



6 October 2014

Clarification No 4

Reference: Open call for tenders No EEA/COM/14/006

Title: *Translation of SOER 2015 Synthesis into several European languages*

Question 1

Could you please clarify if both clauses of the Draft Service Contract: ARTICLE II.16 – LIQUIDATED DAMAGES and ARTICLE I.11 – OTHER SPECIAL CONDITIONS apply? It is not clear if the sections are cumulative or perhaps the second is a subsection of the first.

Answer 1

Both contractual provisions are applicable independently the one from the other.

Article II.16 aims at reimbursing the Agency for any damage it may sustain as a result of the non-execution or poor execution by the contractor of one of his contractual obligations. As stated in the last paragraph of Article II.16, any sums payable under this article is in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform contractual obligations.

Article I.11 on the other hand is a provision whereby the contractor, if he fails to perform his contractual obligation, will have to pay to the Agency a sum of money which amount is fixed in advance independently of the damage caused.

Question 2

Could you please confirm if the documentation required from subcontractors must include original signatures or would a scan of the original be acceptable?

Answer 2

Please refer to [Clarification No. 3](#) Answer 1. Scanned versions will be accepted.

Question 3

In ANNEX 5 to the tender specifications 'PRICE QUOTATION,' tenderers are requested to insert one price at P1. Please can you confirm that this should be one price for translation of 35,000 words into all nine languages and therefore, the price may alter should the final word count total more (or less) than the 35,000 quoted in the tender specification document? This clarification also applies to the additional languages requested.

Answer 3

With reference to section 9 of the tender specifications, the price quoted must be fixed and not subject to revision. Under P1, tenderers are required to quote an all-inclusive (i.e. including all relevant costs and expenditures and covering all the tasks listed under section 6 of the tender specifications) fixed price in euro for the provision of translation service in the first nine compulsory languages, regardless of the word or page actual count. The price quoted may thus not be altered should the actual final word count exceed the estimated amount of 35.000 words stated in the tender specifications.

The same applies for the price quotations for additional languages (see section 10.3.2.2 of the tender specifications, prices P2 to P10).

Question 4

We would like to receive further information about the list of references from assignments thematically relevant to the contract. Does this mean that the tenderers have to supply a list of projects of translations from English into all nine compulsory languages (maybe even into some of the additional languages) in the environmental field? Or it would be enough to submit projects of translations from English into one (or some) of the nine languages?

Answer 4

The purpose of this selection criterion is to assess whether the tenderer has the required technical and professional capacity to provide the requested services and thus is capable to perform the contract. It is entirely up to the tenderers to determine what references are most relevant to demonstrate that they meet this selection criterion. In doing so, preference shall be given to references demonstrating the broadest language and the most thematically accurate coverage.

Question 5

Are you going to do a test-translation during the tender? If so, for what language combination and when are you planning it?

Answer 5

No test-translation is foreseen. Tenders will be evaluated solely on the basis of the Award criteria, as stated in Section 10.3 of Annex I – Tender specifications.

Question 6

Do you need signed CVs?

Answer 6

No.

Question 7

What do you mean by "statement of means of confidentiality" as mentioned in Section 4.3 – Subcontracting of Annex I – Tender specifications?

Do you mean a paragraph stating how we ensure confidentiality in case of cooperation with freelance translators?

Answer 7

With reference to section 4.3 of the tender specifications, tenderers who intends to assign the performance of part of the services to a subcontractor (including freelance translators in this context) shall elaborate on the means and measures they will apply to ensure that the subcontractor will respect the confidentiality of any information obtained during the implementation of the contract.

Question 8

According to point 8 of the Tender Specifications: "The estimated maximum budget available, including all tasks, is EUR 90,000 covering all services."

Question: Does this amount cover only the first nine compulsory languages, or all eighteen languages?

Answer 8

With reference to section 8 of the tender specifications (page 5-6 of 11) the estimated maximum budget of EUR 90,000 indicates the estimation of all services, i.e. the first nine compulsory services and the nine additional languages.

Question 9

According to Question 2 and Answer 2 in Clarification No. 1

'Proof of experience with translation of topics covered in the Synthesis'

Question: Do you mean that all three types of proofs have to be provided, or we might choose one of them?

Answer 9

The evidence of experience with translation of topics covered in the Synthesis may be provided by one or more of the means specified in answer 2 to question 2 in [Clarification No 1](#). The purpose of this selection criterion is to assess whether the tenderer has the required technical and professional capacity to provide the requested services and thus is capable to perform the contract.