to exclude the economic operator, after examining their submitted observations.

5.3.2. Declaration on honour

The candidate must sign and attach to the request to participate the declaration on honour on exclusion and selection criteria (Annex 4), attesting that it does not fall within one of the exclusion situations.

If the candidate is a legal person or a legal person which is part of a group, those exclusion criteria apply to the candidate and to each of the service providers presented by the candidate.

5.3.3. Items of evidence that the tenderer must provide

The tenderer and any (legal) representative must provide as soon as possible, and no later than two months after the deadline for sending the tender and before signing the framework contract, to the address of the linguistic unit, the supporting documents referred to under point VI of the declaration on honour on exclusion and selection criteria, namely:

- a recent extract from the judicial record;
- a certificate attesting payment of social security contributions; and
- a tax certificate.

Any tenderer which has already submitted such evidence to the Court for the purposes of another procedure is exempt from the obligation to provide those documents, provided that the date of issue of the documents does not exceed one year and they are still valid. In such a case, the economic operator shall confirm in the declaration on honour that the documentary evidence has been supplied previously in an earlier procedure and that their situation has not changed.

5.4. Selection criteria (1st stage)

5.4.1. Capacity to exercise the professional activity

The candidate must have legal capacity to carry out the professional activity referred to in the contract (registration in the relevant business or professional register, social security registration, VAT registration, licence to operate, etc.) in compliance with the national law of the State in which it was established.

The candidate, and all the economic operators cooperating with it in order to participate in the call for tenders in accordance with point 3.3 ('Cooperation between several economic operators to jointly participate in the call for tenders') above, should not be the subject of EU restrictive measures adopted under Article 29 of the Treaty on European Union or under Article 215 of the Treaty on the Functioning of the European Union,⁹ which constitute a legal barrier to

⁹ It should be noted that the Official Journal of the EU contains the official list and, in case of conflict, its contents prevail over those of the [EU sanctions map](#).

performance of the contract. This requirement will be assessed in the light of the EU restrictive measures in force. Consequently, the candidate is not required to provide evidence that it (and, as necessary, the other economic operators cooperating with it) are not subject to EU restrictive measures.

5.4.2. Economic and financial capacity

In the case of this contract, the contracting authority considers that this criterion is not determinative for a contract for this type of service, where the services sought are entirely of an intellectual nature.

5.4.3. Technical and professional capacity

The candidate must have the technical and professional capacity necessary to perform the contract.

5.4.3.1. *Technical capacity*

The contractor will work in a highly computerised environment.

Work will be made available to the contractor in an electronic format, by electronic transfer, in accordance with the Court's choice. The electronic files must be dealt with in accordance with the instructions provided, in order to avoid as much as possible any reformatting work. The completed translation must be delivered to the Court in electronic format, by electronic transfer. The translation must comply with and contain the properties and styles present in the document received for translation.

Electronic format must be understood to mean the electronic format in the word processing software indicated (Microsoft Word 2010 or higher, unless otherwise stated) as well as the XLIFF format, or equivalent (SDLXLIFF, etc.). Electronic transfer must be understood to mean the making available of work and delivery of the completed translation through the secure collaborative information-sharing platform.

The contractor must be able to deal with a document that has been the subject of initial processing using computer assisted translation tools (files containing both the source text and the corresponding translations obtained from the Court's internal translation memories, for example, an XLIFF format or equivalent such as SDLXLIFF, etc.). The Court may require, in order to carry out electronic file transfers, recourse to another computer tool or software, as well as a secure collaborative information-sharing platform of its choice without however incurring additional costs for the contractor. The contractor must comply with any new format or new IT/software tool, as well as a secure collaborative information-sharing platform required by the Court within a reasonable time.

The contractor must be able to adapt at any time to the Court specifications used to guarantee the confidentiality of document exchanges.

The use of a link to electronic documents deposited on a 'cloud' storage service is prohibited.

5.4.3.2. *Professional capacity*

The criteria relating to professional capacity are set out in Annex 1 to these tender specifications.

5.4.4. Situation of professional conflicting interests

The Court may conclude that an economic operator cannot ensure an appropriate level of quality in performing the contract and thus reject its tender if it finds that that operator is in a situation of professional conflicting interests which could negatively impact the performance of the contract.

5.4.5. Evidence related to the selection criteria

5.4.5.1. *Declaration on honour*

Candidates must sign and attach to their request to participate the declaration on honour on exclusion and selection criteria as referred to in Annex 4.

5.4.5.2. *Evidence that may be requested from candidates or tenderers in certain cases*

The Court may, at any time during the procedure, ask candidates or tenderers to provide an updated declaration on honour or some or all of the supporting documents provided under point 5.3.3., if that is necessary to ensure the proper conduct of the procedure.

5.4.5.3. *Evidence of professional capacity that must be provided by the candidates*

The information and documents (copies of diplomas/certificates) to be provided by the candidates are listed in Annex 1 of this tender specifications.

5.5. Verification that the tender satisfies the minimum requirements (2nd stage)

Tenders submitted by the deadline and in accordance with the specifications set out in the letter of invitation to tender (compliant tenders) will be evaluated to verify the award criteria (see point 5.6).

Tenders received after the deadline for receipt will be rejected.

Tenders not complying with the conditions of confidentiality set out in the letter of invitation to tender shall be rejected and the contents thereof shall not be examined or evaluated.

5.6. Award criteria (2nd stage)

This contract will be awarded to the most economically advantageous tender offering the best quality/price ratio, with **quality accounting for 60% and price for 40%.**

5.6.1. Quality of the tender

The quality of the tender will be evaluated on the basis of the information contained in the technical proposal (the translation test, point 4.4) and will be awarded a maximum of 100 points.

The quality of the tender will be evaluated according to the following criteria:

1. **Legal aspects:**
 - a. Comprehension and faithful translation of the original
 - b. Accuracy and terminological consistency
2. **Linguistic aspects:**
 - a. Accuracy and terminological consistency
 - b. Spelling and syntax
 - c. Clarity and/or linguistic register
3. **Methodological aspects**
 - a. Citations and research of documents
 - b. Completeness

Tenders awarded less than 50 points out of 100 for quality will be considered to be of inadequate quality and will be rejected without examination of the financial proposal.

5.6.2. The tender price

The tender price will be evaluated on the basis of the price as it appears in the financial proposal (which must be provided in the form attached in Annex 6).

5.6.3. Method for selecting the most economically advantageous tender

Provided that the quality score is 50 or higher, the tender offering the highest price/quality ratio is considered to be the most economically advantageous. This price/quality ratio will be calculated, using only the data from the tenders that have reached the final evaluation stage, as follows:

Ratio of tender X = (Lowest price among the tenders/Price of tender X) * Weighting for price (40%) + (Quality score of tender X/Highest quality score among the tenders) * Weighting for quality (60%)

No compensation is payable by the Court to tenderers whose tender has not been accepted.

5.7. Excessive prices

The Court reserves the right to reject tenders that are considered to be excessively high.

5.8. Abnormally low tenders

If the proposed price in the tender appears to be unusually low, the Court may reject that tender subject to the conditions set out in point 23 of Annex 1 to the FR.

6.1. Contacts between the candidates or tenderers and the Court during the procurement procedure

During the procurement procedure, any contact between the Court and candidates or tenderers is exceptionally authorised in the cases set out below and under strict conditions that guarantee transparency, equal treatment and sound administration.

Candidates or tenderers will be notified of the outcome of each stage of this call for tenders procedure by email. The information will be sent to the email address provided in the candidate's request to participate. The same email address will be used by the contracting authority for all other communications with the candidate, tenderer or contractor. The candidate or tenderer is required to provide a valid email address and to check their emails regularly.

During the 1st stage of the procedure, contact may take place only in the following circumstances:

6.1.1. Before receipt of the request to participate

Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.

Any request for additional information must be sent by email to the address of the linguistic unit.

The contracting authority may, on its own initiative, inform the parties concerned of any error, ambiguity or omission, or any other significant drafting error in the procurement documents.

Any additional information, including the information referred to above, will be published on https://curia.europa.eu/jcms/jcms/p1_268713/en/.

This internet page will be kept up-to-date and candidates are responsible for checking any updates and changes made before a request to participate is submitted.

6.1.2. After receipt of requests to participate

If it is necessary to correct obvious clerical errors in the drafting of the request to participate or to request confirmation of a specific or technical element, the contracting authority may contact the candidate, provided that that does not entail substantial changes to the conditions of the submitted request to participate.

During the 2nd stage of the procedure, contact may take place only in the following circumstances:

6.1.3. Before the deadline for the receipt of tenders

Before the closing date set for the receipt of tenders, the Court may communicate additional information on the procurement documents, simultaneously and in writing, to all interested economic operators if it discovers an error or omission in the text or at the request of tenderers.

The Court is not obliged to reply to requests for additional information received less than six working days before the deadline for the receipt of tenders.

6.1.4. After the deadline for the receipt of tenders

After the deadline for the receipt of tenders, the Court may contact tenderers to correct obvious clerical errors in the tender documents, after confirmation by the participant regarding the correction proposed.

Where a tenderer omits to submit documents or provide statements, the Court may ask it to provide the missing information or clarify the supporting documents.

Such additional information, clarifications or confirmations may not substantially modify the tender documents.

Tenderers shall reply to any request for information from the Court within the time limit set by the Court.

All compliant tenders shall be opened and the tenderers will be informed of the outcome of their tender.

6.2. Information to candidates or tenderers on decisions taken by the Court

The Court will inform all candidates or tenderers by email, simultaneously and individually, of the decisions taken in relation to the outcome of the procedure, as soon as possible after the following steps:

- decisions to reject a request to participate in cases provided for under point 5.2 after the phase of the evaluation of the requests to participate;
- decisions to reject a tender in cases provided for under point 5.1 after the phase of the opening of tenders;
- the award decision and decisions to reject unsuccessful tenders, after they have been adopted.

Notifications to rejected candidates or tenderers shall state in each case the reasons why the request to participate or tender was rejected, as appropriate, the length of the standstill period before the contract is signed (see point 7.1), and the available channels of appeal, as applicable.

Notification to the successful tenderer does not constitute a commitment on the part of the Court.

However, certain information may be omitted in cases where that would hinder the proper application of the law, would be against the public interest, would prejudice the legitimate commercial interests of economic operators, or could hinder fair competition between the latter.

The Court shall reply by email as soon as possible, and in any case within a period of 15 calendar days from receipt of the written request.

Information is deemed to have been received by the tenderer if the Court can prove that it sent it to the email address indicated in the tender. In that case, information is deemed to have been received by the tenderer on the date that it is sent by the Court.

Neither a request for information nor the reply thereto shall have the effect of suspending the period for lodging an appeal against rejection and award decisions.

7.1. Standstill period prior to signing the framework contract

The Court may only sign the framework contract with the successful tenderer following a period of 10 calendar days, from the date following the date of the simultaneous electronic notification of the rejection and award decisions.

The standstill period does not apply to procedures where only one tender has been made, or to specific contracts based on a framework contract.

7.2. Deadline for signing framework contracts

The contracting authority reserves the right to consider that successful tenderers who fail to return their signed framework contract within the maximum 3 months period from the invitation to sign the framework contract, have waived the right to sign.

7.3. Suspending the signing of the framework contract and reviewing the award decision

If necessary, the Court may suspend the signing of the framework contract for further examination if requests or comments made by rejected or aggrieved tenderers, or any other relevant information, justify such a step. If the signing is suspended, all tenderers shall be notified within 3 working days following the decision to suspend.

7.4. Cancellation of the procurement procedure

Before the framework contract is signed, the Court may cancel the procurement procedure, totally or partially in respect of certain lots, without candidates or tenderers being entitled to claim any compensation.

The decision shall be justified and communicated to the candidates or tenderers as soon as possible.

7.5. Substantial errors, irregularities or fraud

Where the procedure is deemed to be tainted by substantial errors, irregularities, or fraud, the Court shall suspend it and may take all necessary measures, including its cancellation.

If, after the framework contract has been signed, the procedure or performance of the contract is tainted by irregularities or fraud, the Court may suspend payments, suspend performance of the framework contract or, if necessary, terminate it.

Performance of the framework contract may also be suspended in order to verify the existence of alleged irregularities or fraud.

If the contractor is the cause of the irregularities or fraud, the Court may also reduce the price to be paid in proportion to the seriousness of the irregularities, fraud or breach of obligations, including in cases of non-performance, improper performance, or partial or belated performance of the activities in question.

The European Anti-Fraud Office ('OLAF') has the power – conferred on the Commission by Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and

inspections carried out by the Commission to protect the European Communities' financial interests against fraud and other irregularities¹⁰ – to carry out on-the-spot inspections and checks in Member States and, in accordance with applicable cooperation and mutual assistance agreements, in third countries and at the premises of international organisations.

If, after the contract has been suspended, the alleged substantial errors, irregularities or fraud are not confirmed, performance of the contract shall be resumed as soon as possible.

7.6. Protection of personal data

Participation in this procurement procedure necessarily involves the processing by the Court of certain personal data. This concerns information relating to identified or identifiable natural persons, namely, as applicable, the tenderer and their staff, entities on whose capacity the tenderer is planning to rely for the purposes of satisfying the selection criteria, and service providers, as well as, in certain cases, persons who are members of the administrative, management or supervisory bodies of these economic operators or who have powers of representation, decision or control on their behalf, their beneficial owners, and persons with unlimited liability for the debts of said economic operators.

This includes, for example, the following data:

- identification data (full name, passport number, identity document number, other data contained in the passport, identity document or citizenship certificate);
- position;
- contact data (address, telephone and fax number, email address, internet address);
- financial data (bank account number, name of bank, IBAN and BIC codes, VAT number);
- proof of self-employed status, proof of tax status;
- data contained in a criminal records extract, a certificate on the payment of social security contributions or taxes;
- data contained in curriculum vitae;
- lists of principal publications or outputs;
- data contained in the declaration on honour on exclusion and selection criteria;
- other data transmitted by the candidate/tenderer within the framework of the procurement procedure.

The legal basis for processing these personal data is the FR and, in particular, its provisions on public procurement procedures, namely, Articles 137 to 148, 163 to 182 and Annex I.

All such data will be processed by the Court in accordance with the requirements of Regulation (EU) No 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union

¹⁰ OJ L 292, 15.11.1996, p. 2. The text of this regulation is available at the following internet address: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:31996R2185>.

institutions, bodies and agencies on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.¹¹

Unless otherwise specified, the processed personal data are necessary for evaluating the tenderer's offer and will be processed exclusively for these purposes by the department responsible for awarding the contract, by the Directorate for the Budget and Financial Affairs, the Committee for opening tenders (section 28 of Annex I to the FR), the Committee for evaluating tenders, and, where applicable, external experts assisting it (Articles 153 and 171(5) of the FR and point 29.1 of Annex I to the FR) and by the Consultative Committee on Public Contracts of the Court.

The personal data of the candidate/tenderer awarded the contract for performance of said contract will be processed exclusively for the purposes of the contract performance by the department responsible for the contract and by the Directorate for the Budget and Financial Affairs.

Processed data may be transmitted to the bodies in charge of supervision, inspection or dispute resolution in accordance with EU law, such as the Court of Auditors, the internal auditor (as part of the duties assigned to that role under Articles 117, 118 and 120 of the FR), the panel referred to in Article 145 of the FR, the European Parliament (in the context of the budget discharge procedure), OLAF, the supervisory committee of OLAF (pursuant to Article 15 of Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999¹²), the European Public Prosecutor's Office, the Legal Adviser for administrative cases, the Registrar and the President of the Court of Justice, the General Court and the Court of Justice of the European Union, and the national courts with jurisdiction over disputes on the performance of contracts.

Personal data relating to the tenderer awarded the contract (in particular the name, the address and the value of the contract) may be published in the Official Journal of the European Union and on the website of the Court of Justice (award notice and annual list of contractors) in accordance with Article 166 of the FR and points 2 and 3 of Annex I to the FR.

In particular, data relating to economic operators in one of the exclusion situations mentioned in Articles 138 and 143 of the FR and to persons who are members of the administrative, management or supervisory bodies of these economic operators or have powers of representation, decision or control on their behalf, to their beneficial owners, and to the natural or legal persons with unlimited liability for the debts of said economic operators, may be transmitted to and recorded in the central database of the Early Detection and Exclusion System (EDES) managed by the European Commission and communicated to the entities referred to in Article 62 of the FR under the conditions laid down in Article 144 of the FR.

Exceptionally, information relating to the exclusion and, if need be, to financial penalties imposed under Article 140 of the FR may be published under the conditions provided for in Article 142 of the FR.

¹¹ OJ L 295, 21.11.2018. Text of regulation available at the following address: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32018R1725>.

¹² OJ L 248, 18.9.2013, pp. 1–22. The text of this regulation is available on the internet at the following address: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32013R0883>.

Paper documents relating to the contract and containing personal data are stored, in compliance with Article 75 of the FR, for a period of 10 years commencing from the 1 January in the year following the year when the last contractual act was performed or completed, or in which the contractual or legal guarantee benefitting the contracting authority expired under the contract framework. The forms and documents are also archived in the accounting system.

In case of audits, investigations conducted by OLAF, claims, appeals or disputes related to the contract, the data are stored, beyond the period stated in the previous paragraph, until those audits, investigations, claims, appeals or disputes have been finally resolved.

Persons to whom personal data processed in the context of this procurement procedure refer (hereinafter 'data subjects') have specific rights by virtue of Chapter III (Articles 14 to 25) of Regulation (EU) No 2018/1725, and in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Data subjects have the right to withdraw their consent to processing at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before the withdrawal. Prior to giving consent, the data subject shall be informed thereof.

The attention of tenderers is drawn to the fact that failure to provide the necessary personal data required in the documents provided for in part 4 may lead to the rejection of the request or tender. Likewise, the rectification, erasure, restriction, objection or withdrawal of consent to processing the abovementioned personal data may give rise to a substantial modification of the terms of the tender and cause it to be rejected.

For any questions on the processing of their personal data, data subjects may contact the Data Controller of the Court of Justice of the European Union using the following address: dataprotection_finance@curia.europa.eu. They may also contact the Data Protection Officer of the Court of Justice of the European Union using the following address: DataProtectionOfficer@curia.europa.eu.

Data subjects have the right to lodge a complaint with the European Data Protection Supervisor at any time (<https://edps.europa.eu/>), if they consider that the processing of their personal data does not comply with Regulation (EU) No 2018/1725.

The candidate/tenderer is required to inform data subjects of the nature, purposes and relevant details of the processing (categories of data and recipients, storage period, etc.) as well as the rights outlined above. The candidate/tenderer is also responsible for obtaining the consent of data subjects to the processing of data for the purposes of this procurement procedure. By submitting their request to participate and their tender, the candidate/tenderer attests that he or she has complied with the abovementioned obligations.

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