



Directorate Resources
Calls for tenders and Contracts Unit

Luxembourg, 08-12-2011
Opce.r.2 (2011) n° 1449667 sauv / ARES
Ref.: LF - AO 10352 Clarification 8

E-MAIL

Subject: Invitation To Tender n° 10352 : "PROCESSING OF NOTICES FOR PUBLICATION IN THE OJ S "
Additional information n° 8 (Ref. 1240676, 1255699, 1270876, 1402063, 1380280, 1274928)

Dear Madam, Sir,

Please find in annex a copy of the corrigendum that has been sent on 08/12/2011 for publication in the OJ S (TED).

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

Q1 *Point 4.9.3.2 of the specifications "Quality control, sampling method) (p. 51/93)*

Sampling method.

The figures indicated per language in Technical Annex TS02c, for example for June, show that the number of notices per language is always less than 10,000 which means that the sample will always contain less than 100 notices. This means that one single notice containing a "serious" error (1%) will trigger an instance of poor quality (and thus liquidated damages). Could you confirm that our understanding is correct?

A1 We confirm that your understanding is correct, subject to the following:
Please note that at the end of the second indent of Article I.11.2 of the draft contract, as modified in answer A3 of Additional Information No 3 sent on 25/11/2011, the following paragraph is added:

"Should the following conditions be met together during one month for one given language:

- only one single error was discovered in the merged, or where relevant, in the single sample defined in point 4.9.3.2 of the specifications,*
- this is only the first or the second time during the whole period of execution of the contract that one or more of the above mentioned errors is identified,*

liquidated damages for the above mentioned errors shall not be calculated for the concerned language for the concerned month."

Please note that the following text is added at the end of the first bullet point of point 4.9.3.2.2 a) of the specifications:

"However, should the following conditions be met together during one month for one given language:

- only one single error was discovered in the merged, or where relevant, in the single sample defined in point 4.9.3.2 above,*
- this is only the first or the second time during the whole period of execution of the contract that one or more of the above mentioned errors is identified,*

the threshold for the above mentioned errors will be considered not to have been exceeded for the concerned language for the concerned month."

Q2 *In this case also, we do not perceive the reason for "sample two" since the sampling method per language does not allow to get under the 1% threshold. Could you confirm that our understanding is correct?*

A2 *The second sample, where provided for, will be used to enlarge the size of the sample in order to refine the quality check.*

Q3 *Let's consider the situation where, during the same month, three languages are at or above the 1% threshold. Does this situation actually imply three instances of poor quality and in consequence one fatal error that could lead to a possible termination of the contract?*

A3 *Point 4.9.5.2.3 of the specifications:
instead of:*

"A fatal error will be considered to have occurred:

- if three instances of poor quality in processing of notices as described in point 4.9.3.2 occur within six months."*

please read:

"A fatal error will be considered to have occurred:

- if three instances of poor quality in processing of notices for the same language as described in point 4.9.3.2 occur within six months,*

or

- if ten instances of poor quality in processing of notices, irrespective of the language, as described in point 4.9.3.2 occur within six months."*

Q4.1 *From our analysis of the various forms we deduce that some notices must be "linked" together when they are published. (for example: pre-information notice → contract notice → corrigendum → contract award notice). Will the service provider have to create these links?*

A4.1 If the links are missing the contractor will have to create them but, usually, the information is provided by the contracting entities.

Q4.2 *If the answer to question Q4.1 above is yes, could you specify if a process or the generation of messages specific to this type of processing are foreseen?*

A4.2 There are no specific messages or processes for such cases, which have to be discussed with the Publications Office by e-mail.

Q5 *After reading the tender documents we are not able to understand exactly the "split" notion. Could you specify the rules triggering these messages? Could you also provide us with some representative examples?*

A5 A split notice is a notice which content has been split, for whatever reason, between several documents. Some parts may also be duplicated. Thus, the contractor will receive several RfPs containing various parts of the same document. In this case human intervention is required to "reassemble" the document.

Q6 *In the price schedule, tenderers are required indicate a duration for the processing of confidential notices (invoice codes 117 and 118).*

Q6.1 *We understand that these notices will be provided in XML format; could you clarify why a "Receipt/sorting of documents to be processed by language team" is needed?*

A6.1 Confidential notices (see answer A5.2 in Additional Information No 2 of 21/11/2011) can also be received on paper.

Q6.2 *Which specific element allows the identification of a confidential notice?*

A6.2 Please see answer A5.2 in Additional Information No 2 of 21/11/2011.

Q7 *So we can better evaluate the complexity of the tasks to carry out, could you send us a representative sample of the various in and out message types that will have to be exchanged between the service provider and the Publications Office?*

A7 Please refer to the examples given in Technical Annex TS12.a.

Q8 *On page 60 of the specifications, it is mentioned that a fraction of the incoming messages are to be considered as "spam" (calls for tender by private companies that may not be published in OJ S, advertisements, documents sent by error, etc.). The service provider must identify these documents and erase them. Could specify if these "spam" documents only concern notices received in PDF format, or if this detection work also applies to notices provided in XML format? Could you provide some examples of "spam" notices?*

A8 Spam can also be sent as XML. Spam documents range from the menu sent by the local restaurant to contract notices filled in by private companies. The more notice-like spam documents are the more difficult they are to identify. There is too much variation in the form of these notices to provide representative examples.

Q9.1 *On page 18 of Technical Annex TS12.a, we understand that the "Request for Preparation Refusal" (RfP_R) message has to be used to indicate that an RfP package (PDF or XML) has been sent to the wrong service provider. Concerning the processing of PDF notices, is it possible that the same package contains notices that will have to be processed by the Lot 1 service provider and, at the same time, notices that will have to be processed by the Lot 2 service provider.*

A9.1 No, a given package cannot possibly contain notices for both Lot 1 and Lot 2.

Q9.2 *If the answer is yes, could you specify how to deal with these cases? Does a dedicated message exist?*

A9.2 Not applicable.

Q10 *After reading Technical Annex TS12.a, we understand that when a PDF package received via an RfP message is not rejected using an RfP_R message, we must then send a "Package Information" (PI) message. Could you confirm that in this case, regardless of the content of the PDF (spam, notices...), we must at least provide a "RECEPTION_ID = {DELIVERY_ID}_001".*

A10 Yes, we confirm the requirement to provide at least this information.

Q11.1 According to the specifications of Technical Annex TS12.a, we understand that the "Not a Notice" (NaN) message may only be sent when the notice is identified by a "RECEPTION_ID".

In case a package containing only "spam" is received, we understand that the following workflow will apply:

- a. reception of the RfP for Package PDF DELIVERY_ID=YY-NNNNNN,*
 - b. sending of a PI message with a notice referenced RECEPTION_ID= YY-NNNNNN-001 alone,*
 - c. sending of an NaN message with RECEPTION_ID= YY-NNNNNN-001 and REASON='PU',*
 - d. in this case, no file is delivered to TED.*
- Is our understanding correct?*

A11.1 Yes, your understanding is correct.

Q11.2 *If the answer is no, could you clarify how such a case will have to be dealt with and which message will have to be used?*

A11.2 Not applicable.

Q12.1 *We understand that, in PDF packages, we may receive:*

- a. notices,*
- b. additional information,*
- c. spam,*
- d. information concerning notice cancellation or modification,*
- e. notice fragments.*

In the "Package Information" (PI) message we have to provide the list of notices contained in the PDF package.

What will we have to consider as being a notice? Have a spam mail included in a package also containing "correct" notices to be identified by a RECEPTION_ID (and be dealt with via a NaN message)?

A12.1 The contractor will have to identify all elements included in a package by a RECEPTION_ID as if they were notices and then continue with the appropriate actions. For packages containing only spam, please refer to answer A11.1 above.

Q12.2 *Should we simply ignore the spam elements?*

A12.2 Not applicable, see answer A12.1 above.

Q13 *Should we receive modification information concerning several notices in PDF packages, we understand that in the PI message we have to provide as many RECEPTION_IDs as there are notices concerned by the modification. Could you confirm that our understanding is correct?*

A13 We confirm that your understanding is correct.

Q14 *We intend to include subcontractors in our offer; the service of each of these subcontractors will represent less than 20%.
On page 34/93 of the specifications we read: "...the selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of the tenderer and the subcontractor as a whole..."
Is our understanding correct that only the tenderer has to fill annex 7 with all relevant information?*

A14 Please refer to answer A2 of Additional Information No 5 sent on 1/12/2011.

Q15 *Selection criteria, page 79/93, c) Questionnaire concerning tenderer's staff: 'Coordinators must be able to communicate efficiently at least in EN and FR with their hierarchy and the members of their teams'.
By 'hierarchy and members of their teams', we understand internal resources.
Is our assumption correct that coordinators can communicate in EN or FR, or in any other official language of the European Community?
If not, could you please clarify why the coordinators are requested to communicate in only English and French (as indicated by the "and")?*

A15 It's up to the contractor to manage its internal communication policy. Communication between the contractor and the Publications Office will have to be done, for the sake of practicality, in English or French. Language issues may never impair the execution of the contract and/or the communication between the contractor and the Publications Office. Tenderers will have to take this point into account in their offers. In the table "Profile requirements" of point C of Annex 7, in the Coordinator profile:

instead of

"and must be able communicate efficiently at least in EN and FR with their hierarchy and the members of their teams."

please read:

"and must be able communicate efficiently with their hierarchy and the members of their teams and fluently in EN and FR with the Publications Office."

Q16 *In annex TS08 we read, that in average 475 documents have to be processed in Lot 2 per month respective 23 per day.
In annex TS17 Indicative time coefficients: "2 minutes are indicated for coordination/ taking the monthly volume of 475 documents it results in 950 minutes or 15.8 hours/month or 0.75 hour/day for 23 coordinators.
In annex TS02.b we read, that in average 34,128 documents have to be processed in Lot 1 per month respective 1,625 per day.
In annex TS17 Indicative time coefficients: 2 minutes are indicated for coordination, taking the monthly volume of 34,128 documents it results in 68,256 minutes or 1,137.68 hours/month or 54.2 hours/day for 23 coordinators.*

Question: Can you please reconcile the difference between the hours needed and the resources requested?

A16 It is up to the tenderers to plan how they will coordinate their teams and in consequence how many coordinators they will dedicate to the execution of the contract (Tenderers will have to take this point into account in the document to provide in relation with award criterion 4 for both lots). Please note with reference to point 2.6.2.1 of the specifications, point c) of the table, that the profiles of half the proposed number of coordinators must be filled in using the table " Questionnaire concerning the tender's staff" of point c) of Annex 7.

Q17 *Validity of the offer.*

Contract notice 2011/S 211-343408	Point IV.3.7) : 9 months (from the date stated for receipt of tender)
Cover letter	Point 8 :6 months for the final date of submission

Could you clarify how long the offer should remain valid?

A17 In point 8. of the invitation letter:

instead of:

"Period of validity of the tender, during which the tenderer may not modify the terms of his tender in any respect is six (6) months from the final date for submission."

please read:

"Period of validity of the tender, during which the tenderer may not modify the terms of his tender in any respect is nine (9) months from the final date for submission."

Q18 *Approval of the Staff.*

Specifications - 2.6.2.2. Evaluation of the technical and professional capacity	It was written that staff would be approved by the Publications Office (which is directly linked to sending CVs with the tender proposal)
Additional information 1 - Q3/A3	It is now written that CVs do not need to be provided in the tender proposal.

What is the Publications Office process now for approving staff?

A18 Please refer to answer A3 of Additional information No 4 sent on 29/11/2011.

Q19 Subcontractor minimum turnover (1)

Section "3.3 Documents to submit – Subcontracting" of the specifications states the following:

"Where, in a bid, the value of the subcontracting which is to be executed by a subcontractor is equal to or exceeds 20% of the value of the contract, the subcontractor must provide the documents related to the economic and financial capacity as specified in point 2.6. Where those services represent less than 20%, the subcontractor does not have to provide the documents related to the economic and financial capacity. However, in case the tenderer relies on the capacities of subcontractors for fulfilling the selection criteria as indicated in the questionnaire for joint bids and subcontracting..."

And 2.6 states the following :

"The minimum financial and economic capacity level is the following:

- if the tenderer bids only for Lot 1 the minimum annual overall turnover carried out by the tenderer [...] must be at least EUR 8,300,000.00 (eight million three hundred thousand euros);*
- if the tenderer bids only for Lot 2 the minimum annual overall turnover carried out by the tenderer [...] must be at least EUR 16,700,000.00 (sixteen million seven hundred thousand euros);*
- if the tenderer bids for both Lots 1 and 2 the minimum annual overall turnover carried out by the tenderer [...] must be at least EUR 25,000,000.00 (twenty-five million euros)."*

Our question is the following: if the value of the subcontracting which is to be executed by a subcontractor for lot 1 and/or lot 2 is equal to or exceeds 20% of the value of the contract for that lot, is it required, as apparently induced by 2.6 that this subcontractor has a minimum annual turnover of at least:

- EUR 8,300,000 in case the subcontractor is involved in lot 1 only,*
- EUR 16,700,000.00 in case the subcontractor is involved in lot 1 only,*
- EUR 25,000,000.00 in case the subcontractor is involved both in lot 1 and lot 2?*

A19 No, your understanding is not correct.

The "subcontracting" paragraph of point 3.4.2 "selection criteria" of the specifications states that: "... if the criteria are to be achieved above a certain level, a consolidated assessment shall be made to the extent that the subcontractor puts its resources at the disposal of the tenderer for the performance of the contract."

Thus, provided that all relevant conditions and criteria are met, the assessment of the minimum financial and economic capacity level mentioned in point 2.6.1.2 of the specifications will be made on the base of the relevant consolidated turnovers of the entities part to the tender that have indicated their will to put their resources at the disposal of the tenderer, including the tenderer himself.

Q20 *Subcontractor minimum turnover (2).*

Does the minimum turnover rule for subcontractors corresponding to the question above also applies in case "...the tenderer relies on the capacities of subcontractors for fulfilling the selection criteria as indicated in the questionnaire for joint bids and subcontracting (Annex 4)..." ?

A20 Please note that the sentence that you quote:

- refers to subcontractors whose services represent less than 20% of the value of the contract and on whose capacities you (the tenderer) intend to rely in order to fulfil the selection criteria,
- requires that in this case the subcontractor must provide the documents related to the economic and financial capacity (see point 2.6 of the specifications).

For the assessment of the minimum turnover please refer to answer A19 above.

Q21 *Request for Retyping » described in Technical Annex TS12.d.*

We understand that this scenario is a possible evolution of the current system; however, the price schedule (ao_10352_price_schedule_en.xls) does not seem to have foreseen it. Will a new column and by consequence a new price be defined for this scenario?

A21 The scenarios specified in Technical Annex TS12.d are planned future extensions of the TED production environment. The price schedule may have to be adapted accordingly, in accordance with the relevant rules and regulations, when the extensions are introduced.

Q22 *Shall the translation memories built and used by the current contractor be transmitted to the next tenderer, as part of the current contract handover / next contract takeover?*

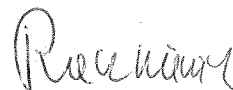
If yes, for which language pairs are these memories available? In which format shall these memories be transmitted?

A22 The current contractors are the sole owners of the translation memories, should they actually exist, that they may have built.

The future contractors of contract 10352 will have to build their own translations memories if they deem them necessary.

Regarding the information that will be available to them, please refer to answers A1.1. to A1.3 of Additional Information No 7 sent on 7/12/2011.

Yours faithfully,



Z. RACZKIEWICZ
Maria Manuela CRUZ
Head of Unit

Annex: copy of the corrigendum sent on 08/12/2011 to the OJ S.

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Remarque:

Avis rectification de l'avis **2011/S 211-343408** publié le 03.11.2011.

Au lieu de:

Section IV: Procédure

IV.3.4) Date limite de réception des offres ou des demandes de participation

22.12.2011

IV.3.8) Modalités d'ouverture des offres

Date: 4.1.2012 - 10:00

Lire:

IV.3.4) Date limite de réception des offres ou des demandes de participation

03.01.2012

IV.3.8) Modalités d'ouverture des offres

Date: 10.01.2012 - 10:00

Note importante:

Veuillez noter que l'Office des publications est fermé du 23.12.2011 au 02.01.2012 inclus.

Section VI: Renseignements complémentaires

Au point VI.3) la date du 15.12.2011 (16:00) reste inchangée.