



**Date:** 6 May 2012

**Reference #:** RFP/EGY/LA/02/2012

## **Request for Proposal (RFP)**

**Subject: Provision of Translation Services (legal translation) – UNCAC Implementation Review Mechanism.**

1. You are kindly requested to submit a proposal for **Translation Services (legal translation) – UNCAC Implementation Review Mechanism**, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract.....(Annex II)
  - iii. Terms of Reference (TOR).....(Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
  - vi. Questions & Answers.....(Annex VI)
3. The offerors shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate, In the event of any discrepancy between them, the original shall govern.
4. It is required that proposals should be submitted in two separate sealed envelopes, one labeled “Technical Proposal” and other one labeled “Financial Proposal” noting that if the envelopes are not sealed and marked as per the above mentioned instructions, the procuring unit will reject the proposal.
5. The outer separate sealed envelopes should be delivered only to the following address no later than **Monday 21 May 2012 at 3:00 PM Cairo Local Time.**

• **Addressed to:**

**Procurement Unit**

**Attention: Ms. Lubna Abras**

**United Nations Office on Drugs and Crime**

**Regional Office for the Middle East and North Africa**

**7 Golf St, Maadi, Cairo –Egypt**

**Tel: +202 2359 1645, +202 2359 1521, +202 2359 8899**

RFP/EGY/LA/02/2012

- **Marked with:**

“RFP – Provision of Translation Services (legal translation) – UNCAC Implementation Review Mechanism”.

**Late offers received after the deadline will be rejected. Electronic copy (scanned copy on CD) of the Complete Technical Proposal is requested to be provided as part of your proposal within the set deadline.**

6. Any request for additional clarification related to RFP should be submitted in writing to [procurement.eg@unodc.org](mailto:procurement.eg@unodc.org) copying [Sahar.al-jobury@unodc.org](mailto:Sahar.al-jobury@unodc.org) with the Reference # in the subject line. Answers to any clarification received will be distributed in writing to all short-listed companies noting that any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
7. It is requested that receipt of this letter is acknowledged and to indicate whether or not you intend to submit a proposal.

Sincerely Yours,



Masood Karimipour  
Regional Representative for the Middle East and North Africa  
United Nations Office on Drugs and Crime

## Annex I

### Instructions to Offerors

#### A. Introduction

##### 1. General

The mechanism for the review of implementation of the United Nations Convention against Corruption, adopted by the Conference of the States Parties to the Convention at its third session, held in Doha from 9 to 13 November 2009, commenced its work in July 2010. UNODC is the Secretariat to the review mechanism, responsible for the overall organization of the process, the organization of the active dialogue among experts, the carrying out of regional trainings for governmental experts and the drafting of the country reports.

40 countries from all regions are to be reviewed each year of the first review cycle (2010-2015).

States Parties under review first fill out their Self-Assessment Checklist, which will form the backbone of the review process. States are encouraged to hold broad consultations at the national level for the completion of the checklist, which provides an opportunity for all sectors to engage and participate. It is indeed important that the information provided is as accurate and comprehensive as possible.

Before moving to the phase of active dialogue between the country under review and reviewing countries, translation of the checklist and supporting materials has to be ensured.

In addition, translation also needs to be provided during the desk review for comments submitted by reviewing States parties, in the ensuing dialogue with the State party under review as well as for the final country review report.

In accordance with paragraph 51 of the terms of reference of the Review Mechanism, “[t]he country review process may be conducted in any of the working languages of the Mechanism. The secretariat (UNODC) shall be responsible for providing the required translation and interpretation into any of the working languages of the Mechanism, as necessary for its efficient functioning.”

Translation of all these documents has to be ensured within a month after receipt by UNODC.

Under the direct guidance of the Corruption and Economic Crime Branch (CEB), located at UNODC Headquarters in Vienna and in coordination with UNODC Regional Office for the Middle East and North Africa (ROMENA) located in Cairo, the selected offeror will be responsible to translate legal documents to be used as a part of the Implementation Review Mechanism for the United Nations Convention against Corruption.

##### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UNODC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## B. Solicitation Documents

### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring unit at UNODC in writing with the Reference # in the subject line to [procurement.eg@unodc.org](mailto:procurement.eg@unodc.org) copying [Sahar.al-jobury@unodc.org](mailto:Sahar.al-jobury@unodc.org). The procuring unit in UNODC will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNODC unit may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNODC entity may, at its discretion, extend the deadline for the submission of Proposals.

## C. Preparation of Proposals

### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNODC unit shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Duly signed and dated Proposal Submission Form accompanied with the authorization(s) for the person(s) signing the Proposal;
- (b) Operational and technical part of the Proposal, including **documentation** to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 9 and 10;

## 8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the general management approach towards an assignment of this kind. The Offeror should comment on its experience in similar translation assignments and identify the person(s) representing the Offeror in any future dealing with the procuring UNODC unit.

### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities<sup>1</sup>.

A breakdown by team member of the corresponding time-effort to be allocated for the services, expressed in number of working days by designation of staff performing the services should be provided and presented in accordance with following table, and should not contain any pricing or cost information.

Name of Staff	Language	No of working days
Total Work Days		

### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

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<sup>1</sup> The offeror shall maintain the same team mentioned in the resource plan, as proposed in the offer, throughout the duration of the service. The project team shall be approved by UNODC at the beginning of the service. The institution might insert a column including replacement in the team to ensure better implementation of the different tasks. Any change or replacement in the team beyond those envisaged in the proposal shall not be allowed unless due to Force Majeure and any replacements shall have an equivalent Curriculum Vitae as those they are replacing, as indicated in Clause V in the below Term of Reference, and shall be approved by UNODC.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in **US dollars**.

**11. Period of validity of proposals**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UNODC unit, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNODC on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNODC unit may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

**12. Format and signing of proposals**

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

**13. Payment**

UNODC shall effect payments to the Contractor after acceptance by UNODC of the invoices submitted by the contractor, upon achievement of the corresponding tasks in accordance with the payment terms in the contract.

Payments shall be made by bank transfer directly to the bank account of the Contractor. UNODC shall only make payment transfers into accounts in the Contractor's (company) name and not of individuals.

## D. Submission of Proposals

### 14. Sealing and marking of proposals

The offeror shall seal the Proposal in One outer and two separate inner envelopes, marked as “Technical Proposal” and “Financial Proposal”.

(a) The outer envelope shall be:

- addressed to –

**Procurement Unit**

**Attention: Ms. Lubna Abras**

**United Nations Office on Drugs and Crime**

**Regional Office for the Middle East and North Africa**

**7 Golf St, Maadi, Cairo –Egypt**

**Tel:+202 2359 1645, +202 2359 1521, +202 2359 8899**

and,

- marked with –

“RFP – Provision of Translation Services (legal translation) – UNCAC Implementation Review Mechanism”.

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (proposal form) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the financial proposal.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNODC unit will reject the proposal.

### 15. Deadline for submission of proposals

Proposals must be received by the procuring UNODC unit at the address specified under clause *Sealing and marking of Proposals* no later than **Monday 21 May 2012 at 3:00 PM Cairo Local Time.**

The procuring UNODC unit may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNODC unit and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

### 16. Late Proposals

Any Proposal received by the procuring UNODC unit after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

### 17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNODC unit prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring unit will open the Proposals in the presence of a Committee.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The

financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the financial proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contract will be awarded to the Institution offering the “highest overall score (HS)”

The formula for determining the financial score is the following:

$$SF = 100 \times Fm/F$$

Where:

SF is the financial score

Fm is the lowest price

F is the price of the proposal under consideration

The weights given to the Technical (T) and Financial (F) proposals are: T=0.7 and F=0.3

The highest score will be calculated by the following formula:

$$HS = (ST/10 \times 0.7) + (SF \times 0.3)$$

Where

HS is the highest score

ST is the technical score

SF is the financial score

### ***Technical Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organisation submitting Proposal	25%	250
2.	Proposed Work Plan and Approach	15%	150
3.	Personnel	60%	600
<b>Total</b>			<b>1000</b>

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

**Form 1: Expertise of Firm / Organisation Submitting Proposal**

**Form 2: Proposed Work Plan and Approach**

**Form 3: Personnel**

Technical Proposal Evaluation		Points obtainable	Company / Other Entity				
Form 1			A	B	C	D	E
<b>Expertise of firm / organisation submitting proposal</b>							
1.1	Does the company demonstrate its expertise in translation work in the required combination of languages?	100					
	Sub-score						
	Arabic/English and vice-versa	30					
	French/English and vice-versa	30					
	French/Arabic	20					
	Spanish/Arabic	20					
1.2	Does the company demonstrate its expertise in translating LEGAL documents?	50					
1.3	Does the company demonstrate its expertise in translating legal documents in the field of corruption / good governance?	40					
1.4	Does the company demonstrate expertise in working with the UN system or other international/regional organizations?	20					
1.5	Does the company demonstrate knowledge of UN terms, language and style and of the United Nations Convention against Corruption?	20					
1.6	Does the company offer a system of quality assurance procedures for the translations provided?	20					
<b>Total Part 1</b>		<b>250</b>					

Technical Proposal Evaluation		Points Obtainable	Company / Other Entity				
Form 2			A	B	C	D	E
<b>Proposed Work Plan and Approach</b>							
2.1	Is the scope of task well defined and does it correspond to the TOR? Have the important aspects of the task been addressed in sufficient detail?	70					
2.2	Does the offeror demonstrate that the assignment will be completed within the time specified in the ToR? (maximum one month after receipt, even for	70					

	<b>large documents)</b>						
2.3	Does the company explain how it will keep the requestor up-to-date about problems keeping the deadline or requesting possible extensions of deadlines?	10					
	<b>Total Part 2</b>	<b>150</b>					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Personnel</b>							
3.1	<b>Translator English into French</b>						
		Sub-Score	100				
	General qualifications as a translator		30				
	Professional experience in the area of specialization (legal translation)		35				
	Language qualifications (English/French)		35				
3.2	<b>Translator French into English</b>						
		Sub-Score	100				
	General qualifications as a translator		30				
	Professional experience in the area of specialization (legal translation)		35				
	Language qualifications (French/English)		35				
3.3	<b>Translator Arabic into English</b>						
		Sub-Score	100				
	General qualifications as a translator		30				
	Professional experience in the area of specialization (legal translation)		35				
	Language qualifications (Arabic/English)		35				
3.4	<b>Translator English into Arabic</b>						
		Sub-Score	100				
	General qualifications as a translator		30				
	Professional experience in the area of specialization (legal translation)		35				

	Language qualifications (English/Arabic)		35					
3.4	<b>Translator French into Arabic</b>							
		Sub-Score	100					
	General qualifications as a translator		30					
	Professional experience in the area of specialization (legal translation)		35					
	Language qualifications (French/Arabic)		35					
3.4	<b>Translator Spanish into Arabic</b>							
		Sub-Score	100					
	General qualifications as a translator		30					
	Professional experience in the area of specialization (legal translation)		35					
	Language qualifications (Spanish/Arabic)		35					
	<b>Total Part 3</b>		<b>600</b>					

## F. Award of Contract

### 22. Award criteria, award of contract

The procuring UNODC unit reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNODC unit will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

### 23. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.



## **ANNEX II**

### **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

#### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this

Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

## **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in,

preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1** Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2** Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property,

whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

### **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this

Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

## Annex III

### TERMS OF REFERENCE

#### **I. Objective:**

Under the direct guidance of the Corruption and Economic Crime Branch (CEB), located at UNODC Headquarters in Vienna and in coordination with UNODC Regional Office for the Middle East and North Africa (ROMENA) located in Cairo, the selected offeror will be responsible to translate legal documents to be used as a part of the Implementation Review Mechanism for the United Nations Convention against Corruption.

#### **II. Background:**

The mechanism for the review of implementation of the United Nations Convention against Corruption, adopted by the Conference of the States Parties to the Convention at its third session, held in Doha from 9 to 13 November 2009, commenced its work in July 2010. UNODC is the Secretariat to the review mechanism, responsible for the overall organization of the process, the organization of the active dialogue among experts, the carrying out of regional trainings for governmental experts and the drafting of the country reports.

40 countries from all regions are to be reviewed each year of the first review cycle (2010-2015).

States Parties under review first fill out their Self-Assessment Checklist, which will form the backbone of the review process. States are encouraged to hold broad consultations at the national level for the completion of the checklist, which provides an opportunity for all sectors to engage and participate. It is indeed important that the information provided is as accurate and comprehensive as possible.

Before moving to the phase of active dialogue between the country under review and reviewing countries, translation of the checklist and supporting materials has to be ensured.

In addition, translation also needs to be provided during the desk review for comments submitted by reviewing States parties, in the ensuing dialogue with the State party under review as well as for the final country review report.

In accordance with paragraph 51 of the terms of reference of the Review Mechanism, “[t]he country review process may be conducted in any of the working languages of the Mechanism. The secretariat (UNODC) shall be responsible for providing the required translation and interpretation into any of the working languages of the Mechanism, as necessary for its efficient functioning.”

Translation of all these documents has to be ensured within a month after receipt by UNODC.

Strict confidentiality rules under the terms of reference of the review mechanism apply to these documents.

#### **III. Scope of work and expected outputs:**

The contract is anticipated to be completed **within 6 months** of contract signature and the selected offeror will be responsible to complete the following tasks no later than one month after receipt of the relevant documents from UNODC to be translated(some documents might be over 200 pages):

- Translate the documents listed hereunder from/into the languages mentioned;
- Proof-read the translated document before delivery to UNODC.
- Integrate comments from UNODC Corruption and Economic Crime Branch, when relevant, in particular in terms of language consistency and UN terminology.
  - Number of words to be translated from Arabic into English: 441,000
  - Number of words to be translated from English into Arabic: 590,000
  - Number of words to be translated from French into English: 430,000
  - Number of words to be translated from English into French: 298,000
  - Number of words to be translated from French into Arabic: 17,000
  - Number of words to be translated from Spanish into Arabic: 6,200

#### **IV. Reports and inputs**

The selected offeror will be responsible to complete the translation of the mentioned documents no later than a month after receipt of the documents from UNODC (some documents might be over 200 pages).

Comments from UNODC Corruption and Economic Crime Branch will be provided, when relevant, and will need to be integrated in the final documents, in particular in terms of language consistency and UN terminology.

#### **V. Specialised Expertise of firm / organisation required for this assignment**

The institution should demonstrate a proven track record and the capacity in successfully undertaking similar assignments and as such it is required that the institution has a minimum of 8 years experience in provision of services similar to requested in this RFP:

- Experience with translating UN publications/documents, including in one of the following areas: legal issues, corruption/anti-corruption, good governance, rule of law, is an asset.
- Knowledge of UN terms, language and style and of the United Nations Convention against Corruption is an asset.
- Capability to complete assignments on time.
- Experience working with governments and/or international/regional organizations.

**The supplier must be a firm/institution and not an individual.**

The composition of the Translators' team required for undertaking the assignment as detailed in this RFP should be decided by the prospective institution.

Translators are required to have at minimum:

- Minimum a University degree;

- five years of relevant work experience in providing translation and interpretation services, including one of the following areas: Political affairs, legal issues, governance, rule of law, corruption/anti-corruption in the target language;
- Proficiency in Microsoft Word.

## **VI. Technical Proposal**

The following documents are required to be submitted in the technical proposal in one sealed envelope, clearly marked as “Technical Proposal”. No financial information should be included:

- a) The institution profile, including description of its facilities;
- b) List of projects/assignment undertaken within the last 2 years that are related to this requirement;
- c) Contact of 3 previous clients that can be used for reference purposes;
- d) Staffing plan and profile of each staff included in the plan;
- e) CV’s of the staff (same person could perform different tasks);
- f) Work plan and approach mechanism.
- g) Electronic copy (scanned copy on CD) of the Complete Technical Proposal is requested to be provided as part of your proposal within the set deadline.

The proposal should be valid for a minimum of 90 days from the date of bid closing and should be duly signed by the official representation of your organization and stamped.

## **VII. Technical Proposal Evaluation**

As per mentioned in Clause 21 in “Instructions to Offerors”.

## **VIII. Financial Proposal**

In a separate sealed envelope the financial proposal should be submitted in accordance with Clause 9 and 10 in “Instructions to Offerors”. The financial proposal shall specify a total lump sum for the documents listed in the ToR, with an indication of the price per 1000 words for each language combination.

Payments will be based on outputs, i.e. upon delivery of a specific document submitted for translation, with a quality that is assessed as satisfactory.

**Electronic copy (scanned copy on CD) of the Financial Proposal is requested to be provided as part of your proposal within the set deadline.**



## Annex V

### **PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown on the following pages should be used in preparing the price schedule.

The financial proposal shall specify a total lump sum for the documents listed in the ToR, with an indication of the price per 1000 words for each language combination.

Payments will be based on outputs, i.e. upon delivery of a specific document submitted for translation, with a quality that is assessed as satisfactory.

No travel will be required.

**Electronic copy (scanned copy on CD) of the Financial Proposal is requested to be provided as part of your proposal within the set deadline.**

<b>Price Schedule:</b>				
<b>Request for Proposals for Services</b>				
		Rate per 1000 words	Number of words to be translated as per ToR	Cost
<b>1.</b>	<b>Description of Activity/Item</b>			
1.1	Translation from Arabic into English		441,000	
1.2	Translation from English into Arabic		590,000	
1.3	Translation from French into English		430,000	
1.4	Translation from English into French		298,000	
1.5	Translation from French into Arabic		17,000	
1.6	Translation from Spanish into Arabic		6,200	
			<b>TOTAL</b>	



## Questions and Answers

**Q1. Can we send you the electronic version of the technical proposal through e-mail rather than through a post office?**

A1. Unfortunately no, only hard copy proposals in sealed envelopes, as per instructed in the RFP, should be submitted with a CD containing a soft copy of all documents.

**Q2. Do you need that we have to include the resumes of the translators who work in all the language pairs? If that is so, it is quite large volume for the preparation and shipping.**

A2. Only the resumes/profiles of translators who are assigned by the company to do the translation are required as it will be considered in the technical evaluation grid.

**Q3. Please confirm that this bid is open to companies from all countries, including the United States, and that businesses of all sizes are eligible?**

A3. Yes, this is an international bid.

**Q4. Will the work be performed at specific location, or will documents and translations be securely delivered via the internet?**

A4. The translated documents will be submitted securely via internet.

**Q5. Is there any certification or legal/ financial documentation that you might appreciate our including in the proposal?**

A5. No

**Q6. Could you clarify what is meant by “proofread the document before delivery to UNODC”, Does this mean a thorough proofread by a second translator? Or that only the original translator reviews the document?**

A6. The company/offeror shall ensure that the translated documents are error free and grammatically correct with specific reference to Arabic language

**Q7. Reference to this part of the RPF “The contract is anticipated to be completed within 6 months of contract signature and the selected offeror will be responsible to complete the following tasks no later than one month after receipt of the relevant documents from UNODC to be translated (some documents might be over 200 pages)” We would like to know what is the relation between these two durations? What should be delivered within six months and what in one month?**

A7. The overall duration of the contract is 6 months and the offerer will be responsible to complete the translation of the mentioned documents in the terms of reference no later than a month after receipt of the document from UNODC.

**Q8. From where can I get the submission form that is requested to be included in the proposal , in page 4 , point #7?**

A8. it is available in the proposal itself, annex IV page 25