



LUXEMBOURG

INVITATION TO TENDER

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

2021

TENDERING SPECIFICATIONS

1. CONTRACTING AUTHORITY

Court of Justice of the European Union
L-2925
Luxembourg
(‘the Court’)

2. THE CONTRACT

2.1 Subject matter 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 concerned. The market is specialised and emphasis is placed on a thorough knowledge of the source language, a perfect command of the target language and of the legal terminology of the target language, account being taken, where appropriate, of any relevant professional experience and of appropriate IT skills.

2.2 Context of the contract

The Court is an institution of the European Union with its seat in Luxembourg.

The mission of the Court is to ensure that the law is respected in the interpretation and application of the treaties governing the European Union. In carrying out that mission, the Court:

- reviews the lawfulness of acts of the institutions of the European Union,
- ensures that the Member States comply with the obligations resulting from the treaties, and
- interprets EU law when requested to do so by the national courts.

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

The institution’s legal translation service is responsible for translating the legal documents of the Court. Accordingly, it ensures the smooth and efficient running of the Court’s judicial proceedings and the multilingual dissemination of the Court’s decisions, thus giving all EU citizens access to justice and case-law at the European level. The Court’s translations are produced in accordance with a mandatory linguistic regime and include all of the combinations of official languages of the European Union.

For further information on the Court and its activities please consult its website at the following address: <http://curia.europa.eu>.

2.3 Publications relating to the tender procedure

Contract notice published in the Official Journal of the European Union on 27 May 2021 and available at the Court's website at:

www.curia.europa.eu/jcms/jcms/Jo2_10741/freelance

2.4 Legal basis

The present tender procedure is governed by the following provisions:

- Financial Regulation: Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, as amended, most recently, by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.¹
- Implementing Rules: Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, as amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.²

Protocol (No 7) on the Privileges and Immunities of the European Union ('the Protocol on privileges and immunities'), annexed to the Treaty on the functioning of the European Union ('the TFEU'), is applicable to the present tender procedure.

2.5 Type of procedure

The tender procedure is a restricted procedure within the meaning of Article 104(3) of the Financial Regulation.

The present tender procedure is of a competitive nature. Any candidate or tenderer attempting to obtain confidential information, to enter into unlawful agreements, to collude or make arrangements with other candidates or tenderers, to solicit support from members of staff of the Court or to influence in any way the evaluation committee or a member thereof during the procedure shall be excluded from it.

2.6 Tender procedure timeline

2.6.1 Closing date for receipt of requests to participate (1st stage)

¹ OJ 2012 L 298, 26.10.2012, p. 1. The text of that regulation is available online at the following address: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32012R0966>.

² OJ 2015 L 286, 30.10.2015, p. 1. The text of that regulation is available online at the following address: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32015R1929>. An updated, consolidated version of the Financial Regulation is available online at: <http://eur-lex.europa.eu/legal-content/EN/AUTO/?uri=CELEX:02012R0966-20160101>.

The closing date for receipt of requests to participate is 03/09/2021.

2.6.2 Opening date for requests to participate

The opening date for requests to participate is expected to be in September 2021.

2.6.3 Closing date for receipt of requests to participate (2nd stage)

This date shall be communicated later, in the letter of invitation to tender to candidates who are selected during the first stage.

2.6.4 Contract award date

The contract is expected to be awarded in September 2022.

These expected dates are not binding and may be amended over the course of the procedure.

2.6.5 Date for signing the framework contract

The framework contracts are expected to be signed in early November 2022.

Those expected dates are not binding and may be amended over the course of the procedure.

2.6.6 Commencement date for performance of the framework contract

Performance of the framework contracts is expected to commence from November 2022.

Those expected dates are not binding and may be amended over the course of the procedure.

2.7 Division in lots

The contract covers the lots set out in point II.2 of the contract notice.

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

2.8 Framework contracts

The framework contracts will be awarded by lot. The duration of the framework contracts will be one year with tacit renewal for a possible three further periods of one year. The maximum number of contractors with whom the contracting authority shall conclude framework contracts is set out, for each lot, in point II.2.4 of the contract notice.

It should be noted that all framework contracts will be terminated at the end of October 2026, even if they have been entered into less than four years previously, in order to ensure the validity of framework contracts resulting from the next public procurement covering the same services.

The framework contracts do not constitute orders. They set out the essential conditions governing the specific contracts (order forms) to be entered into by the Court with the successful tenderers. By entering into a framework contract, the Court does not undertake to establish exclusive relations with the contractor or to assign him or her a specific number of pages. Conclusion of the framework contract imposes on the Court no obligation to place an order. The Court will incur liability only when the contract is performed by means of specific contracts (order forms).

2.9 Order forms

As and when it requires to do so, the Court shall enter into specific contracts with the successful tenderers. Those specific contracts are constituted by the order forms issued by the competent department of the Court, following the procedure set out in the framework contract.

The classification list of contractors for each lot, which will be drawn up based on the award criteria (see point 4.3), shall determine the order in which the contractors, in the light of their output capacity and possible field of specialisation, will be contacted to be offered specific assignments of work. The classification will be reviewed periodically to ensure that it reflects the actual quality of the services provided in performance of the contract. The classification may also be altered after the conclusion of new framework contracts (permanent lots) or the termination of existing framework contracts.

2.10 Services to be provided

The texts to be translated cover a range of legal subjects corresponding to the cases brought before the Court. Both the length of the texts and the degree of urgency with which their translation may be requested are variable. Examples of the types of texts to be translated may be consulted on the Court's web site: <http://curia.europa.eu>.

Translations will be delivered to the Court, in Luxembourg, to the department specified in the order form.

It is not possible to give any precise indication of the total volume of work which specific contracts (order forms) may involve.

2.11 Quality

The quality of service must be such as to enable the translated text to be used immediately, whether by publication or otherwise. Contractors must therefore 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 (if appropriate);
- delivery within the period agreed and specified in the order form.

Any failure to satisfy those quality requirements may lead to imposition of the penalties provided for in the framework contract, including termination.

2.12 Equipment

The Court must be able to contact the contractor so that he or she may accept or refuse a specific assignment of work within a maximum period of 8 hours, other than in cases of urgency, on working days.

The assigned work will be sent to the contractor in electronic format, as determined by the Court. Electronic files must be handled in accordance with the instructions given by the service concerned, in order to minimise any reformatting work. Translations shall be provided to the Court in electronic format, in the word processing software indicated (Microsoft Word 2010 or more recent version, unless otherwise stated) and by electronic file transfer. They must respect and contain the properties and styles present in the document received for translation.

Contractors must be able to work on texts which have been first processed using computer assisted translation tools. Any passages which have been pre-translated either in part or in full and provided to the contractor, either in the file to be translated or separately, will be deducted from the page count in the manner indicated in the framework contract.

Where necessary, contractors must be able to handle, and subsequently to return to the Court, files containing both the source text and any translation correspondence obtained from the internal translation memories of the Court (for example, an XLIFF format or equivalent).

Contractors will be required to adapt to any new formatting or software required by the Court, and to do so within a reasonable period of time. For all electronic mailings, the contractor must be able to adapt at any time to the specifications of the Court intended to ensure the confidentiality of communications. The use of a link to electronic documents lodged by means of ‘cloud-based’ storage services is prohibited

3. SUBMISSION OF TENDERS

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

3.1 Language

Tenders must be written in the target language of the services covered by the contract. However, it is necessary to use one of the language versions provided (French or English) of Annexes 1 to 3 to the tendering specifications.

3.2 Conditions for admission

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

Submission of a tender implies acceptance of the present tendering specifications and the other documents relating to the invitation to tender. The framework contract and the tendering specifications are deemed to be mutually explanatory. In the event, however, of any ambiguity 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 he or she is successful, during the performance of the contract. He or she shall waive his or her own terms and conditions of contract.

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.

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, he or she 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 3.3.1 below 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 employment comes to an end. In the event of the permanent employment of a contractor as an established official after the end of the probationary period, that person's framework contract will be terminated automatically. In the event of the permanent employment of a member of the group, a member of his or her staff or of a service provider within the meaning of point 3.3.1 below as an established official following the probationary period, the person concerned shall be excluded automatically from the framework contract in his or her

capacity as member of the group, member of staff or service provider of the contractor.

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.

3.3 Information to be provided

The tenderer must complete the form attached (see Annex 1) and include it, duly dated and signed, as the cover page of his or her tender.

3.3.1 Service providers

The tenderer must supply, if necessary, per lot and using the form attached (see Annex 2), a list of the natural persons who will be engaged in providing, on his or her behalf, the services covered by the contract. The individuals listed must necessarily be those about whom information was given 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 for each of those individuals the attached form (see Annex 2a). The Court reserves the right not to authorise the participation in performance of the contract of those additional service providers. A list of the approved service providers will be annexed to each framework contract.

3.3.2 Technical proposal (test translation)

The tenderer must provide a translation into the target language concerned of the text attached to the letter of invitation to tender. A translation for each lot concerned must be supplied. In returning the test translation, the tenderer thereby declares that the translation has been produced by one of the service providers about whom information was given in the request to participate in the present procedure for the lot concerned, but not by one of those who were eliminated following the evaluation of their professional capacity. Any misrepresentation will entail the imposition of penalties. No payment will be made for the test translation.

3.3.3 Financial proposal (tender price)

Candidates who are selected and invited to submit a tender must make a financial proposal. That tender price must be provided using the mandatory form in Annex 3.

For each lot to which the tender relates, and by using the form attached (see Annex 3), the tenderer shall specify in euros and excluding value added tax ('VAT') the total price quoted for a standard page of 1 500 characters, exclusive of spaces, in the source language. That price shall be inclusive of all costs.

When determining his or her financial proposal the tenderer will take account of the fact that, pursuant to Articles 3 and 4 of the Protocol on privileges and immunities, the Court is exempt from all taxes duties and other charges, including value added tax.

3.4 Submission

These tendering specifications specify all the documents to be completed in order to submit a tender.

Tenders shall be submitted for each lot concerned. They must contain all the documents and information required and must be signed and dated.

Each tender must:

- contain a cover page, duly completed, dated and signed by the tenderer or his or her legal representative (Annex 1);
- contain, where applicable, for each lot, a list of the natural persons who will be engaged by the tenderer for the provision of the services covered by the contract, using the form in Annex 2a;
- contain the technical proposal (test translation). The text of the test translation is attached to the letter of invitation to tender;
- contain the financial proposal (tender price);
- be perfectly legible to eliminate any doubts as to the terms or the figures mentioned;
- be drawn up in accordance with the forms annexed to the present tendering specifications.

The test translation shall be assessed anonymously.

To that end, for paper tenders, candidates invited to tender will be requested to attach one copy of the test translation containing the tenderer's surname (and first name) and two copies without the tenderer's surname (or first name) or any information from which he or she may be identified.

For electronic tenders, candidates invited to submit a tender shall be requested to send two copies of the test translation in .pdf format: one copy of the test translation containing the tenderer's surname (and first name) and one copy without a surname (or first name) or any information from which he or she may be identified.

Tenders must be sent following the terms and conditions set out in the letter of invitation to tender and within the time limit prescribed.

It is not permitted to use 'cloud-based' storage services in order to submit the tender.

3.5 Validity

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

3.6 Signing the framework contract

The contracting authority reserves the right to regard successful tenderers who have not returned their framework contract, duly signed, within three months of being notified that the framework contract is to be signed, to have decided against signing the framework-contract.

4. EVALUATION OF TENDERS

4.1 Compliance

Tenders which are submitted within the time limit and in the manner specified in point 3.4 shall be evaluated. Other tenders will be rejected.

Tenders received after the closing date for receiving tenders shall be rejected, The acknowledgement that the tender has been received shall serve as evidence that the tenderer complied with the closing date for receiving tenders.

Tenders received that do not comply with the conditions of confidentiality, completeness and integrity laid down in the letter of invitation to tender, which have been already opened (in the case of paper submission) or sent to an e-mail address other than that stated in the letter of invitation to tender (in the case of submission by e-mail) shall be rejected without being reviewed or their content being assessed.

4.2 Exclusion

Tenders submitted by a natural person, legal person or a group of economic operators not invited to tender will be rejected.

4.3 Award criteria

For each lot, the contract will be awarded to the tender which, of all the tenders that are in order and satisfy the conditions laid down, offers the best-value-for-money in terms of the best quality/price ratio, in which respect quality will account for 70% of the overall mark and price 30%.

The quality of the tender shall be evaluated on the basis of the information provided in the technical proposal (test translation, point 3.3.2.) and will be marked out of 100.

Provided that the quality mark is 50 or more, the tender offering the highest price/quality ratio shall be deemed to offer the best-value-for-money. The price/quality ratio will be calculated as follows:

Ratio of the tender X = Lowest price tendered/Price of tender X * Weighting for price (30%) + Mark for quality (out of 100) of tender X/Highest quality tendered * Weighting for quality (70%)

The Court shall not be liable to award compensation to any tenderers who are not successful.

4.3.1 Minimum quality level

Test translations shall be assessed according to three quality 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

Test translations which are given a quality mark of less than 50 out of 100 will be deemed of insufficient quality, and those tenders will be rejected without the financial proposal being assessed.

4.3.2 Excessive prices

The Court reserves the right to reject tenders which are deemed to be excessively expensive.

4.3.3 Abnormally low tenderers

If the price or the cost quoted in the tender appears abnormally low, the Court may reject that tender in accordance with point 23 of Annex 1 to the Financial Regulation.

4.3.4 Award phase

Tenderers shall be informed of the outcome of the tendering process by e-mail. The information shall be sent to the e-mail address provided in the tenderer's request to participate. The same e-mail address will be used by the contracting authority for all communications with the tenderer. The tenderer is obliged to provide a valid e-mail address and regularly check his or her inbox.

The successful tenderer must provide, within the time limit set by the Court and before signing the framework contract, the documents referred to in the declaration on

honour as sufficient evidence concerning the exclusion and selection criteria in point VI, 'Supporting documents upon request'.

All tenderers are exempt from the obligation to produce that documentary evidence where:

- o the Court can access that evidence free of charge by consulting a national database;
- o such evidence has already been submitted to the Court for the purposes of another procedure and in so far as those documents were submitted no more than one year before and are still valid. In such a situation, the economic operator shall certify on its honour that the documentary evidence was already provided as part of a previous procedure and that there has been no change in circumstances.

4.3.5 Classification of successful tenderers

While reserving the right not to award one or more lots, the Court will draw up for each lot a list classifying the successful tenderers on the basis of the selection criteria. Taking account of the maximum number of framework contracts per lot, the Court will enter into a framework contract with the tenderers on that list.

5. PARTICULAR CONDITIONS

5.1 Contact between the tenderers and the Court during the tender procedure

Throughout the procurement procedure, all contacts between the Court and the tenderers is permitted only exceptionally in the circumstances set out below and will take place in a manner ensuring transparency, equal treatment and good administration.

5.1.1. Before the closing date for the submission of tenders

Before the closing date for the submission of tenders, the Court may communicate additional information concerning procurement documents, simultaneously and in writing, to all the economic operators concerned if it discovers an error or an 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 closing date for receiving tenders.

5.1.2 After the closing date for receiving tenders

After the time limit for receipt of tenders has expired, the Court may contact the tenderers in order to correct obvious material errors in documents relating to the tender, after the tenderer has confirmed the intended correction.

Where a tenderer fails to submit documents or statements, the Court may request that it provide any missing information or that it clarify the supporting documents.

That information, those clarifications or confirmations may not substantially change the documents relating to the tender.

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

All tenders satisfying the conditions of the submission procedure will be opened and tenderers will be informed of the outcome of their submission of tenders.

5.2 Invitations to tender and subsequent requests to participate

If the number of tenders which satisfy the award criteria is insufficient having regard to the maximum number of framework contracts to be concluded, selected additional candidates may be invited to tender, on the basis of the evaluation of the capacities of the candidates according to the selection criteria.

Since the lots are of a permanent nature, at regular intervals throughout the performance of the contract an evaluation of new requests received after the final date for submission will be carried out, provided that the maximum number of contractors for the lot has not been reached.

5.3 Payment

The sums to be paid as provided for in the framework contract are given in euros. All payments referring thereto are to be made in euros.

Payments are to be made in accordance with the detailed rules set out in the framework contract.

5.4 Invoicing

Invoicing shall take place in accordance with the detailed rules provided for in the framework contract.

The attention of tenderers is drawn to the fact that the Court is exempt from all duties and taxes, in particular from value-added tax ('VAT'), pursuant to the provisions of Articles 3 and 4 of the Protocol on privileges and immunities.

The onus is solely on the contractor to ascertain the general conditions to be satisfied in relation to the application of VAT to translation services according to where his or her registered office or residence for tax purposes is situated.

5.5 Personal Data Protection

Participation in the present procurement procedure necessarily involves the processing by the Court of certain personal data, that is to say of information relating to identified or identifiable natural persons, namely, as applicable, the tenderer and its staff,

entities on whose capacity the tenderer is planning to rely for the purposes of satisfying the selection criteria, and subcontractors, as well as, in certain cases, persons who are members of the administrative, management or supervisory bodies of those economic operators or who have powers of representation, decision or control with regard to them, their beneficial owners and the persons who assume unlimited liability for the debts of the said economic operators.

The following data, for example, are included:

- Identification data (surname, first name, passport number, identity document number, other data contained in the passport, the identity document or the certificate of nationality);
- Position;
- Contact details (address, telephone number, e-mail address, internet address);
- Financial data (bank account number, bank name, IBAN and BIC codes, VAT number);
- Statement of tenderer's turnover;
- Proof of self-employed status, proof of tax status;
- Bank statements or evidence of professional risk insurance;
- Data contained in criminal records or in a certificate relating to payment of social security contributions or taxes;
- Data contained in the curriculum vitae;
- List of the main works published or projects carried out;
- Data contained in the declaration on honour concerning the exclusion and selection criteria;
- Other data transmitted by the tenderer as part of the procurement procedure.

The legal basis for the processing of personal data is the Financial Regulation and, in particular, the provisions therein regarding public procurement, namely Articles 135-145, 160-179 and Annex I.

All such data shall be processed by the Court in accordance with the requirements of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free

movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

Unless otherwise indicated, the personal data processed are necessary for the evaluation of tenders and will be processed exclusively for those purposes by the directorate responsible for the tender procedure, the Budget and Accounting Directorate of the Court, the committee for opening tenders (point 28 of Annex I of the Financial Regulation), the committee for the evaluation of tenders as well as, where appropriate, external experts who may assist it (Articles 150 and 168(5) of the Financial Regulation and point 29.1 of Annex I to the Financial Regulation) and by the Advisory Committee for Public Contracts of the Court.

The successful tenderer's personal data generated during performance of the contract will be processed exclusively for those purposes by the directorate responsible for the contract and by the Budget and Accounting Directorate.

Data processed may potentially be transmitted to the bodies responsible for 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 him or her by Articles 117, 118 and 120 of the Financial Regulation), the panel referred to in Article 143 of the Financial Regulation, the European Parliament (in the context of the budget discharge procedure), OLAF, the OLAF Supervisory Committee (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 OLAF), the European Public Prosecutor's Office, the Legal Adviser on Administrative Matters, 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 and tribunals with jurisdiction for disputes pertaining to the performance of the contract.

Personal data of the tenderer that wins 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 Court of Justice's website (award notice and annual list of contractors) in accordance with Article 163 of the Financial Regulation and points 2 and 3 of Annex I to the Financial Regulation.

In particular, data on economic operators who find themselves in one of the exclusion situations mentioned in Articles 136 and 141 of the Financial Regulation and to persons who are members of the administrative, management or supervisory bodies of those economic operators or which have powers of representation, decision or control with regard to them, to their beneficial owners, and to the natural or legal persons who assume unlimited liability for the debts of the said economic operators, may be transmitted and recorded in the central database of the early detection and exclusion system managed by the European Commission and communicated to the entities referred to in Article 62 of the Financial Regulation under the conditions laid down in Article 142 of the Financial Regulation.

In exceptional cases, information relating to the exclusion and, where applicable, to the financial penalties imposed under Article 138 of the Financial Regulation may be published under the conditions laid down in Article 140 of the Financial Regulation.

Paper documents relating to the contract which contain personal data are retained, in accordance with Article 75 of the Financial Regulation, for a period of 10 years from the 1 January following the year during which the last act of performance of the contract took place or during which the contractual or statutory guarantee from which the contracting authority benefits in the context of the contract expires. The forms and documents are also archived in the accounting system.

In the case of audits, OLAF investigations, complaints, appeals or disputes relating to the contract, the data are retained, beyond what is provided for in the preceding paragraph until those audits, investigations, complaints, appeals or disputes have been fully resolved.

Persons to whom personal data processed as part of the present procurement procedure relate (hereafter '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 the processing at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. Prior to giving consent, the data subject shall be informed thereof.

The tenderers' attention is drawn to the fact that a failure to communicate essential personal data requested in the relevant documents may lead to the tender being rejected. Likewise, the rectification, erasure, restriction, objection or withdrawal of consent for the processing of the abovementioned personal data may give lead to the terms of the tender being materially changed and cause it to be rejected pursuant to point 10.3 of Annex I to the Financial Regulation.

For any queries regarding the processing of their personal data, data subjects can contact the data controller (Court of Justice of the European Union) at the following address: marchéspublics-contrats@curia.europa.eu. They may also contact the Data Protection Officer of the Court of Justice at the following address DataProtectionOfficer@curia.europa.eu.

Data subjects have the right to lodge a complaint at any time to the European Data Protection Supervisor (<https://edps.europa.eu/>) if they consider that the processing of their personal data does not comply with Regulation (EU) 2018/1725.

The tenderer is obliged to inform the data subjects of the nature, the purposes and the characteristics of the processing (categories of data, retention period, etc.) and of the rights described above. It must also obtain the consent of the data subjects for the processing of data for the purposes of the present procurement procedure. By submitting his or her tender, the tenderer certifies that he or she has complied with the above obligations.

5.6 Environmental provisions

The successful tenderer shall comply with the applicable environmental legislation and all environmental specifications required by the invitation to tender or laid down in its tender.

The Court adopted the Eco-Management and Audit Scheme (EMAS) ('the EMAS scheme') provided for 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 as well as in Commission Regulation (EU) 2017/1505 of 28 August 2017 amending Annexes I, II and III to Regulation (EC) No 1221/2009 of the European Parliament and of the Council on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS).

In the area of the tender procedure, the successful tenderer will collaborate with the Court in the implementation of the EMAS scheme, in particular by providing the information relating to the area of the tender procedure necessary to periodically evaluate the system and to update the documents laid down in Regulation No 1221/2009. It shall adopt all the necessary measures to ensure compliance with the Court's environmental policy, general and specific environmental objectives and environmental programme.

5.7 Amendment of the framework contract or specific contracts

The Court may, with the agreement of the contractor, amend the framework contract without having to start a new tender procedure in the circumstances and under the conditions laid down in Article 172 of the Financial Regulation.

ANNEXES TO TENDERING SPECIFICATIONS

- 1. Cover page for tender (to be completed)**
- 2. List of service providers (natural persons) engaged by the tenderer for the provision of the services covered by the contract (to be completed for each lot concerned, as necessary)**
 - 2a. Service providers (natural persons)* about whom information was not given in the request to participate, but engaged by the tenderer for the provision of the services covered by the contract (to be completed as necessary)**
- 3. Financial proposal ('tender price') (to be completed for each lot concerned)**



ANNEX 1

Cover page for the tender

Contract: conclusion of multiple framework contracts for the translation of legal texts from certain official languages of the European Union into [the target language].

Tenderer	Representative (legal)
Address	Post Code
Town/City	Country
Telephone	GSM
Electronic mail (e-mail)	

LOT N°:

TARGET LANGUAGE:

SOURCE LANGUAGE:

Documents attached (*tick*):

- List of service providers (Annex 2)
- Test Translation
- Financial proposal ('tender price') (Annex 3)

Signature **Date**

(of tenderer or legal representative)



LUXEMBOURG

ANNEX 2a

Service providers (natural persons) in respect of whom information was not given in the request to participate, but who are engaged by the tenderer for the provision of the services covered by the contract

TENDERER **LOT No**
TARGET LANGUAGE **SOURCE LANGUAGE**

DECLARATION ON HONOUR CONCERNING THE EXCLUSION AND SELECTION CRITERIA

Each natural person engaged for the provision of the services must complete, date and sign a declaration on honour available at the following address: www.curia.europa.eu/jcms/freelance. That declaration must be attached to Annex 2a.

PROFESSIONAL CAPACITY

The present section is to be filled in by each natural person involved in the provision of services covered by the contract.

Each of those persons must satisfy the minimum requirements of technical and professional capacity set out in point III.1.3 of the contract notice for the lot concerned and, where applicable, in point II.2.9 of the contract notice for the lot concerned. The present section is therefore to be filled out on the basis of those minimum requirements.

Please attach additional sheets if necessary.

- **Name, first name(s)**
- **Date of birth** __ / __ / _____
- **Nationality**
- **Current post/job:.....**

1. Legal education (*level, qualifications/certificates, legal system in question*):

2. University education (*qualifications/certificates*):

3. Command of target language (*level, method of acquisition, qualifications/certificates, other*):

4. Knowledge of the source language (*level, method of acquisition, qualifications/certificates, other*):

5. (Professional) experience, in respect of this language combination, of translation (if applicable, revision) of legal texts (*certificates, list of services provided indicating the nature, volume, date of execution and employers/clients, other*):

6. (Professional) experience in respect of the language combination of the lot of translation and/or revision of legal texts (if any) (*certificates, list of services provided indicating the nature, volume, date of execution and employers/clients, other*):

7. Training in translation (*if any*) (*qualifications/certificates*):

8. Any other relevant information, relating to the minimum standards of technical and professional ability set out in point III.1.3 of the contract notice for the lot concerned and, if any, in point II.2.9 of the contract notice for the lot concerned:

LIST OF DOCUMENTS AND EVIDENCE TO BE ATTACHED TO ANNEX 2a
(tick and attach)

1. Declaration on honour concerning the exclusion and selection criteria available on the CURIA website (https://curia.europa.eu/jcms/jcms/Jo2_10741/en) (for each natural person involved in the provision of services concerned)
2. Copies of qualifications/certificates or other supporting evidence in support of the areas of specialisation, which point 5 of the registration form gives the option of indicating (each natural person involved in the provision of services concerned)
3. Copies of qualifications/certificates (each natural person involved in the provision of services concerned)
4. Copies of qualifications/certificates and other evidence (each natural person involved in the provision of services concerned)
5. Copies of certificates, list of services provided indicating the nature, volume, date of execution and employers/clients (each natural person involved in the provision of services concerned)
6. Copies of qualifications/certificates and other evidence (each natural person involved in the provision of services concerned)
7. Curriculum vitae (each natural person involved in the provision of services concerned)



LUXEMBOURG

ANNEX 3

Financial proposal ('Tender price')

TENDERER **LOT No**
TARGET LANGUAGE **SOURCE LANGUAGE**

The total price excluding VAT quoted per standard page of 1 500 characters exclusive of spaces, in the source language.

EUR

Important notice: all texts assigned by the Court will have their pages counted, each page representing 1 500 characters, exclusive of spaces, in the source language, and no other method of counting will be used, save for the particular rules of calculation laid down in the framework contract in respect of texts containing passages which are pre-translated but which must still be checked by the contractor.