

RLS Southeast Asia

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25 August, 2016

Invitation to submit a tender for interpretation and translation service (German-Vietnamese-German)

Dear Sir/Madam,

The Rosa Luxemburg Foundation, Southeast Asia office would like to conclude a multiannual general interpreting and translation services agreement.

We would like to award these services through a bidding process to skilled and efficient applicants.

We hereby request you to submit your binding offer.

The contracts will be awarded in the form of two separate lots, i.e. lot 1 for interpreting services and lot 2 for translation services.

You can submit either individual offers for lot 1 or 2, or an offer for both lots together.

Your offer must be accompanied by the documents in the appendix, completed and signed, as well as proof of your capability. (You include your professional career CV including three referees).

In this context, please note that only the terms of order and agreement – see appendix - apply.

Deadline for the submission of offers: 15 September, 2016

All other dates and periods can be found under the respective lot. In order to treat all submissions equally, we will not be able to evaluate late or incomplete submissions of offers.

If you have questions, please contact us.
Your contact person is: Mrs Nguyen Le Hang, Office Manager of RLS Southeast Asia.
E-mail address: nguyen.lehang@rosalux.org

We look forward to receiving your offer.

Kind regards,

.....
Name, signature

Appendix:

- Terms of order and agreement
- Appendixes to the offer; Appendix 1: lot 1; Appendix 2: lot 2

Terms of order and agreement of the Rosa Luxemburg Foundation, Southeast Asia office (employer) for the conclusion of a general interpreting and translation services agreement

1. Subject matter of the general agreement

To fulfil its educational mission and the associated qualitative requirements of text translation and interpreting of the spoken word at conferences and other educational events of the foundation, the Rosa Luxemburg Foundation, Southeast Asia Office intends to conclude general agreements in two lots (lot 1 for interpreting services, and lot 2 for translation).

With regard to lot 1, the contractual partner shall support the employer in the interpreting of spoken contributions at conferences and other events, and with regard to lot 2, in the translation of texts relevant to its educational work. One important requirement is: (a) professional work experience with political education such as political workshops, events and so on, (b) proven familiarity with left-wing politics, knowledge of left-wing societal-theoretical and political debates and knowledge of the relevant terminology.

The aim is to ensure best quality in translation and interpreting services, grounded in excellent language skills and a command of terminology specific to the main topics of the Rosa Luxemburg Foundation.

2. Terms and execution periods

The agreement has a term of 36 (thirty six) months.

The execution of the agreement starts with the placement of an order.

The awarding of individual offers is based on these terms of order and agreement.

3. Detailed description of tasks

3.1. Lot 1 Interpreting assignments

Interpreting services require linguistic and subject-related competences in the respective languages as well as a familiarity with left-wing politics (cf. item 1).

In particular, the focus is on interpreting the spoken word at conferences, seminars and workshops, etc. of the Rosa Luxemburg Foundation.

- The following regulations governing assignments outside of the main place of action shall apply:
Booking of flights or train tickets and accommodation in Vietnam are to be made exclusively by the employer. Upon assignment of the service, travel arrangements are to be promptly coordinated with the employer. Travel expenses are to be

submitted together with the invoice for services. Please attach the corresponding tickets and receipts.

In preparation for the first assignment, the employer shall provide a short briefing and answer questions regarding its guidelines.

For the sake of economic efficiency, travel arrangements can also be made by the contractor. However, it must be noted that three quotes (for flights and accommodation) must be provided and that the method of transport with the lowest total cost is to be chosen. This is required according to the directive on financial support. You are also required to issue an award notice.

- All other costs incurred shall be deemed to have been covered with the remuneration set out in the price list;
- With regard to consecutive interpreting, it may be decided, in coordination with the contractor, depending on the duration of the assignment, whether one or two interpreters are needed;
- The same shall apply to whispered interpreting (chuchotage);
- The employer agrees to provide the interpreter with the relevant material for linguistic and subject-related preparations in the run-up to the assignment;
- Interpreting is to be provided in different proportions for each language:

The main languages are: German and Vietnamese

The contractor shall confirm acceptance of the order within three working days.

- **Rights of use clause for interpreting services:**

a. The contractor grants the RLS the right to use the texts and audio recordings translated by him/her for the RLS for **non-commercial purposes** for its educational work in whole or in part, in analog or digital format for all known kinds of use, in particular to duplicate, distribute, exhibit, present, make publicly accessible on the Internet, send or edit. The contractor grants the RLS the aforementioned rights exclusively and unrestrictedly in terms of time and place. The RLS shall be entitled to transfer those rights to third parties in whole or in part without obtaining any further consent.

b. All claims on the part of the contractor concerning the granting of rights pursuant to sec.1 and 2 are deemed to be fully covered by the remuneration agreed respectively for the individual assignments.

- **Employment of vicarious agents (subcontractors)**

In coordination with the employer, the contractor may assign qualified vicarious agents to whom the same conditions apply as for the main contractor. The main contractor shall select these agents to the best of her/his knowledge and belief, complying with the criteria set out under item 1, "Subject matter of the general agreement. The employment of qualified vicarious agents does not in any way release the contractor from his/her responsibilities towards the employer.

- Obligations of the contractor

The contractor agrees to treat as confidential all documents and internal data received from the employer or its cooperation partners concerning the respective order, and to maintain secrecy towards third parties even after execution of the order. The obligation of secrecy shall also apply to unpublished results and project-related tasks. If the contractor is not able to carry out the assigned order, he/she shall immediately inform the employer. If the order is cancelled for reasons outside of the contractor's responsibility, the contractor shall be entitled to compensation for loss of earnings at a rate of one daily fee. In the case that the contractor cancels the order at short notice, the contractor shall provide a substitute interpreter that fulfils the criteria set out in the order description. If he/she fails to do so, the employer may charge the contractor one daily fee and any additional costs incurred in obtaining the necessary replacement.

- Submission of offer, review/evaluation of offers and assignment of services

- We will only evaluate offers from contractors who have filled out, signed with a legally binding signature and submitted the attached form together with the offer: price list (N.B. these must be fixed prices).
- All offers received are weighed according to the following criteria:
 - Price
 - Education background
 - Familiarity with left-wing politics
 - Professional working experience
 - Inter-cultural sensitivity

- Individual requests/assignment and accounting

For individual requests, the conditions set out under the aforementioned points shall apply. Individual assignments shall always be made in writing (via email). By submitting a binding offer, the contractor agrees to the aforementioned terms of agreement.

After the execution of the order, the contractor shall send the employer an invoice, stating the project number of the employer/general interpreting agreement according to individual assignments, and attaching the aforementioned receipts.

- Periods

- **Deadline for submission of a binding offer: 15 September, 2016**
- Beginning of the term of the agreement: 1 October, 2016

The placing of an order by the employer to the contractor constitutes a binding agreement.

4.2. Lot 2 translation assignments

The translation service requires (as in lot 1) linguistic and subject-related competences in the respective languages as well as a familiarity with the left-wing political spectrum and the corresponding specialist terminology (cf. item 1).

In particular, the focus is on the translation of texts related to the content of events, preparation for and follow-up to these events, and the exploitation of sources corresponding to academic standards and demands of the Foundation's topics.

- Translation services are to be provided (as in lot 1) in different proportions in each language:

German-Vietnamese and vice versa

- The contractor shall confirm acceptance of the order within three working days.

- **Completion periods**

Translation assignments are usually to be executed promptly. The completion period shall be determined for each individual assignment.

- In the case of special, highly specialist texts, the employer reserves the right to fall back on respective project partners that are familiar with the specific terminology and content.

- **Rights of use clause for written translations:**

a) The contractor grants the RLS the right to use the texts translated by him/her for the RLS for non-commercial purposes for its educational work in whole or in part, in analog or digital format for all known kinds of use, in particular to duplicate, distribute, exhibit, present, make publicly accessible on the Internet, send or edit. The contractor grants the RLS the aforementioned rights exclusively and unrestrictedly in terms of time and place. The RLS shall be entitled to transfer those rights to third parties in whole or in part without obtaining any further consent.

b) The contractor shall provide the RLS with the texts translated for the RLS *as a paper manuscript and as a Word document* and grant the RLS the ownership thereof.

c) All claims of the contractor concerning the granting of rights pursuant to sec.1 and 2 shall be deemed to be fully covered by the remuneration agreed respectively for the individual assignments.

- **Employment of vicarious agents (subcontractors)**

In coordination with the employer, the contractor may assign qualified vicarious agents, to whom the same conditions shall apply as for the main contractor. The main contractor shall select these agents to the best of her/his knowledge and belief and complying with

the criteria set out under 1, "Subject matter of the general agreement. The employment of qualified vicarious agents does not in any way release the contractor from his/her responsibilities towards the employer.

- **Obligations of the contractor**

The contractor agrees to treat as confidential all documents and internal data received from the employer or its cooperation partners concerning the respective order, and to maintain secrecy towards third parties even after execution of the order. The obligation of secrecy shall also apply to unpublished results and project-related tasks. If the contractor delays the completion of the order by two days after the agreed deadline or fails to fulfil the agreed performance for reasons he/she is responsible for, the employer shall be entitled to charge the contractor the additional costs as well as the actual costs incurred for the execution of the order by a third party.

- **Submission of offer, review/evaluation of offers and assignment of services**

- We will only evaluate offers from contractors who have filled out, signed with a legally binding signature and submitted the attached form together with the offer: price list (N.B. these must be fixed prices).
- All offers received are weighed according to the following criteria:
 - Price
 - Education background
 - Familiarity with left-wing politics
 - Professional working experience
 - Inter-cultural sensitivity

- **Individual requests/assignment and accounting**

For individual requests, the conditions set out under the aforementioned points shall apply. Individual assignments shall always be made in writing (via email). By submitting a binding offer, the contractor agrees with the aforementioned terms of contract.

After the execution of the order, the contractor shall send the employer an invoice, stating the project number of the employer/general translation services agreement according to individual assignments, and attaching the aforementioned receipts.

- **Periods**

- **Deadline for submission of a binding offer: 15 September, 2016**
- Beginning of the term of the agreement: 1 October, 2016

Common provisions for lot 1 and lot 2:

4. Liability

The contractor's liability for breach of contractual obligations towards the employer is limited to intention and gross negligence.

5. Taxes and social security contributions

Remunerations shall be subject to income tax or, if applicable, VAT. They are autonomously responsible for all statutory tax and social security contributions.

Translators and interpreters who are registered for VAT shall receive remuneration increased by the amount of VAT. The contractor shall indicate this to the employer and state this amount separately. The contractor shall fulfill all tax obligations autonomously.

6. Final provisions

- The placing of an order by the employer to the contractor shall constitute a binding agreement. The beginning of the agreement shall be the beginning of the term of the general agreement.
- Modifications and amendments to this agreement shall be made in writing. Should individual provisions of the agreement become invalid, this will not affect the validity of the remaining provisions.
- The contractor shall ensure that all persons entrusted by him/her with the fulfilment of contractual obligations carefully observe statutory regulations on data protection, and refrain from forwarding information, unless it is evident, received from the employer to third parties or use it otherwise.
- Hanoi is agreed as the place of jurisdiction for any disputes arising in connection with this agreement.

Appendix:

Lot 1: price list with approval of the aforementioned conditions of order and agreement

Lot 2: price list with approval of the aforementioned conditions of order and agreement

The conditions of order and agreement consist of 8 pages and 2 appendixes.
