

**TERMS OF REFERENCE & INVITATION TO TENDER FOR:**  
**Framework Agreement for English - Modern Standard Arabic Translation Services**  
**Tender reference: 2022-12**  
**Date of publication: 29/11/2022, corrected version: 02/12/2022**  
**Deadline for submission: 13/12/2022, 23:59 CET**

**There has been a mistake in the previous version, please use this version instead.**

Eurodad is a network of 60 NGOs across Europe, working on development finance advocacy. Our focus is on strengthening the power of European CSOs, working as part of a global movement to push governments and powerful institutions to adopt transformative changes to the global economic and financial system. More information can be found on our [website](http://www.eurodad.org).

Our working language is English. However, many of our audiences are based in Arabic-speaking countries. Regular translations of communications material from English to Modern Standard Arabic will therefore be required, often with tight deadlines.

For an overview of our publications, see our reports section: <https://eurodad.org/reports/index>

### Objectives of the contract

Eurodad is looking for a highly qualified native or near native translation service provider with experience in translating technical documents to provide periodic translation services from English to Modern Standard Arabic (and occasionally from Modern Standard Arabic to English) of reports, briefings, website text and other written materials.

### Outputs for this contract

The volume of work may vary depending on demands in any given year, however we estimate that there will be requests for a total of up to 200 pages of translation per year (roughly 3 reports and 5 briefings). The selected translation service provider will produce:

- High quality translations from English to Modern Standard Arabic of reports (+/- 24-40 pages), briefings (+/- 4-20 pages) and other longer or shorter communications materials.
- The translations will be proofread and the consultant may be requested to carry out at least one round of revision. Furthermore, each translation must follow these quality requirements:
  - it is complete (without unjustified omissions or additions);
  - it is an accurate and consistent rendering of the source text;
  - the formatting of the original text has been maintained;
  - it contains no terminology, syntactical, spelling, punctuation, typographical, grammatical or other errors;
  - any specific instructions given by Eurodad are followed; and the agreed deadline (date and time) is scrupulously respected.

Eurodad would have the right to request a second revision for correction of deliverables, should it not be considered in line with requirements, with no extra costs to be charged to Eurodad.

### Contract timeline

The contract will be a framework agreement for as-needed services to be provided between 1 January 2023 and 31 December 2024 (or until the upper budget limit of 30,000€ has been reached – whichever comes first). Within this period, Eurodad will always aim to give as much notice as possible for translation requests. The deadline will be given by Eurodad upon request for translation.

During office hours of working days, we would hope to allow for the following timeframes:

- We may ask for some short outputs to be produced by the following day, so we are looking for flexibility within reason
- For a major report, we would aim to allow 7-10 days for translation
- For a briefing, we would aim to allow 3-5 days for translation
- For a shorter piece, we would allow 1 day

### Technical specifications

- Documents may vary from 1 page to lengthy reports (24-40 pages).
- Content of the documents will generally be written in a style that aims to be easily accessible to a variety of audiences, including someone new to the topics covered by the documents – with clear language and explanations of technical terminology. Nevertheless, the documents will cover content related to economic justice and make use of specific terminology relevant to this work. Thus, experience working with documents related to this theme would be a significant asset.

### Practical arrangements

- Documents for translation and the translated output will be exchanged by email.
- Any request for translation will be made and agreed by both parties by email under the conditions laid out in a framework contract signed with the selected translator.
- The consultant must be available throughout the entire period of the framework agreement.

### Selection criteria

Eurodad selects suppliers/consultants to be awarded for a contract based on best value for money. For this tender, the following criteria will be considered:

1. **Cost**
2. **A minimum of 3 years of experience:** *translating for Civil Society Organisations, UN bodies, or other relevant clients.*
3. **Familiarity with the theme of economic justice and terminology related to tax justice, debt justice, development finance and/or other related topics will be considered a strong advantage.**
4. **Evidence of capacity and reliability:** *based on Eurodad's past positive experience with bidder, references from other organisations or evidence of similar contracts in the past.*
5. **Commitment to Eurodad's values:** *a demonstrated commitment to promotion of economic justice.*
6. **Quality of translation:** *bidders are requested to do a short translation sample, as proof of the quality of the translation, see Annex 1.*

Please note: The bidder must have legal residency in the European Union. Bidders from outside of the European Union are not eligible.

## Exclusion criteria<sup>1</sup>

If any of the following are true for the bidder at the time of submitting their tender, or at any time during the procurement process, they will be excluded from consideration for winning a contract with Eurodad. The bidder may also be blacklisted for participation in future Eurodad procurements. By submitting a tender, the bidder declares that they are not in one of the following situations:

- a) *They are bankrupt, subject to insolvency, or being wound up, are having their assets administered by a liquidator or by a court, have entered into an arrangement with creditors, have suspended business activities, or are in any such situation arising from a similar procedure provided for in national (or EU) legislation or regulations;*
- b) *They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with applicable laws;*
- c) *It has been established by a court's final judgment or by a final administrative decision that the bidder is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the bidder belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence. This includes:*
  - i. *misrepresenting the information required as part of this procurement procedure*
  - ii. *entering into agreement with other persons with the aim of distorting competition*
  - iii. *violating intellectual property rights*
  - iv. *attempting to influence the decision-making process during this procurement procedure*
  - v. *attempting to get confidential information that might give an unfair advantage in the procurement procedure*
- d) *It has been established by a court's final judgment that the bidder is guilty of any of the following:*
  - i. *fraud*
  - ii. *corruption*
  - iii. *relations with a criminal organisation*
  - iv. *money laundering or terrorist financing*
  - v. *terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting or attempting to commit such offences*
  - vi. *child labour or other offences related to trafficking of human beings*
- e) *In the past, the bidder has shown significant failures in complying with the main obligations of a procurement contract with the client or financed by the European Union, which led to early termination or other contractual penalties, or which was discovered during checks or audits.*
- f) *It has been established by a court's final judgment or by a final administrative decision that the bidder has committed an irregularity.<sup>2</sup>*
- g) *It has been established by a court's final judgment or by a final administrative decision that the bidder has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.*

<sup>1</sup> These exclusion criteria are in compliance with the 1 Aug 2020 PRAG (the Practical Guide on contract procedures for European Union external action), Section 2.6.10.1.

<sup>2</sup> The European Union defines 'irregularity' as "any infringement of a provision of Community law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the general budget of the Communities or budgets managed by them, either by reducing or losing revenue accruing from own resources collected directly on behalf of the Communities, or by an unjustified item of expenditure." (Article 1(2) of Council Regulation (EC, Euratom) No 2988/95)

- h) It has been established by a court's final judgment or final administrative decision that the bidder has been created with the intent described in point (g)*

If Eurodad has any reason to be concerned that the bidder may be in one of these situations, Eurodad may request appropriate evidence. Additionally, if the bidder is selected for a contract, Eurodad will confirm that the contractor is not included in the list of EU restrictive measures (sanctions list)<sup>3</sup>.

### How will Eurodad decide who wins the contract?

Eurodad has a Tender Committee made up of at least four members who will open and evaluate all tenders received. We will first check that all tenders are complete and submitted on time. Incomplete or late tenders will be rejected. We will then evaluate the tenders against the Selection Criteria listed above and select the supplier which offers the lowest price and best matches all the other Selection Criteria. Any supplier who matches one of the Exclusion Criteria will be rejected.

### Anti-fraud policy

Eurodad has a zero-tolerance approach towards corruption and fraud in all its forms. Eurodad aims to prevent fraudulent activities and to respond to any allegations or potential fraud swiftly and effectively. If the bidder or any member of staff is aware of any corrupt or fraudulent activities in relation to this procurement process, they are requested to report it to Eurodad's Director ([jsaldanha@eurodad.org](mailto:jsaldanha@eurodad.org)) immediately.

### Privacy policy

If you decide to submit a tender to this call, please note that Eurodad will keep your information and offer for at least 10 years as it is legally required as supporting documentation for our donors even if you are not selected for the contract. For more information about our privacy practices please visit [Eurodad's website](http://eurodad.org).

### Payment

Bidders should be aware that if they are selected for this contract, payment will be made on the following terms: payment only after delivery of each written translation product, and following submission of an invoice.

### Instructions for submitting tenders

**Deadline:** Tenders must be submitted no later than **13/12/2022, 23:59 CET**. Tenders submitted after this time will not be considered.

**Where and how to submit tenders:** Tenders should be submitted via email to [lhoffmeister@eurodad.org](mailto:lhoffmeister@eurodad.org) with the subject "Tender" and the tender reference: 2022-12

**Language of tenders:** The tenders must be in English.

### The submitted tender package must include:

- The complete offer with total prices and relevant details, including
  - Price per word
  - Prices should be given in EUR, exclusive of VAT.

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<sup>3</sup> In compliance with 1 Aug 2020 PRAG, Section 2.4

- The signed declaration on honour at the end of this document confirming that the bidder does not match any of the exclusion criteria.
- Companies must provide a copy of their company's registration document, as proof of their nationality in compliance with the European Union's Rules of Nationality. (Freelance consultants are exempt from this requirement).
- a CV
- If the bidder has not previously worked with Eurodad before, they should provide at least two previous employers' references.
- The translated sample text found in Annex 1.

Tenders which are incomplete or not submitted as described above will be excluded.

### Contact Person

If you have questions about the terms of reference or invitation to tender requirements, please send these in writing to Lena Hoffmeister at [lhoffmeister@eurodad.org](mailto:lhoffmeister@eurodad.org).

### Annexes

- *Annex1: Sample text for translation*

### Bidder information

<b>Name of bidder</b>	
<b>Legal status of bidder</b>	
<b>Nationality/country of registration</b>	
<b>Legal registration number of bidder</b> (or ID or passport number, if an individual)	
<b>VAT registration number</b>	
<b>Full legal address of bidder</b>	
<p><b>Does the representative or any member of the company have any personal or business relationship with Eurodad staff, its members, partners or its donors? Please declare any known relationships.</b></p> <p><i>(Eurodad will then determine if there is a conflict of interest for the supplier to participate in this procurement, or take extra measures to avoid a conflict of interest. Failure to disclose any known relationships may result in exclusion from participation in this or future procurements if such relationships are later discovered.)</i></p>	

### Declaration on honour

By signing this document, the bidder certifies that that they have read and understood this Invitation to Tender and that they are not in one of the situations listed above under *Exclusion criteria*. The bidder also certifies that all the information provided about the company under *Bidder information*, and any documents submitted with the tender are truthful and correct at time of signature.

**Name of legal representative**

**Location**

**Signature**

**Date**

## Annex 1

### **The clarion call for climate finance at COP27**

In early September, satellite maps were published showing that unprecedented flooding in Pakistan had submerged an area approximately the size of the United Kingdom. Infrastructure repairs are estimated at \$US 10 billion, and this does not even take into account loss of livelihoods, heritage sites, or other socio-economic costs. Unfortunately, in 2022, Pakistan's climate plight is one shared by many countries.

The unrelenting nature of climate change means that for some families in the global south, food and water are not on the table, and girls' access to education is off the table. Entire families and communities are displaced as they seek to escape floods and droughts. It is estimated that an additional 35-132 million people will be pushed into extreme poverty by 2030 if climate change is left unchecked. What's more, there is an almost 50 per cent likelihood that between 2022 and 2026 the world could temporarily exceed a global temperature of 1.5°C. In this scenario communities would experience climate impacts at a far higher magnitudes and frequency.

It is against this backdrop that the two-week UN Climate Conference (COP27) is taking place in Egypt. This year's COP will include three high-level ministerial opportunities to examine the current climate finance goal; the future goal; and the projects that need to be financed. Additionally, November 9th is Finance Day at COP27. Ministers should consider what is happening in Pakistan, the Cayman Islands, Somalia and other countries impacted this year, and agree on a path forward that adequately supports communities that are facing climate impacts. These are countries that share little historical responsibility for the causes of climate change but are being ravaged by its consequences.

A crucial job for developed countries attending COP27 will be to deliver high quality and sufficient quantities of climate finance. Indeed, the UNFCCC Executive Secretary opened up COP27 by saying "we need to enable enhanced finance to flow to addressing impacts". One issue at COP27 will be how to get developed countries to deliver on climate finance. It is shocking to see how far behind the agreed goal these countries actually are. To date, they have provided just over half - US\$ 418.4 billion out of the US\$ 800 billion - of the funding that should have been contributed between 2013 - 2020.

This increases the urgency for discussions at COP27 on setting a new global climate finance goal by 2024 so that countries in the global south do not have to bear the financial burden of tackling climate change on their own. It is particularly pressing as it is estimated that they need between \$US 5.8 - 5.9 trillion to implement their Paris climate Agreement action plans by 2030.

### **Too many loans, mounting debt - why better quality climate finance is vital**

One of the major issues that must be addressed at COP27 is the amount of loans that are being used. The way it stands now, once countries in the global south have repaid these loans (in most cases with interest) they will have essentially funded their own climate action, despite historically contributing the least to causing climate change. More than 70 per cent of climate finance was provided as loans in 2020. This has also impacted national debt levels in countries in the global south and driven down funding for public services, such as access to drinking water in the wake of climate impacts. Instead of accruing debt in this way, an automatic debt suspension should be granted after a loss and damage event, as well as debt cancellation for all countries in need.