

DIRECTORATE-GENERAL FOR THE PRESIDENCY

DIRECTORATE FOR THE PLENARY

Unit for Reception and Referral of Official Documents

SPECIFICATIONS

INVITATION TO TENDER

Open procedure

**Provision of editorial services for data input into and updating of the European
Parliament's Legislative Observatory database**

EP/DGPRES/SEA/SER/2020/022

INTRODUCTION

These specifications are an integral part of the documents drawn up for the invitation to tender for the contract referred to. The documents relating to the invitation to tender comprise:

- the contract notice;
- a letter of invitation to tender;
- conditions for submitting a tender;
- specifications and the annexes thereto;
- and the draft framework contract and the annexes thereto.

These specifications are supplemented by the following annexes, which are an integral part thereof:

- Annex 1: The European Parliament's environmental policy
- Annex 2: Price schedule
- Annex 3: Declaration on the tenderer's honour concerning the exclusion and the selection criteria
- Annex 4: Financial identification form - supplier
- Annex 5: Information sheet concerning groups of economic operators
- Annex 6: Declaration concerning subcontractors
- Annex 7: Financial data sheet
- Annex 8: Label to be affixed to the outer and inner envelopes when a tender is sent

PART I – GENERAL INFORMATION

1. SUBJECT OF THE CONTRACT

In accordance with the provisions of Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the European Union, the European Parliament has decided to issue this invitation to tender for the provision of the following editorial services for the Legislative Observatory database (OEIL):

1. Drafting and uploading of summaries in English and French based on source document(s);
2. Editorial support.

In connection with this invitation to tender, Contract Notice JO 2020/S 208-506576, le 26/10/2020 has been published in the Official Journal of the European Union S 208 on 26/10/2020.

2. DESCRIPTION, PURPOSE AND ESTIMATED VALUE OF THE CONTRACT

The purpose of this open competition is the signing of a framework contract. The framework contract shall be agreed with a single tenderer. The contractual parties are the European Parliament on one hand and the service provider on the other hand.

Tenders submitted by tenderers must fulfil the proposed assignment in its entirety.

The framework contract is foreseen for one year initially, that may be renewed a maximum of three times for the same period of time, giving a maximum of 4 years' duration in total. Performance of the contract shall not begin until the framework contract is signed. Any renewal of the contract shall take place in accordance with the terms laid down in the contract.

The framework contract shall be executed by means of order forms. The order forms will specify the conditions for the execution of the order.

This framework contract consists of a single lot.

The total approximate value of the framework contract is 700 000 EUR over 4 years.

3. TECHNICAL SPECIFICATIONS

The Legislative Observatory, OEIL, is a database created in 1994 as an instrument to monitor the EU's decision-making process, particularly focusing on the European Parliament's activities. This includes not only the Parliament's legislative powers, but also its budgetary power, its right of initiative, its power to approve nominations, its resolutions on current affairs, etc.

The European Parliament's Directorate-General for the Presidency is responsible for the operational management of the Legislative Observatory. The database is hosted on the European Parliament's Europarl site: <https://oeil.secure.europarl.europa.eu>. The site attracts over 33 000 unique visitors per month (2020 data).

The main product of the Legislative Observatory is its bilingual (English and French) procedure files. Each procedure file brings together regularly updated data on main stakeholders, key events and documents (with references and links). There are also forecasts for future stages. The procedure files contain **summaries** of the main documents and events. These summaries, the drafting and uploading of which is the main object of this tender procedure, help users to better understand the steps of the procedure overall, and at all stages.

3.1 Role of summaries

The summaries enable the monitoring of the different stages of the legislative and non-legislative inter-institutional procedures, budgetary procedures and European Parliament's own procedures, from the initial proposal to the final legislative act, or from the non-legislative initial document to the text adopted by Parliament.

The service provider is responsible for drafting summaries and uploading them electronically. The service provider must therefore have an in-depth knowledge of the European Union's decision-making process, allowing the production of well-contextualised, factual and politically neutral summaries, providing added value to the Legislative Observatory's procedure files.

The exact number of summaries required for data input into the database is difficult to estimate precisely. The number of documents and events appearing in the Legislative Observatory's procedure files may vary year on year depending on the complexity of the decision-making process, the political and institutional context, the non-legislative activities of the European Parliament (e.g. adoption of resolutions pertaining to urgent or current matters) and other parameters.

It is estimated that around 1 200 summaries shall be produced annually in each language. These estimated volumes are purely indicative and do not constitute a commitment of any sort on the European Parliament's part.

3.2 Drafting of summaries

The summaries shall be drafted using a word processing programme and shall adhere to the presentation, structure, style and general guidelines that shall be specified to the service provider by the European Parliament department responsible. The source document may be available only in one language, usually English. Consequently, the service provider should be able to draft a summary relying on one language version only.

Each summary must be delivered in both English and French, either as two originals, with close coordination between the two writers, or as one original (in either language) plus a translation into the other language (where, for example, the source document is available in one language only). At all events, both language versions must be uploaded within 24 hours of each other.

The length of the summaries depends on the nature and complexity of the source document, and the role of the summary in the procedure file. The length of the requested summary shall be set by the service provider. The responsible department of Parliament reserves the right to provide guidance on the appropriate length of the summaries at the planned editorial meetings (see 3.8, Editorial support), and if necessary, request that the service provider delivers a corrected version of the summaries.

As a guide, most summaries are expected to be up to 2 000 characters printed un-spaced or no more than 30 lines of word-processed text in Times New Roman 12 (unless there are exceptional cases of particularly complex source texts, as for example a multi-part legislative proposal or legislative resolutions adopted in committee or plenary comprising significant amendments).

Here is an indicative list of sources and types of source documents for the summaries:

- European Commission: initial proposals (including those presented jointly with the High Representative of the European Union for Foreign Affairs and Security Policy)
- European Council: decisions, other documents

- Council of the European Union: positions
- European Parliament: reports, opinions, resolutions, budgetary documents and other sources relating to parliamentary activities
- Other European Union institutions and bodies: legislative proposals planned for in the Treaties

The European Parliament has no obligation to provide the source documents.

3.3 Quality of summaries

The service provider shall ensure the quality of the delivered texts in terms of content and form, as well as the linguistic quality of the delivered texts in both languages, irrespective of the linguistic quality of the source document. The quality, content and form of the two language versions must be guaranteed to be equal. The research required for the drafting of the texts is a responsibility of the service provider.

Summaries should be well contextualised, analytical, politically neutral and concise, and not a mere reproduction of the source document.

The service provider must ensure that the summaries uploaded to the Legislative Observatory site are meticulously checked in order to spot any error in content or form. If required, the service provider shall rectify the errors found on his own initiative and shall resubmit the corrected version of the texts.

The European Parliament department responsible reserves the right to check the quality of the text provided, in particular, presentation, length, content and linguistic quality of the summaries, and request that the service provider make corrections should any errors or anomalies be found.

3.4 Uploading of summaries

The summaries are drafted and then uploaded electronically. The summaries shall be saved and delivered in XHTML format adhering to the current rules for publication of content on European Parliament's website (Europarl) and especially the WAI's AA standard (for further details see <http://www.europarl.europa.eu/portal/fr/accessibility>). Delivery must be done by uploading the summaries using an external access and applying a specific format for reference data (i.e. metadata), that will be provided to the contractor for that purpose.

The responsible department of the European Parliament reserves the right to change the methodology for saving and uploading texts into the database following any technical developments.

As mentioned above (see 3.2) both language versions of the summaries must be uploaded within 24 hours of each other.

If the texts delivered are not visible in the procedure files after they have been electronically uploaded, the service provider must inform the responsible department of the European Parliament. The latter reserves the right to request that the service provider re-uploads or re-submits the texts if technical problems occur.

3.5 Deadlines for delivery of summaries

The service provider must meet the deadlines and comply with the prioritisation set by the responsible department of the European Parliament. The responsible department of Parliament reserves the right to change them as required.

Two types of deadlines are foreseen for the delivery of the summaries:

a) Standard deadline

All deadlines set **from the fourth working day or later following the electronic dispatch of the order** are considered standard. The exact deadline date shall be set by the department of the European Parliament responsible and shall be stated on the order form. As a guide, summaries of initial proposals, parliamentary committee reports etc. shall be subject to standard delivery deadlines, except in exceptional circumstances.

b) Urgent deadline

Urgent orders are to be delivered **within 1 to 3 working days following the electronic dispatch of the order**, according to the instructions of the department of the European Parliament responsible. As an example, parliamentary committee reports made available few days prior to the plenary session may be the subject of an urgent order. The responsible department of the European Parliament reserves the right to issue urgent orders for summaries of all types in order to ensure that the Legislative Observatory is adequately updated.

To ensure that the procedure files are updated in a timely manner, the service provider must deliver the ordered texts as they are produced, without waiting until the deadline. The responsible department of the European Parliament reserves the right to provide guidance regarding the prioritisation of delivery of certain types of summaries in one order.

As a guide, summaries of texts adopted in European Parliament plenary sessions in Strasbourg or Brussels must be given priority and delivered as the texts become available, within 5 working days following the Thursday of the session.

3.6 Transmission of orders for summaries

One detailed email per summary shall be sent to the service provider once a summary is required. This email will state the references of the procedure file and the relevant source documents, the languages in which it is to be drafted and the deadline for delivery. The template to use for uploading the summary shall be attached.

The emails will be sent to the service provider during the European Parliament's office hours, for both normal and urgent deadlines.

The original order form listing the summaries ordered shall be sent to the service provider by post.

3.7 Contact between the contractual parties

In order to ensure effective performance of the contract, the service provider shall have regular contact with the responsible department of the European Parliament in Brussels as part of the scheduling of the work. The personnel of the service provider assigned to coordination duties with the responsible department of the European Parliament must have an excellent knowledge of English and French. To ensure that these duties are correctly performed, the service provider shall be available during the European Parliament's office hours:

- Monday to Thursday: between 08:30 and 17:45

- Friday: between 08:30 and 13:30, except Fridays preceding the Strasbourg plenary session (those days office hours are the same as those from Monday to Thursday). The official calendar of sessions may be consulted on the European Parliament's website:

<http://www.europarl.europa.eu/plenary/fr/meetings-search.html>.

The list of public holidays and the European Parliament's office closing days in 2021 is the following:

1 to 2 January	New Year
2 to 5 April	Easter
1 May	Labour Day
9 May	Anniversary of Schuman Declaration
13 May	Ascension Day
24 May	Whit Monday
21 July	National day in Belgium
15 August	Assumption
1 to 2 November	All Saints' Day
25 December to 2 January 2022	Christmas and New Year

3.8 Editorial support

This section of the contract accounts for a fixed commitment of maximum 1 day per month.

The tasks falling under the definition of the editorial support include: a) editorial tasks, such as revision of texts published on the website, and b) the so-called editorial meetings, i.e. meetings between the service provider and representative(s) of the responsible department of the European Parliament.

The **editorial tasks** mainly consist of revision of texts. Such tasks are occasional, rarely urgent and require limited time and resources.

As for the **editorial meetings**, they fulfil the obligation of the service provider to maintain a close relationship and regular contact with the responsible department of the European Parliament (specified above 3.7). The working languages for these meetings will be English and/or French. The service provider's representative(s) attending the editorial meetings at the European Parliament in Brussels should ensure the possibility to communicate in both languages. The meeting dates shall be decided jointly by the two contractual parties: the responsible department of the European Parliament and the service provider. In principle, such meetings are not frequent (there are on average no more than two meetings organised per year).

3.9 Travelling and accommodation costs

Travelling and accommodation costs for the abovementioned meetings shall be refunded by the European Parliament as follows:

The refund of travel expenses covers the distance from the service provider's offices to the offices of the European Parliament in Brussels.

(a) If they travel by train or air, the representative(s) of the service provider shall be entitled to reimbursement of travel expenses actually incurred, up to a maximum, as appropriate, of the first-class train fare or the flexible economy-class air fare, on the basis of the shortest route between the railway station or airport of departure and the venue for the meeting, and on presentation of the original air or train tickets including the boarding cards, if applicable.

(b) The representative(s) of the service provider using their private cars shall be entitled, on presentation of a written word of honour, to flat-rate reimbursement of their expenses corresponding to the first-class train fare calculated on the basis of the shortest route between their place of residence and the venue for the meeting.

The daily allowance for the representative(s) of the service provider invited by Parliament is equal to 200 EUR if the representative(s) of the service provider has been required to spend

the night at the meeting venue and on presentation of the original hotel bill. If not, the "per diem" allowance is 75 EUR.

The travelling and accommodation costs are only applicable if the service provider is based outside Belgium.

4. PARTICIPATION IN THE TENDER PROCEDURE

Participation in this invitation-to-tender procedure is open on the same terms to all natural or legal persons and public entities in a European Union Member State and to all natural and legal persons and public entities of a third country which has concluded a specific public-procurement agreement with the European Union giving them access to the contract which is the subject of this invitation to tender and on the terms laid down by that agreement.

In order to ascertain the eligibility of tenderers, they must indicate in their tenders the country in which they have their registered office or in which they are domiciled. They must also submit the evidence required under their national law or other, equivalent proof enabling the European Parliament to check where they come from.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement¹ on 1 February 2020 and in particular Article 127(6) and Articles 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this call.

5. GROUPS OF ECONOMIC OPERATORS

If the tender is submitted by a group of economic operators, Annex 5 must be completed and included with it.

Groups of economic operators may submit a tender. The European Parliament reserves the right to require the group selected to have a given legal form if this is necessary for the proper performance of the contract. This requirement may be communicated by the European Parliament at any time during the contract award procedure, but at all events before the contract is signed.

The group of economic operators shall provide proof of its legal form by the time the contract - if awarded to it - is signed. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary partnership);
- the signature by all the partners of a type of 'power of attorney' or equivalent document confirming a form of cooperation.

The group's actual status shall be established by any document or agreement signed by the members of the group, which shall be appended to the tender.

Those documents or agreements may exceptionally be modified and/or submitted after the time limit for submission of a tender, but under no circumstances after the outcome of the

¹ Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community

invitation to tender has been communicated to the tenderers concerned. The European Parliament reserves the right to reject a tender if the terms of agreements between the members of a group are modified during the procedure, if those terms make no provision for the joint and several liability of the group's members or if no agreement with legal force has been submitted with the tender.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties' joint and several liability and are compatible with performance of the contract. At all events, it should be noted that, in the contract to be signed with the group, the European Parliament will refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, inter alia, to issue invoices on behalf of the other members.

Tenders from groups of economic operators must specify the role, qualifications and experience of each of the members of the group. The tender shall be submitted jointly by the economic operators, who shall also assume joint and several liability for the tender submission.

In the case of a group of economic operators, each member shall furnish proof of right of access to the contract (eligibility), as well as proof concerning compliance with the exclusion and selection criteria. With regard to the selection criteria, the European Parliament may rely on the capacity of the other members of the group in order to establish whether the tenderer will have the resources needed to perform the contract. In this case an undertaking shall be required from those members stating that they will make available to the other members the resources needed to perform the contract.

6. COUNTRY OF THE TENDERER

The tenderers must indicate in which country are they established and to present the supporting evidence normally acceptable under the law of that country.

7. SUBCONTRACTING

Subcontracting is permitted.

If the tenderer uses subcontractors, Annex 6 must be completed and included with the tender.

The tender shall give details, as far as possible, of that part of the contract which the tenderer proposes to subcontract and the identity of the subcontractors. During the contract award procedure or performance of the contract the European Parliament will require tenderers to supply information about the financial, economic, technical and professional capacity of the proposed subcontractor(s). Likewise, the European Parliament will demand the requisite proof to establish whether the subcontractors comply with the requisite exclusion criteria. Tenderers are hereby informed that proposed subcontractors may not be in one of the situations described in Articles 136 to 141 of the Financial Regulation, which entail exclusion from participation in a contract issued by the European Union.

The European Parliament shall verify whether the envisaged subcontractors, when subcontracting represents a significant part of the contract, fulfil the relevant selection criteria.

The European Parliament is entitled to reject any subcontractor who does not comply with the exclusion and/or selection criteria (see points 13. and 14. respectively).

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The authorising officer responsible reserves the right to accept or reject the proposed subcontractor. In order to do so he may demand the requisite proof to establish whether the subcontractor(s) complies/comply with the requisite criteria. The European Parliament's authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in his tender, this equates to giving consent for the subcontracting.

8. VARIANTS

Variants are not permitted.

9. PRICES

Prices shall be revised in accordance with the terms set out in the contract.

Pursuant to Article 3 of the Protocol on the privileges and immunities of the European Union, the price quotation shall be submitted excluding VAT and other equivalent indirect taxes.

Tenderers are requested to complete the Price schedule in Annex 2 of the invitation to tender and enclose it with the tender, of which it shall be an integral part.

This schedule provides **unit prices** and a **fixed monthly price**. The unit price is a price in euros per item delivered in both languages (English and French) irrespective of the length of the item delivered. The fixed monthly price is the all-inclusive price of the editorial support expressed in euros, even for countries that are not part of the euro area. For tenderers in those countries, the amount of the tender may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and accept the risks or the benefits deriving from any variation.

10. FINANCIAL GUARANTEES (not applicable)

11. ENVIRONMENTAL ASPECTS

The European Parliament's environmental policy

Tenderers shall undertake to comply with the environmental legislation in force in the field of the contract, should it be awarded to them. It should be noted in this connection that the European Parliament applies the EMAS environmental management system in accordance with Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009. Information about EMAS is provided by the authorising department in Annex 1 to these specifications. The successful tenderer will be required to ensure that the information provided by the European Parliament on the EMAS programme in general, and more specifically on the implementation of environmental measures in practice, is known by all his staff working for the European Parliament. At the European Parliament's request the successful tenderer may be required to certify that anyone assigned to work under the contract has received the appropriate professional training required (technical, safety and environmental training) concerning compliance with safety rules and correct handling of the equipment and products to be used, including action to be taken in the event of incorrect handling or any other incidents.

12. POLICY ON THE PROMOTION OF EQUAL OPPORTUNITIES

Tenderers shall undertake to observe a policy on the promotion of equality and diversity in the performance of the contract, should it be awarded to them, by applying the principles of non-discrimination and equality set out in the Community Treaties in full and in their entirety. More particularly, the tenderer awarded the contract shall undertake to establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, based on three main elements:

- equality between men and women;
- employment and integration of disabled persons;

- the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

PART II – EXCLUSION, SELECTION AND AWARD CRITERIA

13. EXCLUSION CRITERIA

The full texts of Articles 136 to 141 FR on exclusion criteria and their application are available in the Official Journal of the European Union, N° L-193 published on 30 July 2018, pages 1-222.

Article 136 of the Financial Regulation (extracts): only paragraphs 1, 4, 6 and 7 are reproduced hereafter.

1. The authorising officer responsible shall exclude a person or entity referred to in Article 135 (2) from participating in award procedures governed by this Regulation or from being selected for implementing Union funds where that person or entity is in one or more of the following exclusion situations:

a) the person or entity is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;

b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

c) it has been established by a final judgment or a final administrative decision that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;

ii) entering into agreement with other person or entities with the aim of distorting competition;

iii) violating intellectual property rights;

iv) attempting to influence the decision-making of the authorising officer responsible during the award procedure;

v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;

d) it has been established by a final judgment that the person or entity is guilty of any of the following:

i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;

ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving

officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;

iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;

iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;

v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;

vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;

e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget, which has

(i) led to the early termination of a legal commitment;

(ii) led to the application of liquidated damages or other contractual penalties, or

(iii) been discovered by an authorising officer, OLAF or the Court of Auditors following checks, audits or investigations;

f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;

g) it has been established by a final judgement or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;

h) it has been established by a final judgement or final administrative decision that an entity has been created with the intent referred to in point (g).

(.....)

4. The authorising officer responsible shall exclude a person or entity referred to in Article 135(2), where:

(a) a natural or legal person who is a member of the administrative, management or supervisory body of the person or entity referred to in Article 135(2), or who has powers of representation, decision or control with regard to that person or entity, is in one or more of the situations referred to in points (c) to (h) of paragraph 1 of this Article.

(b) a natural or legal person that assumes unlimited liability for the debts of the person or entity referred to in Article 135(2) is in one or more of the situations referred to in point (a) or (b) of paragraph 1 of this Article.

(.....)

6. The authorising officer responsible, having regard, where applicable, to the recommendation of the panel referred to in Article 143, shall not exclude an person or entity referred to in Article

135(2) from participating in an award procedure or from being selected for implementing Union funds where:

- a) the person or entity has taken remedial measures as specified in paragraph 7 of this Article, to an extent that is sufficient to demonstrate its reliability. This point shall not apply in the case referred to in point (d) of paragraph 1 of this Article;
- b) it is indispensable to ensure the continuity of service, for a limited duration and pending the adoption of remedial measures specified in paragraph 7 of this Article ;
- c) such an exclusion would be disproportionate on the basis of the criteria referred to in paragraph 3 of this Article.

In addition, point (a) of paragraph 1 of this Article shall not apply in the case of the purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities or the liquidators in an insolvency procedure, an arrangement with creditors, or a similar procedure under Union or national law.

In the cases of non-exclusion referred to in the first and second subparagraphs of this paragraph, the authorising officer responsible shall specify the reasons for not excluding the person or entity referred to in Article 135(2) and inform the panel referred to in Article 143 of those reasons.

7. The remedial measures referred to in point (a) of the first subparagraph of paragraph 6, shall include, in particular:

- a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business or activity area of the person or entity referred to in Article 135(2), appropriate to correct the conduct and prevent its further occurrence;
- b) proof that the person or entity referred to in Article 135(2) has undertaken measures to compensate or redress the damage or harm caused to the financial interests of the Union by the underlying facts giving rise to the exclusion situation;
- c) proof that the person or entity referred to in Article 135(2) has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions referred to in point (b) of paragraph 1 of this Article.

The candidate/tenderer is invited to complete the Annex 3 where the exclusion criteria are mentioned.

Article 141 of the Financial Regulation (extracts): only paragraph 1 of Article 141 has been reproduced.

Rejection from an award procedure

The authorising officer responsible shall reject from an award procedure a participant who:

- (a) is in an exclusion situation established in accordance with Article 136;
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (c) was previously involved in the preparation of documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition, that cannot be remedied otherwise.

The authorising officer responsible shall communicate to the other participants in the award procedure the relevant information exchanged in the context of or resulting from the involvement of the participant in the preparation of the award procedure as referred to in point (c) of the first subparagraph. Prior to any such rejection the participant shall be given the opportunity to prove that its involvement in preparing the award procedure does not breach the principle of equality of treatment.

Evaluation of the exclusion criteria

1. All tenderers must submit the declaration on the tenderer's honour, duly dated and signed, which is set out in Annex 3.
2. In the case of a consortium of economic operators, the declaration on honour shall be provided by all the members of the consortium.
3. The tenderer to whom the contract is to be awarded will be required, within 14 calendar days of the date of notification of the provisional award of the contract and before the contract is signed, to supply the following documentary evidence:
 - (a) appropriate evidence that it is not in one of the exclusion situations referred to in Article 136(1);
 - (b) information on natural or legal persons that are members of the administrative, management or supervisory body of the participant or that have powers of representation, decision or control with regard to that participant, including persons and entities within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in points (c) to (f) of Article 136(1).
 - (c) appropriate evidence that natural or legal persons that assume unlimited liability for the debts of that participant are not in an exclusion situation referred to in point (a) or (b) of Article 136(1).
4. The tenderer to whom the contract is to be awarded shall be exempt from the requirement to submit the documentary evidence referred to in paragraph 2 in case of international organisations acting as tenderer, if the contracting authority can access documentary evidence on a national database free of charge or if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and they are still valid. In such cases, the tenderer shall attest on his honour that the supporting documents have already been provided in a previous procurement procedure, which he shall identify, and that no changes in its situation have occurred.

14. SELECTION CRITERIA

The European Parliament shall require up-to-date supporting documents to all tenderers.

14.1. Legal and regulatory capacity

The tenderer is required to fulfil at least one of the following conditions:

- (a) be enrolled in a relevant professional or trade register, except for international organisations;
- (b) for service contracts, hold a particular authorisation proving that it is authorised to perform the contract in its country of establishment or be a member of a specific professional organisation.

In the case of groups of economic operators, each member will furnish proof of authorisation to perform the contract.

14.2. Financial and economic capacity

Tenderers shall have sufficient economic and financial resources to enable them to perform the contract in compliance with the contractual provisions, given the value and scope thereof. If, on the basis of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's financial resources, or if these are insufficient for performance of the contract, the tender may be rejected without the tenderer being entitled to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender, the European Parliament furthermore requires tenderers to have a minimum financial and economic capacity, which will be assessed on the basis of the following information:

- minimum turnover of 150 000 EUR.

Financial and economic capacity will be assessed on the basis of the information included in the following documents, to be supplied by tenderers²:

- appropriate statements from banks or, where appropriate, evidence of professional risk indemnity insurance;
- financial statements (balance sheets, profit and loss accounts and any other related financial information) or their extracts for a period equal or less than the last three years for which accounts have been closed;
- a statement of overall turnover and turnover in the area covered by the contract during a period which may be no more than the last three financial years available.

If the tenderer is unable to provide the references requested, he may prove his economic and financial capacity by any other document which the European Parliament considers appropriate.

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between him and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing an assurance of the undertaking by those entities to make them available to him. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's financial capacity. Parliament may require the tenderer and those other entities to be jointly liable for performance of the contract.

On the same basis, a consortium of economic operators may rely on the capacity of members of the group or of other entities.

Tenderers may also rely on the economic capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

14.3. Technical and professional capacity

Tenderers must have sufficient technical and professional capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and

² However, the European Parliament may require other, more comprehensive documents if it considers them necessary for a satisfactory assessment of economic and financial capacity.

scale. If, in the light of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's technical and professional capacity, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender the European Parliament requires tenderers to have the following technical and professional capacity:

- a. a team of expert writers capable of producing high-quality texts in English (EN) and French (FR). The team shall be organised as follows:
 - i. either a minimum of 6 writers using their mother tongue (that is, at least 3 people for each of the two languages), each with sufficient linguistic knowledge to enable him/her to produce summaries in his/her mother tongue from documents only existing in the other language, or
 - ii. a minimum of 3 writers using their mother tongue (EN or FR) and qualified translators that carry out the translation of the summaries into the other language, which must always be the translator's mother tongue;
- b. in the team of experts at a minimum the project leader must have 5 years' proven experience in the field covered by the invitation to tender, including web publishing. The other writers shall have at least three years' experience in services similar to those required by the contract concerned;
- c. the translators shall have three years proven experience in the field of translation;
- d. research skills to provide the necessary services for editorial support (see point 3.8);
- e. at least one person to provide administrative coordination (scheduling and receipt of the orders, contact with the responsible department of the European Parliament). This position is not incompatible with the position mentioned under point b (project leader).

It is added that studies, training and experience in the fields of activity of the European Union would be an advantage.

Depending on the nature, quantity or scale and purpose of the supplies, services or works to be provided, the technical and professional capacity of economic operators will be substantiated by one or more of the following documents:

- a. the CVs of each of the team of writers stating their professional experience (with precise references) as well as their higher education details, in the required mother tongue, for at least 3 years after the end of their secondary education (or equivalent), demonstrating studies and training in law or political science and/or economics or in communication or information science. Include separate pages for each writer;
- b. if applicable, the CVs of each of the team of translators stating their professional experience (with precise references) as well as their higher education details, in the required mother tongue, for at least 3 years after the end of their secondary education (or equivalent), demonstrating translation studies and training. Include separate pages for each translator;
- c. a few indicative examples of texts published in the previous 3 years in the field of services similar to those required by the contract concerned;
- d. a list of the principal services in the field of this tender delivered in the past three years, with the amounts, dates and recipients, public or private;
- e. a description of the technical equipment used to perform the contract; specify the version of the software packages;
- f. a description of the research methods of the company;

- g. a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years.

Taking into account the nature and value of the contract, the European Parliament will require the following minimum capacity:

- a. mother tongue as language used for writing (English or French);
- b. excellent knowledge of the second language (English and French), enabling the writer to work in his/her mother tongue from a document available only in the other language;
- c. translators working into their mother tongue to translate the summaries to the other language if the team of writers is limited to 3 people;
- d. excellent writing and summarising skills, enabling the users of the Legislative Observatory to easily understand and follow the important stages of the inter-institutional legislative and budgetary process, the activities of the European Parliament in general and the current files;
- e. perfect competence in using the IT tools required for proper presentation of texts and uploading them to the database;
- f. version of the word processing software if intermediary formats are produced: ODF (ISO/IEC 26300:2006) or DOCX (Microsoft Word version 2010/2013) formats

The tenderer or candidate may also rely on the capacity of other entities, irrespective of the legal nature of the links between himself and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing a commitment by those entities to that effect. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's professional and/or technical capacity.

On the same basis, a consortium of economic operators may rely on the capacity of members of the group or of other entities.

At all events, tenderers may always rely on the technical and professional capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

If it establishes that a tenderer faces a conflict of interest which could affect the performance of the contract, the European Parliament may conclude that the tenderer is not of the calibre required to perform the contract.

15. MANDATORY WRITING TESTS

In order to evaluate the tenderers' skills, they must complete the following writing tests:

- a. Submit a summary in English and French of the document [P8_TA\(2018\)0429](#) - European Parliament resolution of 25 October 2018 on animal welfare, antimicrobial use and the environmental impact of industrial broiler farming - procedure file: [2018/2858\(RSP\)](#)
- b. Submit a summary in English and French of the document [EMPL_PR\(2020\)654061](#) - Draft report with recommendations to the Commission on the right to disconnect - procedure file: [2019/2181\(INL\)](#)
- c. Submit a summary in English and French based on a recent (not older than one year) document of the tenderers' choice, relevant to the European Parliament's activity. The

document type should be one of those indicated under the part 3.2 of the specifications. The summary shall be accompanied by the source document in English or French.

In each case, the length of the texts shall be decided by the tenderer. It should be noted that formatting is to be kept relatively simple, i.e. no tables or columns in the texts. On the contrary, hyperlinks are allowed.

These tests are intended to evaluate:

- the tenderers' knowledge of the European Union's decision-making process and current topics;
- their summarising and judgement skills;
- the quality of their writing from a linguistic and stylistic point of view.

These are the qualitative awarding criteria 1, 2 and 3 (see point 16).

16. AWARD CRITERIA

The contract will be awarded to the tender offering the best price-quality ratio.

To determine the tender offering the best price quality/ratio, tenders will be evaluated on the basis of the following criteria:

I. Qualitative Criteria

1. Extent of understanding of legislative and parliamentary procedures (max. 20 points);
2. Quality of summary writing (content reliability and relevance) (max. 20 points);
3. Drafting and layout ability (max. 35 points);
4. Understanding of the objectives of the contract (max. 10 points);
5. Organisation and methodology proposed for the execution of the contract (max. 15 points).

Qualitative criteria 1, 2 and 3 shall be evaluated by means of the results of the mandatory writing tests required under point 10 of the present document.

Qualitative criteria 4 and 5 shall be evaluated from the overall technical tender.

A minimum quality threshold is set for each one of the qualitative criteria. If the score for one of the criteria is below the respective threshold, the tender will not be considered for the calculation of price criteria or the award of the contract. Here is a table showing the maximum points for each qualitative criterion and the minimum threshold that should be reached for each one of them.

Qualitative criterion	Maximum points	Minimum points - threshold
Criterion 1	20	10
Criterion 2	20	10
Criterion 3	35	18
Criterion 4	10	5
Criterion 5	15	8
Total	100	51

To be selected for the next price evaluation stage, tenderers will be required to obtain the minimum threshold for each criterion separately and at least 51 points for all criteria combined.

II. Price criterion

The total price shall equal the amount obtained when combining the prices of the Price schedule (Annex 2 to the specifications) and the following quantities:

Total price = (A1 x 960) + (A2 x 240) + (B x 12)

A1: Price of summary with standard deadline

A2: Price of summary with urgent deadline

B: Monthly fixed price of Editorial support

In order to enable the evaluation of the unit prices and the fixed price, the given quantities are purely hypothetical and do not constitute a commitment of any sort on the European Parliament's part.

III. Final Evaluation

The total price will be divided by the total number of points obtained during the evaluation of the qualitative criteria. **The tender which obtains the lowest quotient will be ranked first.**