

## Annex-A

### TERMS OF REFERENCE (ToRs)

**To establish 2 + 1 year Frame Agreement (FA) for provision of translation and interpretation services including equipment for UNHCR, Iraq**

#### 1. Background

UNHCR Iraq intends to contract qualified companies/individuals to provide professional interpretation and translation services with relevant skills and experience in accordance with this ToRs.

#### 2. Estimated duration of Frame Agreement (FA)

The FA signed under this ToR is expected to have a duration of 2+1 years. The initial term would be for two (2) years with possibility of extension for the third (3rd) year subject to the satisfactory performance and continuing need for the service.

#### 3. Requirement

The Contractor shall carry out the following activities:

##### 3.1 Interpretation Service

- The Contractor will be required to provide onsite oral translation from **English to Arabic and Arabic to English** in the requested mode (i.e. simultaneous, consecutive, whisper) for UNHCR conferences, workshops, press releases, etc. The Contractor is required to provide interpreters with a good understanding and familiarity with UN/UNHCR terminologies, including but not limited to, public international law, international refugee law, international human rights law, international humanitarian law, international criminal law, Iraqi laws and policies, terminology used in relation to internally displaced persons, statelessness, gender-based violence, child protection, sexual harassment and exploitation, abuse of authority, peaceful coexistence/social cohesion and other related issues.
- **Interpretation Communication System/Equipment** – The Contractor will be required to provide interpretation equipment such as sound system, microphones for podiums, cordless mics, headsets with all wireless and connections (the cost shall be quoted separately).
- **Other Equipment** - In addition to the sound system, other equipment might be requested such as data projector, headsets/receiver, flipcharts, markers etc.

##### 3.2 Translation Service

- The Contractor will be required to translate UN publications, other documents and materials, including but not limited to, reports, newsletters, brochures, conference minutes, statements and press releases from **English to Arabic and Arabic to English**. It is a MUST that the Contractor has a good understanding and familiarity with UN/UNHCR terminologies, including but not limited to, public international law, international refugee law, international human rights law, international humanitarian law, international criminal law, Iraqi laws and

policies, terminology used in relation to internally displaced persons, statelessness, gender-based violence, child protection, sexual harassment and exploitation, abuse of authority, peaceful coexistence/social cohesion and other related issues.

#### **4. Scope of Work - Interpretation Service**

- 4.1 The interpreters shall be available at the time requested by UNHCR. One working day is 8 hours excluding lunch hour. Interpreters may be requested/ expected to stay beyond the 8 hours schedules.
- 4.2 The Contractor is responsible for ensuring timely travel arrangements, hotel accommodation and any other requirement for the interpreters while on site to provide the requested services.
- 4.3 The Contractor is responsible for verifying the professional and academic qualifications and relevant experience of the proposed interpreters engaged to provide the service. Besides their language skills, professionalism and their working ethics must also be considered. They should have good working experience and proven record in the field of translation.
- 4.4 Interpreters shall be in venue as per time scheduled provided by UNHCR.
- 4.5 The company should have back up /standby interpreters in case of illness or accidents.

#### **5. Scope of Work - Translation Service**

- 5.1 The Contractor shall translate UN publications and other materials including reports, newsletters, brochures, conference minutes, statements and press releases from English to Arabic and from Arabic to English.
- 5.2 The Contractor shall ensure the text uses UN/UNHCR standard terminology wherever applicable (using Glossary provided by UNHCR), and that the language, format and styles are kept consistent.
- 5.3 The Contractor shall ensure that the translated text is linguistically, semantically and grammatically correct, free of error, and meets the requested deadline.
- 5.4 The Contractor shall submit the translated text to UNHCR electronically (in MS Word format) for verification and clearance before printing.
- 5.5 The Contractor shall provide additional service to prioritize urgent translation jobs as needed, particularly in relation to major publications with tight deadlines and launch dates.
- 5.6 The Contractor shall incorporate amendments made by UNHCR to the translated text as well as any last-minute changes/corrections, as and when requested.
- 5.7 The Contractor shall ensure the text mirrors the original text. This shall include, but not limited to, reference, footnotes, formats, diagrams, figures, tables, charts and table of contents etc.

#### **6. Expected Deliverables**

The expected deliverables are the following:

##### **6.1. Interpretation Service**

- High quality interpretation services in the requested mode (simultaneous, consecutive, whisper) compliant with UN specifications, standards and job orders.
- The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the Contract.

- The Contractor shall continue to be bound by this undertaking even after completion of the tasks and end of the contract.
- The Contractor must sign the purchase order issued by UNHCR prior to commencement of any job or work on any assignment.

## **6.2 Translation Service**

- High quality translation service compliant with UN specifications, standards and job orders.
- The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the Contract.
- The Contractor shall continue to be bound by this undertaking even after completion of the tasks and end of the contract.
- Contractor must sign the purchase order issued by each UNHCR prior to commencement of any job or work on any assignment.
- Fees will be paid based on the agreement /purchase order as per the agreed rates for the actual service delivered, and contractor's invoice upon satisfactory completion of each job. The delivery date shall be proportionate and reasonable.

## **7. Frequency of services**

### **7.1 Interpretation Service**

- Estimated number of events per year both inside and outside International Zone, Baghdad are from 8 (eight) to 12 (twelve).

### **7.2 Translation Service**

Translation service will be requested on an ad hoc basis whenever the office requires the service. The estimated requirement for translation service is provided in Annex B - Financial Offer Form for Translation Service

## **8. Qualification and Experience**

### **8.1 General Qualification applied to Interpretation/Translation Services:**

- The service provider should be a firm registered with the Government of Iraq;
- Service provider applying as an individual and not as a company will have to be registered with the relevant authority of the government of Iraq and certified to provide interpretation and translation service. Registration and certification documents must be submitted with offer.
- Proven interpretation and or translation industry track record
- Relevant experience with the UN is an asset and all things being equal companies with UN experience will be given preference.

### **8.2 Technical qualification of interpreters**

8.2.1 University bachelor's degree in the relevant field (Linguistics, Translation and Interpreting Studies).

8.2.2. Fluency in English and Arabic and possess certificates in interpretation issued by recognised Institutions.

8.2.3. Ability to provide high quality interpretation service in the requested mode (simultaneous, consecutive, whisper) compliant with UN standards or that of any other international organization.

8.2.4. Sound general knowledge and understanding of UN/UNHCR terminology in the following areas:

- Public international law
- International refugee law
- International human rights law
- International humanitarian law
- International criminal law
- Iraqi laws and policies
- Internally displaced persons
- Statelessness
- Gender-based violence
- Child protection
- Peaceful coexistence/social cohesion
- Other related issues
- Sexual exploitation and abuse of authority
- Sexual harassment
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8.2.5. Ability to work under pressure and flexibly to meet strict deadlines;

## **9. Technical qualification of translators**

9.1 University bachelor's degree in the relevant field (Linguistics, Translation and Interpreting Studies)

9.2 Fluency in English and Arabic and possess certificates and/or diplomas in translation issued by recognised Institutions/universities or government authority.

9.3 Ability to provide high quality translation service compliant with UN standards.

9.4 Sound general knowledge and understanding of UN/UNHCR terminology in the following areas:

- Public international law
- International refugee law
- International human rights law
- International humanitarian law
- International criminal law
- Iraqi laws and policies
- Internally displaced persons
- Statelessness
- Gender-based violence
- Child protection
- Peaceful coexistence/social cohesion
- Sexual exploitation and abuse of authority
- Sexual harassment
- Other related issues

9.5 Familiarity with, including but limited to, translation software, terminological research, compilation of glossaries, as well as MS word, MS Excel, MS power point, and Adobe Reader;

9.6 Ability to work under pressure and flexibly to meet strict deadlines;

9.7 Ability to produce a high volume of quality content.

## **10. Minimum Eligibility Criteria**

- **Valid Business Registration:**

The service provider (either for translation or for interpretation services or for both) should be a firm registered with the Government of Iraq. The service provider applying as an individual and not as a company will have to be registered with the relevant authority of the government of Iraq and certified to provide the relevant service. Registration and certification documents must be submitted with offer.

## **11. Performance Evaluation**

- **Performance indicators for evaluation of results:** Each assignment will be evaluated by UNHCR and feedback sent by e-mail or telephone conversation to the contractor after reviewing each job.
- **Frequency of Performance Reviews: Unless** otherwise requested by the Contract Manager, a performance review will be conducted on an annual basis.

## **12. Conditions of Payment**

Payments shall be made within 30 days after receipt of invoices following satisfactory service delivery for the actual service delivered.

For translation service, price will be calculated at the rate of 250 words per page, which may include descriptions, figures or tables. Price for translation service must be quoted per 250 words basis.

## **13. Evaluation of Tender**

The technical evaluation of proposals will be carried out by UNHCR Technical Evaluation Committee (TEC) for company or an individual which will meet the mandatory criteria as mentioned in the RFP document.