



Publications Office

Directorate Resources
Calls for tenders and Contracts Unit

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Ref.: LF - AO 10352 clarification 4 - 1391253

E-MAIL

Subject: Invitation To Tender n° 10352 : "PROCESSING OF NOTICES FOR PUBLICATION IN THE OJ S"
Additional information n° 4 (Ref. 1236850 and 1234876)

Dear Madam, Sir,

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

Q1 *In point 1.4 of the specifications stands: "Starting date of the contract and duration of the tasks/contract: The contract is foreseen to be signed in February 2012. The contract shall enter into force on the date on which it is signed by the last contracting party."*

In the draft contract we read: "The Contract shall enter into force on 8 March 2012, if it has been signed by both contracting parties. Otherwise it shall enter into force on the date on which it is signed by the last contracting party."

Question: if the contract would be signed on 10 February by the last contracting party, would it enter into force on 10 February or 8 March?

A1 In point 1.4 of the specifications;
instead of:

"The contract shall enter into force on the date on which it is signed by the last contracting party."

please read:

"The Contract shall enter into force on 8 March 2012, if it has been signed by both contracting parties. Otherwise it shall enter into force on the date on which it is signed by the last contracting party."



Q2 This question refers to Annex TS14 (Quality Control), section "Types of Processing Errors - I. Textual errors - 2. Minor errors" which mentions "internal agreements".

1. Could you please clarify the meaning of "internal agreements"?
2. Moreover, could you please provide an overview of those internal agreements which will be applicable within the scope of contract 10352?
3. Are those "internal agreements" applicable in general (and hence to all notices to be processed within the scope of lot 1)?

A2 Internal agreements refer to agreements that may be convened on a practical basis between the Publications Office and the contractor during the execution of the contract, for both lots. The scope of these internal agreements cannot be defined in advance since they are agreed with the contractor on a case-by-case basis and will be independent of previous agreements on the subject. Examples may be found in Annex 4/ to Additional Information No 3 sent on 25/11/2011.

Q3 This question and the related sub-questions refer to the following parts of the technical specifications:

- section 2.6.2 (Technical and professional capacity of the tenderer)
- Annex 5 (List of documents to provide), Section Three: Documents relating to the selection criteria
- Annex 7 (Questionnaire concerning the tenderer's staff).

With respect to the "Selection Criteria" and according to Annex 5, the following documents are (amongst others) to be provided:

- Technical questionnaire (Annex 7 to the specifications)
- CV forms (Annex 9 to the specifications)
- CV summary (Annex 10 to the specifications).

On the other hand, section 2.6.2.1 only refers to Annex 7 (e.g. table on page 18/93, part c). Section 2.6.2.2 mentions CVs.

In this context, we have the following questions and/or remarks:

1. Do the "CVs" as mentioned in section 2.6.2.2 refer to Annex 9 and/or Annex 10?
2. We did not yet receive Annex 10 (an official question has already been raised). However, by anticipating form and content of a "CV summary", we would like to understand the difference between Annex 7 and Annex 10. Would you please explain?
3. Is there a relationship between Annex 7, Annex 9 and Annex 10 (e.g. is Annex 7 a kind of "Table of Contents" for the Annexes 9 and 10)? If yes, could you please explain this relationship? Does this relationship affect the procedure outlined in section 2.6.2.2?
4. In case there is no relationship between Annexes 7, 9 and 10: could you please review the procedure described in section 2.6.2.2 because:
 - a. Section 2.6.2.2 refers to 2.6.2.1 ("... will be judged on the basis of the requirements set in point 2.6.2.1 ...")
 - b. Section 2.6.2.1 refers to Annex 7, but not to Annex 9 and/or 10

A3 A new list of Annexes and a new Annex 5 to the specifications were annexed to Additional Information No 1 sent on 18/11/2011. Please note that CVs as such are not required in the framework of the call for tender AO 10352. Regarding the required profiles, the table "Questionnaire concerning the tenderer's staff" in point c) of Annex 7 to the specifications must be filled in. Please note that the second paragraph of point 2.6.2.2 of the specifications is deleted.

Q4 *This question refers to section 4.2.4.1 of the technical specifications which states:*

"All these cases will trigger a request within two (2) days from the reception date for the Publications Office to dispatch standard letters;"

In this context, we have the following questions:

Q4.1 *Does reception date refer to the catalogue data DR (as for example outlined in Annex TS10)?*

A4.1 Yes, reception date refers to the catalogue data DR.

Q4.1a *If yes: does DR refer to the date/time when a package/notice has been received in (imported into) the OJS production system of the Publications Office?*

A4.1a Yes, DR refers to the date/time when a package/notice has been received in (imported into) the OJS production system of the Publications Office.

Q4.1a.i *If the answer to Q4.1a is no: please explain the exact meaning of DR.*

A4.1a.i Not applicable.

Q4.1b *If the answer to Q4.1 is no: please define "reception date".*

A4.1b Not applicable.

Q4.2 *Does "reception date" refer to the element RECEPTION_DATE_AT_PO of the "Request for Preparation" message in the Admin XSD?*

A4.2 Yes, "reception date" refer to the element RECEPTION_DATE_AT_PO of the "Request for Preparation" message in the Admin XSD.

Q4.3 *Does "two (2) days" in section 4.2.4.1 refer to "working days" or "calendar days"?*

A4.3 As specified in point 1.4 of the specifications: "This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated". The request mentioned in point 4.2.4.1 of the specifications must intervene within two (2) calendar days from the reception date of the triggering document. However should the second calendar day be a Sunday or an official holiday of the Commission in

Luxembourg, the request may intervene until 12:00 (CET/CEST) on the next working day after the said Sunday or official holiday.

Q4.4 *With respect to the note in section 4.4 on page 46/93: does this note also apply to the current scenario of standard letters? Meaning: is the “reference point” for “two days” the date and the time of “Request for Preparation Sent” as well?*

A4.4 Yes, this note also applies to the current scenario of standard letter. Yes this is the starting point of the two day deadline mentioned in point 4.2.4.1.

Q4.5 *Assuming that the answer to Q4.3 will be “calendar days”, could you please let us know if the future contractor of lot 1 will have to support the following production scenario, and in particular the following outlined schedule:*

- a. An Awarding Authority submits a notice via eNotices Friday late evening (23:00 h).*
- b. Based on our understanding of the stipulations of TS03, a “Request for Preparation” message for this notice should be sent within a short delay by the Publications Office’s production system (within this example, let’s assume a delay of 30 minutes).*
- c. The RfP is sent to the contractor of lot 1 at 23:30 h (still Friday).*
- d. If applicable to the notice included in this RfP, the contractor of lot 1 will have to initiate an alternative workflow scenario (which involves the supply of variable elements for standard letters) within two calendar days, meaning until Sunday 23:xx h.*

A4.5 As stated in answer 4.3 above, the request must intervene on the next Monday before 12:00.

Q5 *This question and its sub-questions refer to the following parts of the technical specifications:*

- Section 4.4 (Scheduling of work and delivery deadlines)*
- Annex TS04 (yearly production plan)*
- Annex TS05 (Delivery and legal deadlines)*
- Section 4.9.1 (Calculation of time limits)*
- Section 4.9.2 (Delays in delivery)*
- Section 4.9.5 (Delays in delivery).*

Q5.1 *Is our understanding correct that “latest possible export day/date” (as mentioned for example in section 4.9.1) refers to column “Date de production” of annex TS04?*

A5.1 Yes, the “latest possible export day/date” refers to column “Date de production” of annex TS04.

Q5.2 *The note in section 4.4 (page 46/93) states the following:*

*"The reference point to start calculation of **delivery deadlines** is the system date and the time of "Request for Preparation Sent", i.e. when the document is sent to the contractor by the Publications Office."*

Is our understanding correct that the contractor's "delivery deadline" refers to the "latest possible export date" as it is used in sections 4.9.1 and 4.9.2? If no: please clarify the definition of "the contractor's delivery deadline".

A5.2 Yes the contractor's "delivery deadline" refers to the "latest possible export date" as it is used in sections 4.9.1 and 4.9.2.

Q5.3 The note in section 4.9.2 (page 51/93) states the following:

*"It is up to the contractor to calculate the **latest possible export date** for each document according to (i) the planning provided by the Publications Office and (ii) the type of document, so that the notice is exported and published on time."*

The note in section 4.4 (page 46/93) states the following:

*"The **reference point** to start calculation of delivery deadlines is the system date and the time of "Request for Preparation Sent", i.e. when the document is sent to the contractor by the Publications Office."*

Our understanding of the above paragraphs is as follows: the contractor's "reference point" to calculate the "latest possible export date" is the date/time at which a "Request for Preparation [RFP]" message has been sent to him by the Publications Office.

Could you please confirm that this understanding is correct? Otherwise, please provide clarifications on how the contractor is supposed to calculate the "latest possible export date" of a document.

A5.3 Your understanding is correct.

Q5.4 In section 4.9.1 (50/93) the following is stated:

"If the contractor, in case of "urgent" or "normal" notices, has received the notice from the Publications Office less than 24 hours before the last possible export date, then the delay for this notice will not start to be calculated until 24 hours after the reception.

If the contractor, in case of "custom" notices (see point I.3) of Technical Annex TS05), has received the notice from the Publications Office less than 48 hours before the last possible export date, then the delay for this notice will not start to be calculated until 48 hours after the reception."

In this context, we would like to ask you to clarify the following aspects:

Q5.4.1 Does "delay for this notice" mean "delay of the contractor in delivering this notice until the latest possible export date/day"? Could you please either confirm or clarify?

A5.4.1 Your understanding is correct.

In case of "urgent" or "normal" notices received from the Publications Office less than 24 hours before the last possible export date, the delay

will start immediately after the export that follows the end of the 24 hour period after the reception.

In case of "custom" notices received from the Publications Office less than 48 hours before the last possible export date, the delay will start immediately after the export that follows the end of the 48 hour period after the reception.

Q5.4.2 *Based on the context, we understand "xx hours after the reception" as "xx hours after the reception of a Request for Preparation message on the contractor's side". Would you please confirm that this understanding is correct? If not: please explain, what "xx hours after the reception" means.*

A5.4.2 Yes, your understanding is correct.

Q5.4.3 *The definitions of "substantial instance of delay" (see section 4.9.2, page 51) as well as of "serious delay" (section 4.9.5.2.1, page 54) refer to the "latest possible export day". In this context, we understand that the stipulations of the above paragraphs will result in the following, adjusted calculation of the "latest possible export date":*

IF:

notice == ("urgent" or "normal") and (DR_RfP_ESP + 24 h) > LPED

THEN:

LPED = DR_RfP_ESP + 24 h

IF:

notice == "custom" and (DR_RfP_ESP + 48 h) > LPED

THEN:

LPED = DR_RfP_ESP + 48 h

In this context the following abbreviations have been used:

- DR_RfP_ESP: date/time of reception of a Request for Preparation message on the contractor's side".
- LPED: Latest possible export day/date.

Would you please confirm that our understanding is correct? Should our understanding be incorrect, would you please clarify and provide the related calculation scheme?

A5.4 Please see answer 5.4.1 above.

Q5.5 *In annex TS05 the following is stated:*

- "2) Normal notices to be published within 12 days are those:
- sent via regular post, fax or e-mail, or
 - to be translated entirely (except if they fall under categories described in the two last indents above),"

In this context, we have the following questions:

Q5.5.1 *Is our understanding correct that "except if they fall under categories described in the two last indents above" refers to:*

- *using the accelerated procedure, additional information and corrigenda, or*
- *coming from the European Investment Bank, the European Bank for Reconstruction and Development, the European Patent Office,*

A5.5.1 Yes, your understanding is correct.

Q5.5.2 *If our understanding outlined in Q5.5.1 is incorrect, please clarify.*

A5.5.2 Not applicable.

Q5.6 *Section 4.9.1.2 of the technical specifications mentions the following:*

"For documents, which have to be entirely or partially translated, that is "custom" notices as described in Technical Annex TS05, the date to be taken into account for the delivery shall be the date set out in such documents."

In this context, we have the following questions:

Q5.6.1 *Is our understanding correct that "custom" notices are only applicable to lot 2?*

A5.6.1 Your understanding is not correct. Custom notices are applicable to both Lot 1 and Lot 2.

Q5.6.2 *One could interpret the above sentence in a way that "all notices which have to be entirely or partially translated" are of type "custom". Is this interpretation correct?*

A5.6.2 No, the proposed interpretation is wrong. Please see answer A5.6.3 below.

Q5.6.3 *If the interpretation outlined in Q5.6.2 is not correct, please clarify this sentence (to avoid any misinterpretation).*

A5.6.3 *in point 4.9.1.2 of the specifications:
instead of:*

"For documents, which have to be entirely or partially translated, that is "custom" notices as described in Technical Annex TS05, the date to be taken into account for the delivery shall be the date set out in such documents".

please read:

"For "custom" notices as described in Technical Annex TS05, the date to be taken into account for the delivery shall be the date set out in such documents."

A5.6.4 *If the interpretation outlined in Q5.6.2 is correct, we would like to refer to annex TS05 which stipulates that "normal notices" are those (amongst*

others) which have to be translated entirely (knowing that there are some exceptions – see question 4.5). Could you please resolve this contradiction?

A5.6.4 Not applicable.

Q5.7 *In annex TS05 the following is stated:*

*"3) Custom notices are those:
- with a requested publication date.*

At the latest these must be delivered before the export on the day before the requested publication date."

In this context, we have the following questions:

Q5.7.1 *Which parties are entitled to request a specific publication date? Awarding Authorities (all AA or only certain AA)? The Publications Office? Please clarify.*

A5.7.1 All contracting entities and the Publications Office are entitled to request a specific publication date.

Q5.7.2 *Is there any framework (which might include procedures, rules, etc.) applicable to those parties entitled to request a "specific publication date", which would result in a certain, guaranteed preparation/processing time on the contractor's side?*

A5.7.2 No, such a framework does not exist.

Q5.7.3 *If the answer to Q5.7.2 is yes, could you please provide the elements of this framework?*

A5.7.3 Not applicable.

Q5.7.4 *If the answer to Q5.7.2 is no, could you please let us know, if any of the below sketched scenarios might be applicable during the execution of the contract:*

- a. an Awarding Authority sends a document today and requests its publication for tomorrow.*
- b. There is a delay in an early phase of the overall processing of a notice in which the contractor is not involved (the contractor's involvement starts with the reception of the RfP message). In order to "recover" from such delays in an earlier phase and in order to adhere to the legal deadlines, the notice is declared on the Publications Office's side as "custom".*

A5.7.4 Ad a: please see answer 4.5.1 above.

Ad b: see answer A5.7.1 above.

Q6 *This question and the related sub-questions refer to Annex 8 of the technical specifications, Technical questionnaires regarding the award criteria.*

Q6.1 *The maximum number of pages to be respected in the evaluation process is based on the criteria: A4 format and font size 12.*

Is our understanding correct that these criteria are:

- also applicable for texts in tables and footnotes?*
- not applicable for texts in images and diagrams?*

In case the answer is NO could you please specify the criteria for those elements?

A6.1 *The page limits apply respectively to each concerned document as a whole, including annexes, tables, diagrams, footnotes, images, references, etc.*

All text must be at least font size 12.

Tenderers must be careful of preserving the legibility of images and diagrams inserted in their offers.

Q6.2 *This question refers to the Technical questionnaire to be provided for Lot 1 award criterion No 3. The third bullet point requests to provide “a description of the assurance and control procedures for linguistic revision”. The term “linguistic revision” might imply – based on the context – a relation to a translation task. From the tender specifications we understand that lot 1 covers the processing of notices without translation activities needed.*

In this context, would you please clarify, what “linguistic revision” in the context of lot 1 means.

A6.2 *Linguistic revision in the framework of Lot 1 includes proofreading and correction. The contractor of Lot 1 will not be asked to perform any translation activities.*

Q7 *This question consists of several sub-questions related to “Electronic notices” from TED eSenders.*

Q7.1 *The price schedule for lot 1 contains (amongst others) the following price codes:*

- 108: Electronic notices (TED eSender, ...)*
- 109: Electronic notices (eNotices)*

According to this price schedule, the same preparation tasks (“Prior Reading”, “Proofreading”, “Coding” and “Coordination”) will have to be executed for notices of both price codes.

Section 1.2 of annex 1 describes the above price codes as follows:

- 108: These standard notices have been input and checked by a specialist company. (TED eSenders submit structured XML notices through software developed in-house acting on behalf of contracting authorities/entities).*
- 109: Standard notices such as contract notices, pre-information notices or contract award notices. The title of the notice in all languages is the main CPV. Tender notices sent for publication through an electronic channel (a web-based tool — eNotices — simplify and speed up preparation and publication of tender notices).*

Q7.1.1 *We understand from this description that notices of price code 108 will be in general of "better quality" than notices of price code 109. Is this understanding correct?*

A7.1.1 Your understanding is correct.

Q7.1.2 *If yes, could you please provide a more detailed explanation concerning this difference in terms of notice quality (with regard to content, structure and formatting).*

A7.1.2 eSenders have passed a qualification procedure. They are supposed to deliver better quality regarding the content, structure and formatting.

Q7.1.3 *The "Indicative time coefficients" (Annex TS17) indicate lower times for notices of price code 108 with respect to the tasks "Prior Reading" and "Proofreading (Re-reading)".
Could you please explain the concrete reasons for these lower times?*

A7.1.3 The better quality of the notices should enable the contractor to spend less time processing these notices with regard to the above mention tasks.

Q7.1.4 *With respect to the task and sub-task descriptions in annex TS06, does it mean that certain sub-tasks (e.g. "Prior Reading > Pre-publication checking and detection of ...") can be skipped for notices of price code 108?*

A7.1.4 No, no task or sub-task related to prior reading may be skipped.

A7.1.5 *If yes, could you please provide a list of sub-tasks which can be skipped?*

A7.1.5 Not applicable.

Q7.2 *Would you please provide a representative set of sample packages (e.g. "Request for Preparation" messages) for notices of price codes 108 and 109.*

A7.2 RfP messages are specified in Technical Annex TS12, in particular TS12.a. Regarding the identification of price codes 108 and 109 see next point.

Q7.3 *What are the criteria to be used by the contractor to identify*
1. a notice of price code 108?
2. a notice of price code 109?

A7.3 Please refer to answer A5.1 in clarification 2 of 21/11/2011.

Q8 *Trusted TED eSenders*
The price schedule of lot 1 includes price code 111 which refers to electronic notices sent by "Trusted TED eSender". In section 1.2 of annex 1 of the technical specifications the following explanation is provided for this price code:

*This type of notice is currently not used. Trusted eSenders will deliver notices that do not need proofreading and correction.
In this context, we have the following questions:*

Q8.1 *What are the criteria to be used by the contractor to identify a notice of price code 111?*

A8.1 These criteria will be defined at the same time as the acceptance procedure for future Trusted eSenders. The contractor will be kept inform in due time.


Q8.2 *Would you please provide a representative set of sample packages (e.g. "Request for Preparation" messages) for notices of price codes 111.*

A8.2 Please see answer A7.2 above.

A8.3 *Could you please let us know if all "Prior Reading" sub-tasks (as described in annex TS06) will be required for notices of this price code, or if certain Prior Reading sub-tasks might be skipped (e.g. due to better quality of notices submitted by "Trusted eSenders"). Could you please clarify?*

A8 The contractor will not be allowed to skip any prior reading sub-tasks

Yours faithfully,


Maria Manuela CRUZ
Head of Unit