

**Translation Services from English to French, English to Spanish and English to Russian for the establishment of Long Term Agreements**

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*Request for Proposal (RFP)*

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## 1. INTRODUCTION

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### 1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to select suitable contractor(s) and establish Long Term Agreement (LTAs) with successful bidder or bidders (individual or entities) for the provision of **Translation Services from English to French; English to Spanish; and English to Russian.**

UNAIDS is an Organization that is dependent upon Member State funding for its activities. For this reason, vendors are requested to propose the best and most cost-effective solution to meet UNAIDS requirements, while ensuring a high level of service.

### 1.2 About UNAIDS

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UNAIDS is an innovative joint venture of the United Nations, bringing together the efforts and resources of the UNAIDS Secretariat and ten UN system organizations to respond to AIDS. The Secretariat headquarters is in Geneva, Switzerland with staff on the ground in more than 80 countries. Coherent action on AIDS by the UN system is coordinated in countries through the UN theme groups, and the joint programmes on AIDS. Cosponsors include UNHCR, UNICEF, WFP, UNDP, UNFPA, UNODC, ILO, UNESCO, WHO and the World Bank.

Visit the UNAIDS web site at <http://www.unaids.org>

## 2. DESCRIPTION OF Project (Terms of Reference)

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### 2.1 Background and Justification

- Providing quality information in four languages – English, French Russian and Spanish – through printed materials as well as through its website, ranging from advocacy documents to epidemiological data about HIV, is central to the work of UNAIDS. All printed publications are available on the web at [www.unaids.org](http://www.unaids.org)
- To this end, UNAIDS is currently seeking to establish long-term agreements with professional translators, revisers and proofreaders for translation from English into French, Russian and Spanish of its documents and website.

### 2.2 Objectives

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To procure translation, revision, proofreading and terminology services that would ensure the best possible quality level of translated information materials and be in keeping with the most efficient process in terms of quality versus cost.

### 2.3 Work to be performed

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1. Various translation related tasks from English-to-French, English-to-Spanish, English-to-Russian, including:
  - Translation, revision and proof-reading of UNAIDS publications (annual and biannual reports, policy briefs, technical guidelines, Best Practice documents, etc.);
  - Translation of media materials (Press releases, Deputy Executive Director statements, media advisories, fact sheets etc.) - usually with a rapid turnaround time and without subsequent revision by another translator;
  - Translation of materials for UNAIDS website (feature stories, web pages) - very often under pressure and with a maximum turnaround time of 24 hours, with self-editing.
  - Translation of any other documents as required (e.g. correspondence, World AIDS Campaign (WAC) messages, Estimation and Projection Package (EPP) software text strings, etc.)

2. As part of pre-editing, study of the reference materials provided by translation coordinator and to clarify with him all technical queries for each job: target audience, technical content, required style etc. – so as to be able to apply HIV-related terminology in a variety of thematic fields: health, medicine and pharmaceuticals, education, business and the private sector, economics and finance, law and social issues, food security and others.
3. Ongoing study of feedback provided by the clients via translations coordinator and to amend his/her vocabulary and style accordingly, and to send his/her own input for UNAIDS terminology database.
4. To use computer-assisted translation as necessary if required by the Programme (appropriate software and training to be provided by UNAIDS).

The service provider will be responsible for the delivery and receipt of work in electronic format.

The scope of each task, deadline for completion and other modalities will be mutually agreed upon through translations coordinator in writing in advance.

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### 3. Functional requirements

- Perfect mastery of the mother tongue (French, Russian, Spanish) and excellent knowledge of English (University degree or higher);
- Proficiency in methods and techniques specific to translation (post-graduate qualification in translation, applied linguistics or related field);
- Specialized knowledge of HIV/AIDS is a strong asset;
- Experience in doing translations for the UN system is an asset;
- Excellent drafting skills and good written style;
- Good communication skills, analytical skills and ability to do research;
- Sensitivity to the cultural context and the target audience;
- Adaptability and flexibility required to work under pressure and to meet short deadlines;
- Good IT skills, experience in computer-assisted translation is an asset.

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#### 3.1 Characteristics of the service provider

##### 3.1.1 Status

- The service provider shall be an individual or an institution with relevant academic qualifications and professional experience. It should be noted that the individual should not be employed as staff in the UN system.

##### 3.1.2 Accreditations

- University degree in modern languages. Post-graduate qualification in translation studies, applied linguistics or related discipline would be a strong asset.

##### 3.1.3 Previous experience

- Minimum of 2 years of professional translation services experience. Previous work with UN or other international organisations, governments, donors, and civil society institution would be an asset.
- Technical knowledge in the field of HIV/AIDS, preferably due to translation-related experience, will be a strong asset.
- Proven experience in providing support in a capacity similar to that outlined under section 2

## 4. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to UNAIDS.

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### 4.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and UNAIDS shall be written in the English language.

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### 4.2 Intention to Bid

**No later than 16 October 2009**, the bidder shall complete and return by email to UNAIDS ([djomans@unaid.org](mailto:djomans@unaid.org)) confirmation of the intention to bid.

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### 4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal up to the final award of the contract. UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

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### 4.4 Contents of the Proposal

Proposal must offer services for one language, and if the bidder wish to submit proposal for several languages, separate proposals should be sent.

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP.

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### 4.5 Joint Proposal

Consortium is not envisaged under this RFP.

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### 4.6 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify UNAIDS via email at the following address not later than 16 October 2009:

Email for submissions of all queries: [djomans@unaid.org](mailto:djomans@unaid.org)

UNAIDS will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to the closing date of the proposal. A consolidated document of UNAIDS' response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders that have received the RFP and also posted on the UNAIDS website. Questions are to be submitted in the format "Paragraph Number - Question."

There shall be no individual presentation by or meeting with bidders until after the closing date. There should be no contact with UNAIDS officials concerning the RFP process for the provision of **Translation Services from English to French; English to Spanish; and English to Russian**, from the date of issue of this RFP to the final selection, other than using the mechanism already explained a couple of paragraphs before and only for the purposes of clarifications of proposals received.

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#### 4.7 Format and Signing of Proposals

The bidder shall submit the complete proposal by the closing date set forth in section 4.10 in forwarding respectively to 2 separate registered email accounts the qualification profile together with the signed acceptance form to [TechnicalBids@unaids.org](mailto:TechnicalBids@unaids.org) and the Price Proposal forwarded **separately** to [FinancialBids@unaids.org](mailto:FinancialBids@unaids.org).

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#### 4.8 Marking of Proposals

The complete proposal must be sent separately to the two registered email accounts and in the subject line should indicate the following information:

**RFP – Translation Services [English to French] or [English to Russian] or [English to Spanish] – [Name of the bidder] – Technical profile** and be forwarded to [TechnicalBids@unaids.org](mailto:TechnicalBids@unaids.org)

and

**RFP – Translation Services [English to French] or [English to Russian] or [English to Spanish] – [Name of the bidder] – Price component** and be forwarded to [FinancialBids@unaids.org](mailto:FinancialBids@unaids.org)

**NOTE:** If proposals are not forwarded separately to the two registered email accounts and marked as per the instructions in this clause, UNAIDS will not assume responsibility for the proposal's misplacement or premature opening and may – at its discretion – reject the proposal.

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#### 4.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date to finalize Long Term Agreements. A proposal valid for a shorter period may be rejected by UNAIDS. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal.

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#### 4.10 Closing Date for Submission of Proposals

**Proposals must be received at UNAIDS at the address specified in section 4.8 no later than 23 October 2009, 17:00 Geneva time.**

UNAIDS may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing or publishing the extension on its website.

Any proposal received by UNAIDS after the closing date for submission of proposals will be rejected. Only copies forwarded to the two registered email accounts are acceptable as official bid entries.

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#### 4.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal's submission and before the opening date, provided that written notice via email of the withdrawal is received by UNAIDS prior to the closing date.

The bidder's withdrawal notice shall be sent by email but must be followed by a signed confirmation copy received by the closing date in accordance with section 4.10

- Email for withdrawal of proposal: [TechnicalBids@unaids.org](mailto:TechnicalBids@unaids.org)

No proposal may be modified after the closing date for submission of proposals, unless UNAIDS has issued an amendment to the RFP allowing such 4.13

No Proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

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## 4.12 Receipt of Proposals from Non-invitees

This RFP is opened to all qualified bidders.

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## 4.13 Amendments of the RFP

At any time prior to the closing date for submission of proposals, UNAIDS may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP.

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## 4.14 Proposal structure

The proposal put forth by bidders should contain the information detailed under section 4.14.1-3 under this section.

### 4.14.1 Proposal Submission and Acceptance Form

- The bidder's proposal must be accompanied by the proposal submission and acceptance form (see p.19 ) duly signed.

### 4.14.2 Qualification Profile

The bidder's proposal must be accompanied by the qualification profile template fully completed (click on the link at the end of the document) .

### 4.14.3 Financial Proposal

The financial proposal should cover the full contracting period and proposed a standard fee per 1,000 words. Financial proposal should be preferably denominated in US Dollar. A basic template that must be followed is attached at the end of the document (p.20).

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## 5. OPENING AND EVALUATION OF PROPOSALS

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### 5.1 Opening of Proposals

UNAIDS will open the proposals in the presence of a Committee formed by UNAIDS at the Headquarters office in Geneva, Switzerland, and record all received proposals.

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### 5.2 Clarification of Proposals

UNAIDS may, at its discretion, asks any bidder for clarification about qualifications and experience to assist in the examination, evaluation and comparison of bidders. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.



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### 5.3 Preliminary Examination of Proposals

UNAIDS will examine the proposals to determine whether they are complete, and whether the documents have been properly signed.

**Please note that UNAIDS is not bound to select any of the firms/institutions submitting proposals.** Furthermore, a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned. Also, due consideration will be given to UNAIDS' general principles, including economy and efficiency, UNAIDS does not bind itself in any way to select the individual, and/or firm/institution offering the lowest price.

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### 5.4 Technical Evaluation of Proposals

A three-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of price.

The technical evaluation of proposals will be accomplished by a Selection Panel consisting of staff from the UNAIDS and possibly external expertise. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals according to:

- the academic qualifications;
- the quality and relevance of experience;
- Any other relevant competences as stated in 3.0 (Functional requirements)

The short-listed qualified bidders will then be invited to take (via email) a technical written test, which would consist of translating, revising and proofreading a short material to be graded by the selection panel according to a standard set of quantitative and qualitative criteria (assigning each type of error a specific weight). These criteria will include, among others, readability of target language (grammar and spelling mistakes, unnecessary transfer of structure/elements from the source text etc.); functional and textual adequacy (goals, purpose, audience etc.), non-specialized content (meaning) (unwarranted deviations from original, omission/additions, nuances and shades of meaning, connotations etc.); and specialized content and terminology. Finally and for candidates passing successfully the technical test, a short interview (via telephone) will be organized to validate their qualifications. At the end of the interview process, the selection panel will mark the bidders as meet qualifications requirements or do not meet.

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### 5.5 Financial Proposal Evaluation

During the Financial Proposal Evaluation, the price proposal of all bidders meeting the qualification requirements will be compared.

## 6. AWARD OF CONTRACT

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### 6.1 Award Criteria, Award of Contract

Technical evaluation: Passed the technical test with a minimum 70% and confirmed by the interview panel as meeting the technical requirements. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

Financial evaluation: The maximum number of points for the Price Component is 20. This maximum number of points will be allocated to the lowest price proposal (rate per 1000 words). All other price proposals will receive points in inverse proportion according to the following formula:

**Points for the Price Component of a proposal being evaluated = [Maximum number of points for the Price Component] x [Lowest price]/[Price of proposal being evaluated]**

UNAIDS 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 bidder or any obligation to inform the affected bidder or bidders of the grounds for the UNAIDS action.

Prior to expiration of the period of proposal validity, UNAIDS will award a Long Term Agreement to the qualified bidder(s) after being evaluated.

UNAIDS has the right to eliminate bids throughout the evaluation process. However, UNAIDS is under no obligation to state the reasons for elimination to the bidder.

NOTE: UNAIDS is **acting in good faith** by issuing this RFP. However, **this document does not obligate UNAIDS to contract for the supply of any products or services.**

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## **6.2 UNAIDS Right to modify Scope or Requirements during the Proposal Process**

UNAIDS reserves the right to, at any time during the proposal process, modify the scope of services specified in the RFP. At any step in the evaluation process, UNAIDS reserves the right to issue an amendment to the RFP detailing the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from UNAIDS.

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## **6.3 UNAIDS Right to Extend/Revise Scope or Requirements at Time of Award**

UNAIDS reserves the right at the time of award of contract to extend/revise the scope of services specified in the RFP without any change in base price of services (e.g. day rate for resources) or other terms and conditions.

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## **6.4 UNAIDS Right to enter into Contract Price Negotiations**

UNAIDS reserves the right to enter into contract price negotiations with one or more bidders that have not been eliminated during the evaluation process.

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## **6.5 Signing of the Contract**

Within 30 days of receipt of the Long Term Agreement the successful bidder shall sign and date the contract and return it to UNAIDS according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then UNAIDS has the right not to proceed with the selected bidder(s) and instead contract with another bidder of its choice.

## **7. GENERAL AND CONTRACTUAL CONDITIONS (for companies/Institutions)**

The general terms and conditions of the contractual agreement ("the Contract") between UNAIDS and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

- responsibilities, indemnities and liabilities of the Contractor(s) and UNAIDS;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

Services under this Contract will be supplied on a maximum-price basis in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

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### **7.1 Responsibility**

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

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### **7.2 Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to UNAIDS in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNAIDS and shall fulfil its commitments with the fullest regard to the interests of UNAIDS.

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### **7.3 Warranties**

The Contractor will warrant and represent to UNAIDS as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for UNAIDS to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit UNAIDS to fully exercise its rights in the deliverables and the software without any obligation on UNAIDS part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.

- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (whether machine readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

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#### 7.4 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between UNAIDS on the one side and the Contractor or any person used by the Contractor on the other side.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, including, but not limited to, damage to test equipment, spare parts and other property, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on UNAIDS premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

Nothing in or relating to the agreement with the Contractor shall be deemed a waiver of any of the privileges and immunities of UNAIDS in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

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#### 7.5 Relation Between the Parties

The Contract does not constitute a partnership between the Parties or constitutes either Party as the agent of the other.

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#### 7.6 Waiver of Breach

The waiver by an act, omission or knowledge of either Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

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#### 7.7 Liability

The Contractor hereby indemnifies and holds UNAIDS harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

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## 7.8 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 UNAIDS.

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## 7.9 Officials not to Benefit

The Contractor warrants that no official of UNAIDS 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. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

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## 7.10 Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNAIDS, 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. (These obligations shall not lapse upon termination of the contract)

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## 7.11 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 UNAIDS will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

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## 7.12 Subcontracting

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same thoroughness as the prime contractor. No subcontracting will be permitted under this Contract unless it is proposed in the initial submission or formally agreed to by UNAIDS at a later time. In any event, the total responsibility for the Contract rests with the prime contractor.

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## 7.13 Place of Performance

Tendering individuals or entities are requested to perform the services requested at their own place of residence and should bear the costs of electronic communications (Email) in order to carry the services offered.

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## 7.14 Language

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in English.

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### 7.15 Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract. (These obligations shall not lapse upon termination of the contract)

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### 7.16 Confidential Nature of Documents and Information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNAIDS, shall be treated as confidential and shall be delivered only to UNAIDS authorized officials prior to completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

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### 7.17 Title Rights

- 1) This is a work made for hire. UNAIDS shall be the owner of all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to all deliverables and other material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the Contractor.
- 2) UNAIDS reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At UNAIDS request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

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## 7.18 Cancellation

UNAIDS shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) At will with the provision of thirty (30) days prior notice in writing;
- 2) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 3) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfilment, will not be respected.
- 4) In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing, with immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
  - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from UNAIDS; or
  - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

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## 7.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his control, it being agreed, however, that UNAIDS shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 7.17 deliver to UNAIDS all work products and other materials so far produced.

- a) 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 which are beyond the control of the Parties.
- b) 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 UNAIDS, 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 UNAIDS of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNAIDS 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.
- c) If the Contractor is rendered permanently unable, fully, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNAIDS shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 7.18 except that the period of notice shall be seven (7) days instead of thirty (30) days.

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## 7.20 Use of UNAIDS name and emblem

Without UNAIDS' prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or his relationship with UNAIDS. In no case shall the Contractor use the name or the emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

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## 7.21 Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of UNAIDS.

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## 7.22 Payment

Payment will [only] be made against presentations of an invoice in a UN convertible currency (preferably US Dollars) for each deliverable and subject to UNAIDS acceptance of each such deliverable. Any payments by UNAIDS to the Contractor shall reflect any tax exemptions to which UNAIDS is entitled by reason of the immunity it enjoys. UNAIDS is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with UNAIDS so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with UNAIDS to enable reimbursement thereof.

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## 7.23 Title to Equipment

Title to any equipment and supplies that may be furnished by UNAIDS shall rest with UNAIDS and any such equipment shall be returned to UNAIDS at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNAIDS, 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 UNAIDS for equipment determined to be damaged or degraded beyond normal wear and tear.

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## 7.24 Insurance and Liabilities to Third Parties

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.

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

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

- a) Name UNAIDS as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS;
- c) Provide that UNAIDS shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.



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

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### **7.25 Settlement of Disputes**

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

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### **7.26 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.

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### **7.27 Authority to Modify**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNAIDS unless provided by an amendment to this Contract signed by the authorized official of UNAIDS.

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### **7.28 Privileges and Immunities**

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNAIDS in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

## **8. PERSONNEL**

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### **8.1 Approval of Contractor Personnel**

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor. All of the Contractor's employees, subcontractors or agents performing work under this Agreement must have appropriate levels of experience and be adequately trained to perform the services. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor personnel.

The Contractor acknowledges that the skill and experience of the Contractor's personnel proposed to be assigned to the project are material elements in UNAIDS engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of UNAIDS.

UNAIDS may refuse access to or require replacement of any employee, subcontractor or agent of the Contractor if such individual renders, in the sole judgment of UNAIDS, inadequate or unacceptable performance, or if for any other reason UNAIDS finds such individual does not meet its security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business

days of receipt of written notice. The replacement will be comparable in skills required and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

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## 8.2 Project Managers

Each party shall appoint a qualified project manager (“Translation Coordinator”) UNAIDS shall serve as such party’s primary liaison throughout the course of the project including the Services. The Translation Coordinator shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project including the Services and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

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## 8.3 Foreign Nationals

UNAIDS reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee, agent or subcontractor of the Contractor assigned to work on the project. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

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## 8.4 Compliance with UNAIDS Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any UNAIDS policies and all UNAIDS reasonable written direction and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation, in addition to any other remedy available to UNAIDS in law or equity or under this Agreement.

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## 8.5 Ethical Behaviour

UNAIDS, the Contractor and each of the Contractor’s subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of this Agreement.

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## 8.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that UNAIDS may elect to engage Third Parties to participate in or oversee certain aspects of the project and that UNAIDS may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its subcontractors and their employees and agents cooperate, in good faith, with such Third Parties and with any UNAIDS in-house resources.

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**PROPOSAL SUBMISSION AND ACCEPTANCE FORM**

Project: Translation Services from English to French, English to Spanish and English to Russian for the establishment of Long Term Agreements

TO: UNAIDS  
20 Avenue Appia, 1211 Geneva 27  
Switzerland

Dear Sir/Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I/we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

I/we undertake, if our proposal is accepted, to enter into a Long Term Agreement with UNAIDS.

I/we understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009 \_\_.

Signature

(in the Capacity of)

Duly authorized to sign proposal for and on behalf of:

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**FINANCIAL PROPOSAL FORM**

Project: Translation Services from English to French, English to Spanish and English to Russian for the establishment of Long Term Agreements

TO: UNAIDS  
20 Avenue Appia, 1211 Geneva 27  
Switzerland

Dear Sir/Madam:

Having examined the Solicitation Documents, I/we am/are pleased to submit the following bids for the services to be provided:

Services from English into: \_\_\_\_\_ (Type French, Spanish or Russian)

- |  |                         |
|--|-------------------------|
| 1. Translation from English into chosen language | USD XXX per 1000 words. |
| 2. Revision of the translated text:              | USD XXX per 1000 words. |
| 3. Proofreading and corrections:                 | USD XXX per 1000 words. |

I/we understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Signature

(in the Capacity of)

Duly authorized to sign proposal for and on behalf of: