



Publications Office

Directorate Resources  
Calls for tenders and Contracts Unit

14-12-2011

Luxembourg,  
Opoce.r.2 (2011) n° 1477707 sauv / ARES  
Ref.: LF - AO 10352 clarification 12 - 1 477 707

## E-MAIL

**Subject:** Invitation To Tender n° 10352 : "PROCESSING OF NOTICES FOR PUBLICATION IN THE OJ S "  
**Additional information n° 12** (Ref. 1291590, 1337403 and 1295323)

Dear Madam, Sir,

Following our receipt of questions from tenderers concerning the above-mentioned Invitation to Tender, please note the following:

**Q1** *Liquidated damages for late delivery.*  
*In the draft contract two kinds of liquidated damages are mentioned:*

*Article I.11 in the Special Conditions:*

*Notice delivery delayed up to 24 hours: if more than 2 % of the documents delivered in one calendar month are delivered with a delay, the liquidated damages will amount to 15 % of the total price of the notices delivered with a delay.*

*Notice delivery delayed above 24 hours: if more than 1 % of the documents delivered in one calendar month are delivered with a delay, the liquidated damages will amount, for each concerned notice, to 30 % of the total price of the delayed document per calendar day of delay (limited to twice the price of the notice).*

*Article II.16 in the General Conditions:*

*Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, liquidated damages of 0.2 % of the amount of the relevant purchase may be imposed per calendar day of delay.*

*Our understanding is that Article I.11 (Special Conditions) applies to the contract and that liquidated damages related to delivery will be calculated using the rules defined in this article.*

*Is our understanding correct?*

*Could you specify in which cases the liquidated damages foreseen in the General Conditions may apply?*



**A1** On page 2/33 of the draft contract it is mentioned that:  
"The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the annexes. The terms set out in the Contract shall take precedence over those in the order forms and specific contracts. The terms set out in Tender Specifications shall take precedence over the Contractor's tender."

This means that in the cases provided for both in the Special Conditions and in the General Conditions, the terms set out in the Special Conditions will apply.

The terms set out in the General Conditions will apply in the cases provided for in the General Conditions and not provided for in the Special Conditions.

**Q2** *In the price schedule (MS-Excel workbook "ao\_10352\_clarification\_3\_price\_schedule\_v2.xls" that is an annex to Additional Information No3 sent on 25/11/2011) there are invoice posts used to take into account new official languages that may be added during the period of execution of the contract.*

**Q2.1** *In the worksheet "price schedule - fixed prices", we understand that we have to use price posts AD1 and AD2 (lines 31 and 32) to indicate the total fixed costs for taking into account a new language (Set-up, tests, training) in our production system.*

*Is our understanding correct? If the answer is no, could you clarify this point?*

**A2.1** Your understanding is correct.

**Q2.2** *In the worksheet "price per notice type (lot 1)", on line 30 "Additional cost per notice for the addition of one new language", we understand that we have to indicate the additional cost per type of notice for processing new languages.*

**A2.2** For each type of notice you have to indicate the additional price per notice that will result from the addition of one new official language to the current official languages, for example if the number of official language is increased from 23 to 24 or from 24 to 25 etc.

**Q2.3** *We understand that:*

- for notices processed in the current 23 official languages, the price to invoice will be the price mentioned in line 28 for the relevant type of notice,*
- for notices processed in the new languages, the price to invoice will be the sum of the relevant prices mentioned in line 28 and in line 30.*

*Is our understanding correct?*

*If it is not correct, could you clarify how notices in new and current languages will be invoiced?*

A2.3 Your understanding is not correct. Until a new official language is introduced, all notices will be invoiced using the relevant price of the line "Price per type" (line 28 of the worksheets "price per notice type (lot 1)" and "price per notice type (lot 2)" respectively).

Every time a new official language is introduced, an amendment to the contract will be made and each price in the line "Price per type" (line 28 of the worksheets "price per notice type (lot 1)" and "price per notice type (lot 2)" respectively) will be replaced by the sum of the price previously mentioned in the line "Price per type" and the corresponding price mentioned in the line "Additional cost per notice for the addition of one new language" (line 30 of the worksheets "price per notice type (lot 1)" and "price per notice type (lot 2)" respectively). There will be not difference for what concerns invoicing between notices which original language is one of the previously existing official languages and notices which original language is one of the new official languages.

For example for Lot 2 (worksheet "price per notice type (lot 2)": should, during the first ten months of execution of the contract, three new official languages be added, the value of cell F28 at the end of the period would be equal to the value of cell F28 at the beginning of the period plus three times the value of cell F30. The value of cell F30 remains unchanged.

Q2.4 If our understanding is correct, we think that the worksheets "costs for notices (lot 1)" and "costs for notices (lot 2)" contain an error in the lines for "yearly costs" (lines 9 and 17 and lines 11 and 20 respectively) because the calculation formulae systematically add the price of the notice (current languages) and the additional price for one new language, the result being multiplied by the total number of processed notices (all languages together).

We think that the formula to use should be:

$(B7 * \text{number of notices all languages together}) + (B8 * \text{number of notices in the new languages})$

It is our opinion that:

- either a new line should be added between lines 7 and 8, in order to indicate the estimated number of notices for the new language(s) and the formulae in the line "yearly costs" should be adapted accordingly;
- or the formulae in the line "yearly costs" should be modified to take into account the estimated part of the notices in the new language(s).  
For example:  $\text{yearly costs} = B6 * B7 + (B6 * 0.02 * B8) \Rightarrow$  if the estimate is that 2% of the notices processed will be in the new language(s).

Do you confirm our analysis.

A2.4 We do not confirm your analysis.

We confirm the formulae in the current version of the Excel file "ao\_10352\_clarification\_3\_price\_schedule\_v2.xls".

**Q3** *Number of notices for 2011.*

*Technical Annex TS05 specifies the types of notices that the Publications Office may ask us to process but does not give any indication on the number of notices to be processed.*

*Could we have these data as well as the type of translation requested? The information which we ask for is detailed in the table below.*

Year 2011

Notice :	Urgent	Normal	Custom
<b>Translation:</b>			
<b>Full</b>			
<b>Partial</b>			
<b>Title</b>			

**A3** Tenderers can obtain more information by consulting the TED website. In the table below, showing the types of notices invoiced by lot 2 in the period January to June 2011:

- codes 26+27 are full translations (paper+electronic, in total 2.848),
- codes 28+29 are partial translations (paper+electronic, in total 6),
- codes 30+31 are translations of titles only (paper+electronic, in total 315).

Corrigenda may be “urgent” (to be delivered within 5 days), otherwise notices to be translated are usually of type “normal”, i.e. with a 12-day delivery period. For “custom” notices see 1.2.2 below. A more detailed statistical overview is not available.

Contractor	Invoice code	Jan	Feb	Mar	Apr	May	Jun	Total invoiced
Lot 2	26	249	314	329	275	211	228	1 606
	27	123	224	248	283	179	185	1 242
	28		1			2	1	4
	29				1		1	2
	30	46	43	45	60	65	56	315
	31							0
	32		1			2		3
	33							0
	34							0
	35							0
	36a							0
	36b	24	21	46	38	27	42	198
	36c	21	15	13	9	9	17	84
	37	3	4	5	4	1	2	19

**Q4** Could you provide the estimation for 2012 in the table below?

Estimation year 2012

Notice :	Urgent	Normal	Custom
<b>Translation:</b>			
<b>Full</b>			
<b>Partial</b>			
<b>Title</b>			

**A4** It is not possible to provide the requested estimation for 2012. Nevertheless, we estimate that the total number of notices will increase by 8% per year. Please note that this estimate is binding neither on the Commission nor on the Publications Office.

**Q5** What is the average number of words in urgent notices to be translated?

Nb de mots	2011	2012 (est.)
<b>Full</b>		
<b>Partial</b>		
<b>Title</b>		

**A5** Urgent notices are not to be translated but some corrigenda or additional information are. More information on the content or corrigenda can be obtained on the TED website. It may be advisable to select "Corrigenda" and "Additional information" in the "Type of document" field and "European Institution/Agency or International Organisation" in the "Type of authority" field of the "Search" screen.

**Q6** Type of notice for Lot 2, Technical Annex TS05, urgent notices.

**Q6.1** These notices are all received in XML format, except when they are the subject of an accelerated procedure.  
Does this mean that all XML notices are urgent?

**A6.1** No, not all XML notices are urgent.

**Q6.2** What is the format of the notices received in the other cases (accelerated procedures, financial institutions)?

**A6.2** The format can be both PDF and XML.

*Q7 Type of notice for Lot 2, Technical Annex TS05, custom notices.*

*Q7.1 How long is the average deadline for this type of notices?*

**A7.1** In case of a corrigendum the Publications Office can ask for a 3 days deadline but always after agreement with the contractor. This only happens very rarely, to satisfy (always after agreement with the contractor) the request of the awarding authority to shorten the publication deadline; the deadline also depends on the length of the notice. Contracting entities often request to have a notice published more than 12 days after it has been sent to the Publications Office, but this should not be an issue except with regard to the necessity for the contractor to change the relevant date.

*Q7.2 In which format (PDF / XML) are these notices received?*

**A7.2** The format can be both PDF and XML.

Yours faithfully,

*Maria Manuela Cruz*  
Maria Manuela CRUZ  
Head of Unit