



INSTRUCTIONS FOR SECONDARY CONTRACTORS

(Call for tenders EP-TRAD/LUX/2024/OP/0001)



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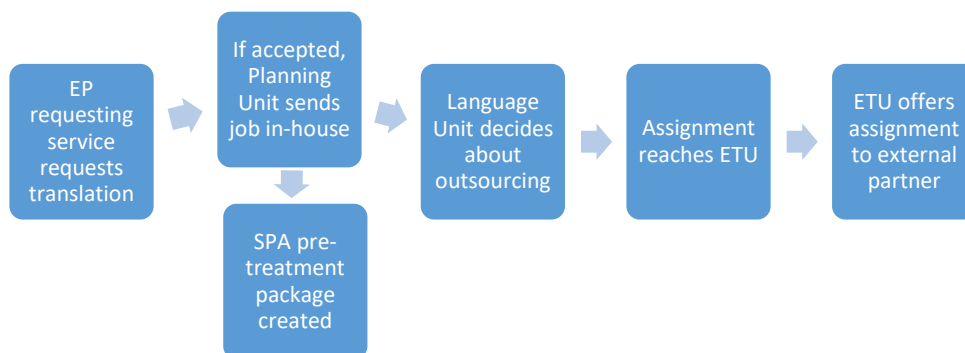
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1. Introduction

These instructions are relevant for the Secondary Contractors under Call for tenders EP-TRAD/LUX/2024/OP/0001 (known also as ‘T8’).

The workflow within the European Parliament before an assignment reaches you is the following:



The workflow of the assignment process depends on what type of contract you have.

In order to assist you with the management of your workload, we will endeavour to continue putting at your disposal the “Translation forecasts”, which outline the upcoming requests for translation by the EP requesting services. These forecasts are however not binding and no relief from your contractual obligations can be inferred from their content.

2. Assignment under the Secondary Contract

The EP offers and places assignments via the Iris application (see Iris User Guide).

In accordance with the section ‘Placement of assignments with Secondary Contractors’ of the Specifications (point 2.2), when an assignment is offered to you, you have **2 working hours** to accept it. As soon as you click ‘accept’, it will be assigned to you.

At the time of assignment, a purchase order will be created and made available through the Iris application (see Annex 1 below). You have an obligation to accept any work offered to you, unless you have reached the minimum capacity as defined in the same section of the Specifications of the contract. If you wish to refuse an assignment, you must click ‘reject’ and follow further steps described in Section 3 below.

For any questions or problems before acceptance or refusal, please contact the functional mailbox corresponding to the assignment.

For each assignment, a deadline for delivery via the Iris portal will be specified in the purchase order.



You will also be provided with the page count for each assignment. The page count is explained in point 2.16 - Technical specifications - Page count rules of the Specifications to the contract.

3. Refusal to take an assignment as Secondary Contractor

If you have reached the minimum translation capacity stated in the Specifications, you may refuse to take further assignments, by sending us an email or by clicking on the 'reject' button in the Iris application.

Once you do that, it will be considered as a refusal that triggers the process of deactivating the relevant contract and putting outsourcing temporarily on hold either for the relevant source language only, or for all source languages together, until the workload ceases to exceed the minimum capacity per working day.

When you refuse a job, you must state it in the comments field of the Iris application e.g. exceeding the minimum capacity for a relevant language combination, and provide us by e-mail to the address dgtrad.etucontractsexecution@europarl.europa.eu the total number of pages pending per working day for all institutions for five consecutive working days. The five working days are counted **from the day of refusal** as a rolling daily average of all assigned, but not yet delivered, purchase orders from all Authorising Authorities.

Cancelled assignments will not be used for the calculation of your average. That means if an assignment is cancelled during the period when the contract is deactivated, it will not influence the status.

Example:

If you refuse an assignment on 20/01/2025, you need to meet the requirements for exceeding the minimum capacity for the specific language combination for one of the following 5-day periods (only working days are taken into account):

14, 15, 16, 17, **20**/01
15, 16, 17, **20**, 21/01
16, 17, **20**, 21, 22/01
17, **20**, 21, 22, 23/01
20, 21, 22, 23, 24/01

Meeting the minimum capacity requirement for any one of the above periods of five working days is sufficient to justify the refusal.

As soon as you refuse an assignment, outsourcing will be put on hold, your contract will be temporarily deactivated in Iris and the European Parliament will inform the other participating institutions.

The European Parliament will then start the verification process of the language or languages in question.



Depending on the results of the verification, the European Parliament will:

- in the case of justified refusal, keep your contract on hold and assign translations to other secondary contractors. We will re-activate your contract on the day when the average number of pages per working day for the language combination for which you refused the assignment goes below the minimum contractual capacity;
- in the case of unjustified refusal, apply the contractual sanction of 500 EUR per rejected assignment.

In case of multilingual documents, if you refuse such an assignment, please follow the instructions above, and specify which language combination is the reason for the refusal and provide the overview of the total number of pages per working day for five consecutive working days.

If your contract is put on hold following a refusal, you will be notified when the contract is re-activated.

4. Meeting deadlines for uploading translated assignments

Deadlines for delivery in the EP are usually tight and the EP being a political institution any delays in uploading translated assignments may lead to political consequences. Therefore, it is imperative that you observe the deadlines given to you in the purchase order. The minimum deadlines outlined in the Specifications (point 2.3) apply.

The deadline you must respect is the one communicated to you upon assignment, as stated in Iris. This deadline is suggested to the External Translation Unit (ETU) by the language unit of the target language, based upon its final deadline for book-out to the internal client. However, the contractor's deadline is ultimately defined by the ETU.

The time gap between the contractor's deadline and the internal deadline is due to the need for the language units to process incoming translations, perform technical steps, carry out quality checks and, in certain cases, consequential quality control and book-out in the internal system of the EP in order for the final translation to reach the internal client on time.

According to the Contract and the Specifications, that form part thereto, the Contractor must report possible delays in delivery to the Authorising Authority no later than 48 hours before the deadline or immediately when the causes of such delays arise.

Except in cases of force majeure (as defined in the Contract), any unjustified late delivery will result in a reduction in payment equalling 50% of the total price of the assignment.

If you want to claim that your late delivery was justified either by a cause attributable to the European Parliament or by a case of force majeure, you should submit a **duly completed form *Justification of Late Delivery*** available on the ETU external platform for contractors and via the Iris application in the Info section.

Please note that e.g. defects in equipment, non-performance by a staff member or a subcontractor are not, as such, force majeure according to the Contract and will not be considered as a valid justification for a late delivery.



You need to send the form as an attachment to the email address dgtrad.etucontractsexecution@europarl.europa.eu as soon as possible after the late delivery occurred and in any case within a period of 48 hours thereafter. If there is a need to submit a documentary proof of a case of force majeure that is impossible to obtain within this period, you must explicitly mention it in the justification form and send it afterwards as soon as possible.

The European Parliament will analyse the content of your justification form and in case it is considered well founded, no reduction of payment will be imposed.

Your contact point for **deadline change requests** and any non-linguistic issues is always the ETU functional mailbox corresponding to the assignment. The mailbox will be clearly marked on the assignment. You will also find the contacts listed in the 'Contacts' document on our external platform. For any linguistic issues with your target language you should contact directly the language unit via the respective External Translation Coordinator.

5. Quality requirements

Translation: You are required to strictly comply with the quality requirements set out in the Specifications to the contract (point 2.7.). These include the segmentation rules, use of the pre-treatment package provided, use of European Parliament's macros, DocEP and the applicable models, [Recueil de Modèles](#) where necessary and as instructed in the Safe Working Protocols, etc.

When consulting RdMs, along with the specific RdM chapter referring to your document type, you should also consult *Chapter no. 00 "Guide to using the models and rules on presentation* for general guidelines on how to use RdMs.

Revision: It is an essential contractual obligation that you thoroughly revise the entire translation before delivery. You will be responsible for the quality of the entire text, including that of segments already (pre-)translated into the target language. When carrying out the translation, you must take into account the segments already translated into the target language, including 100% matches proposed by the translation memories, and ensure that those parts of the text are checked and correct, unless expressly instructed to leave such segments of text untouched.

6. Delivery

Delivery is completed by uploading the full translation in the Iris application, unless otherwise requested. In some cases, we may ask you to deliver by email.

For translations from a monolingual original, you must deliver

- a bilingual .xliff file compatible with the translation software used by the EP (SDL Studio 2019 or later).

For translations from a multilingual original, you must deliver



- bilingual .xliff files - one for each contractual source language and pivot - compatible with the translation software used by the EP (SDL Studio 2019 or later), and
- a clean file in the target language in the same format as the original (e.g. if the original was a .docx file, then you must deliver a .docx file).

It is your responsibility to make sure that the contents of both files are identical.

In both cases, the .xliff file will be considered the original, binding translation, which the EP will use as basis for quality control and to which it will refer in any follow up.

All files delivered (.xliff and clean) must be anonymised to ensure impartiality in the evaluation of quality. It is your responsibility to make sure that the files have been anonymised. For users of SDL Studio, an SDLXLIFF Anonymizer app is available in the [SDL AppStore](#). It can be downloaded for free and used to anonymise sdxliff files.

For naming the file for upload, please use a format that contains the FdR number and the target language. When you have to deliver several sdxliff files for the same project, please also insert the source language codes.

Example:

XM to IT where the source languages are DE and EN:

Single file name: 1234567XM2IT.docx

Multiple file names: 1234567DE2IT.sdxliff and 1234567EN2IT.sdxliff

Should the translator have any comments/notes for the translation to be delivered, it has to be included in a separate file and packed in a zip file together with the delivered translation. Then this zip file should be delivered in Iris.

7. Redelivery

Contractor requesting to re-upload translation files

In general, you can upload a finished translation only once. Re-uploads of translation files can only be made if requested by the European Parliament. If you identify issues with an uploaded file and wish to re-upload a corrected file, you can do so only after sending a request in writing to the ETU functional mailbox corresponding to the assignment to re-upload a translation file. The EP must give written permission before you proceed with the re-upload. You are obliged to follow the instructions provided in the EP's reply to your request.

Redelivery requested by the European Parliament

In case of any deficiencies in the delivered documents, you are obliged upon request to remedy them and redeliver the file in question. This will be without any extra remuneration. The corrected version must be redelivered within the deadline established in the request for redelivery.



There are two kinds of redelivery, which may be requested by the EP: (1) redelivery for technical reasons (RDT) and (2) redelivery for quality reasons (RDQ).

A **technical redelivery** will be requested when the assignment is delivered incomplete or with any technical or formal defects.

You will find a new request assigned to you in your Dashboard in the Iris application. The request for redelivery will contain a brief description of the issue identified and the requested corrections or changes. After you have corrected the translation in accordance with the instructions given by the European Parliament, you will upload the corrected file in a similar manner to the original delivery via the Iris portal to the RDT job folder, unless specified otherwise.

The EP may request a **redelivery for quality reasons** when quality issues are identified during the quality control process. You will find a new request assigned to you in your Dashboard. In this case, the request for redelivery will contain the quality mark and the report resulting from the assessment of a sample of the translation delivered, a brief description of the issues identified and/or the requested corrections or changes. Again, you should upload the corrected translation via the Iris portal to the RDQ job folder, unless requested otherwise.

Following a redelivery for quality reasons, the quality mark for quality monitoring purposes will be based on the first delivery, but the EP will not apply a reduction in payment for an initial quality mark below 60 points provided the quality of the redelivered translation is acceptable.

8. Quality Evaluation

Assessment of quality

The quality of each delivered translation assignment will be assessed against the criteria stipulated in the title 'Quality requirements' of the Specifications to the contract (point 2.7.), using the error typology specified. It will be assessed on the basis of a randomly selected text sample.

The European Parliament may use an application to assist in the assessment of quality.

For each translation assignment, you will receive a quality evaluation report and a quality mark.

The quality mark will be presented as a whole number, with 100 points being the maximum quality mark for an error-free translation assignment.

The quality evaluation report will be provided in Excel format and will contain three sheets:

1. Summary sheet - containing the number of the evaluated document, source and target languages, sample size, the quality mark, the quality level, general comments, weighting, severity levels of error types, as well as the penalty applied for errors found per type and severity;



2. Issues sheet - indicating, for the segments containing errors, the source text segments, the translation delivered, the translation with changes, the error type, severity and description;
3. Evaluated Sample sheet - including the whole sample, which allows seeing the error description and the changes in context.

An **example** of a quality evaluation report is contained in Annex 2 below.

You will be notified of the quality mark and receive the quality evaluation report within 15 working days following your delivery of the translation in the Iris application through the **Feedback** tab of the job. Exceptionally, for example when you deliver the translation assignment shortly before the end-of-year holidays, it may not be possible to provide the quality mark and report within the intended time. In these circumstances, the EP will inform you of any anticipated delays and do its best to provide the quality mark and the report as soon as reasonably possible.

Once you have been notified of the quality mark and report, the status of your assignment in the Iris application changes to 'Approved'. You will be able to see the details of your assignment for invoicing directly in the tool (more information in the section Invoicing and payments).

You may issue the invoice based on the information available.

If the quality mark is under 60 points out of 100, the EP will deduct either 50% or 100% of the value of the purchase order in question, namely:

- If the quality mark is between 30 points and 59 points (unsatisfactory quality), the EP will deduct 50% of the purchase order value;
- If the quality mark is between 0 points and 29 points (unacceptable quality), the EP will not pay for the assignment.

You may request in writing additional information regarding the Quality Mark obtained within a period of 5 working days from the date of notification of the Quality Mark.

In order to do so, you should submit a duly completed form *Request for Additional Information - Translation Quality Evaluation Report* available on the ETU external platform for contractors and via the Iris application in the Info section. You need to send the form as an attachment by email to the email address dgtrad.etucontractsexecution@europarl.europa.eu.

The European Parliament will analyse your request and provide an answer within a period of 7 working days following the date of the receipt of the request.¹

If, after considering your request, the European Parliament concludes that the quality mark needs to be modified, it will, in the reply to the request, include the new quality mark and quality evaluation report, and highlight any consequences of the change of the result. The new result will be registered for quality monitoring purposes.

¹ The EP is preparing a technical solution for the submission of requests for additional information, which will allow treating these requests via the outsourcing platform. Contractors will be informed when the solution is ready and put in place.



9. Invoicing and payments

Invoices must be created outside of the Iris application. The application does not provide a functionality for invoice creation by external contractors of the EP.

The following forms of invoicing are currently available:

- a) E-invoicing using the e-PRIOR Supplier portal as the preferred way of invoicing. A separate e-Invoicing User manual and Guide provide all the necessary technical information.
- b) Paper invoices via standard mail to the address stated in the contract.
- c) Sending invoices as .pdf documents via e-mail has been possible since the start of the COVID-19 crisis and remains valid as long as it has not been specifically revoked.

Each invoice must include, without fail, the contract reference and the purchase order number. Invoices must also be marked 'For the official use of the (insert name of the Authorising Authority)', and include the other wording laid down in Article II.5 of the Contract. Invoices may also make separate reference to the department responsible.

You cannot submit an invoice for a delivered translation assignment until the quality evaluation procedure set out in the Specifications (point 2.8) is completed, including notification of the EP's reply to any request for additional information about the Quality Mark obtained.

The invoiced amount for each delivered translation assignment must take into account any reduction in payment resulting from the Quality Mark obtained and/or from any late delivery.

The EP will suspend or reject any invoice received, which does not respect these provisions.

Once the European Parliament completes the quality evaluation procedure, the assignment is shown as 'Approved' in Iris. You will find the information necessary for preparing your invoice, i.e. the assignment details, deductions applicable and the final amount to invoice, under the tabs 'Specification' and 'Price and Time', which you can access by clicking on the individual assignment number under the item 'Approved' on the main dashboard.

Invoices can only include purchase orders related to **one** framework contract.

If you hold more than one framework contract, you must issue **separate invoices** for assignments under each such contract.

Please always check that the invoice contains the **correct references** for **each purchase order**. Invoices that are incomplete or incorrect are considered inadmissible and will cause a delay in payment.

You are encouraged to send your invoices regularly. Accumulation of invoices will unnecessarily prolong the processing time.

It is further recommended that you only include **up to 13 purchase orders** on one invoice.



Please also ensure that the net amount of any invoice submitted is above EUR 240, if possible. Please do not forget to **add VAT** if the amount of the invoice is **less than EUR 240**.

The following reference '*VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC*' is compulsory for any total invoice amount exceeding EUR 240. The supplier is responsible for ensuring that the reference to national legislation is correct in case the supplier does not have a VAT number and is exempt based on national legislation.

The Authorising Authority has 30 calendar days to pay the amounts due for performance of the contract, counting from the date of registration of the invoice by the relevant department.

As described in article I.3 of the Contract, the price may be revised annually starting from the second year of contract.

The price will be revised if the contractor requests it by sending an e-mail to the European Parliament no later than three months before the anniversary date of entry into force of the contract.

10. Contacts for further information

Detailed contact information is available in the Contacts section of the ETU external platform.



Annex 1 - Example of a purchase order

Directorate General for Translation Directorate for Support and Technological Service for Translation External Translation Unit			
Altair			
Contact Armencea, Ramona	Extension	Email dgtrad.iris-testing- pp@europarl.europa.eu	Date 14.11.2024
Purchase order No F202404204			
Framework contract	T6/BG/MAIN		
Hello,			
Please provide services in accordance with the following:			
Job	O-03114-TRA-002		
FdR	7018369		
Title	Inject AM XML4EP		
Languages	XM/DE		
Deadline	20.11.2024 15:00 CET		
Volume and Price	3,68 Page(s) Translation at 1.00 EUR = 3.68 EUR		
Total	3.68 EUR		
This purchase order form is issued in accordance with the framework contract you have signed with the European Parliament. In order to guarantee the execution of the payment, full details of your IBAN number must appear on your invoice. The invoice must be sent to the following address:			
European Parliament Official Mail Unit L-2929 Luxembourg			
We thank you for the accurate execution of this order.			
Best regards,			
Tom SKINNER			
This purchase order has been created by Armencea, Ramona.			
<hr/>			
European Parliament	L-2929 Luxembourg	Tel. +352 4300 1 (switchboard)	1 / 1



Annex 2 - Example of a quality evaluation report

The evaluation report is provided in.xls format and contains three sheets: 1) Summary, 2) Issues, where the detailed corrections can be found and 3) Evaluated Sample.

Summary

Translation quality evaluation report					
Document number					
Source Language:					
Target Language:					
Sample size (characters)					
Quality Mark		100		Quality Level	Acceptable
Comments					
Error Category	Weight	Penalty	Minor (x50)	Major (x150)	Critical (x1500)
TERM - Terminology	2	0	0	0	0
MIS - Mistranslation	4	0	0	0	0
OM - Omission	2	0	0	0	0
ADD - Addition	2	0	0	0	0
GR - Grammar	2	0	0	0	0
PT - Punctuation	1	0	0	0	0
SP - Spelling	1	0	0	0	0
CL - General style / Clarity	2	0	0	0	0
REF - Job-specific Style / References	3	0	0	0	0
PRES - Presentation	2	0	0	0	0

Issues

Source Text	Existing Translation	Translation with Changes	Issue Category	Issue Severity	Issue Description

Evaluated Sample

Segment ID	Source Text	Existing Translation	Translation with Changes	Issue Category	Issue Severity	Issue Description



Annex 3 - Example of an invoice

BUSINESS PAPER OF CONTRACTOR
(NAME-ADDRESS-VAT NR OF
CONTRACTOR)

European Parliament
COURRIER OFFICIEL
DG TRAD
Plateau de Kirchberg
L-2929 Luxembourg
Code ordonnateur : 1156

INVOICE

Number
Date

REFERENCES

Contr.: (insert contract number - see
framework contract signed)
Code ord.: 1156

	PO Number	FdR	Qty/Pages	Price per page	Price per assignment	Deductions	Amount to invoice per assignment (EUR)
1	F202000072	1192475	25	15,00	375,00		375,00
2	F202000113	1191689	11	15,00	165,00		165,00
3	F202000141	1192451	78	15,00	1170,00	585,00	585,00
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
	VAT rate		VAT amount		Original amount		Total amount to invoice (EUR)
	,,,,,,,,,%		,,,,,,,,		1710,00		1125,00

Additional comments: Reason for Exemption from VAT 'VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC'

Full bank details (as specified in the first paragraph of section 9)



Annex 4 - Page count report explained

Page 1 of the report:

Directorate-General for Translation

Report date: Friday, 29 Oct 2021

Fdr: 1242015 / 0

Global page count report

Language	Source pages gross	Translation pages gross	Translation pages net
BG	0.0	174.08	66.11
CS	2.85	171.23	64.26
DA	0.0	174.08	66.5
DE	0.0	174.08	66.43
EL	0.0	174.08	65.93
EN	166.12	7.96	3.78
ES	0.0	174.08	66.11
FI	0.0	174.08	67.4
FR	5.11	168.97	63.38
HR	0.0	174.08	65.77
HU	0.0	174.08	66.83
IT	0.0	174.08	66.08
LT	0.0	174.08	65.95
LV	0.0	174.08	66.43
MT	0.0	174.08	65.89
NL	0.0	174.08	65.65
PL	0.0	174.08	66.42
PT	0.0	174.08	66.1
RO	0.0	174.08	66.39
SK	0.0	174.08	66.79
SL	0.0	174.08	66.02
SV	0.0	174.08	66.65
TOTAL	174.08		

This document has three source languages (framed in red). The page numbers you see under **Source pages gross** indicate the gross page counts for each of the source languages. Gross means page count before the deduction of re-use.

The third column indicates the full gross page count for the entire document. You can see that, for example, for all languages except for EN, FR and CS (source languages) the full gross page count will be 174,08. For EN, as most of the text is drafted in EN, the full gross page count will be 7,96: EN contractors will only have to translate the French and Czech parts.

In the last column, you can see the full net page count, i.e. the page count for all source languages after the deduction of the re-use contained in the translation memories provided to you.



Page 2 of the report:

Translation pages net
Detailed ST - TL report

Source language		CS	EN	FR
Gross pages		2.85	166.12	5.11
Net pages	BG	1.52	62.32	2.27
	CS	0.0	61.98	2.28
	DA	1.53	62.7	2.27
	DE	1.52	62.63	2.28
	EL	1.53	62.13	2.27
	EN	1.52	0.0	2.26
	ES	1.52	62.32	2.27
	FI	1.52	63.61	2.27
	FR	1.53	61.85	0.0
	HR	1.53	61.97	2.27
	HU	1.53	63.02	2.28
	IT	1.53	62.28	2.27
	LT	1.52	62.15	2.28
	LV	1.52	62.64	2.27
	MT	1.53	62.08	2.28
	NL	1.53	61.85	2.27
	PL	1.53	62.61	2.28
	PT	1.9	61.91	2.29
	RO	1.53	62.58	2.28
	SK	1.53	63.0	2.26
	SL	1.53	62.21	2.28
	SV	1.53	62.84	2.28

Framed in **red** you can see the gross page counts for all languages from the three source languages to be translated in this particular case: EN, FR and CS.

Then, in the table, you can see how many net pages that translates into for each target language, e.g. for Croatian as target language (framed in **orange**) this will be 61,97 pages from EN, 2,27 from FR and 1,53 from CS.