REQUEST FOR PROPOSAL (RFP)

Proposal for Simultaneous Interpretation Services

The International Seabed Authority is seeking Proposals from qualified consultants or firms for Simultaneous Interpretation Services for the meetings of its subsidiary organs.

All Proposals must be expressed in the English language and should be valid for a minimum period of 60 days.

To access the necessary requirements, the relevant documents and forms can be downloaded from the ISA website at http://bit.ly/2mAOJWl.

The RFP remains valid until 28 April 2017 and may be submitted via email or courier mail to:

RFP/ISA/Simultaneous Interpretation
International Seabed Authority
14-20 Port Royal Street
Kingston
Jamaica
Email: RFP@isa.org.jm
Attention: Ghislain Maertens, Director, Office for Administration Services
REQUEST FOR PROPOSAL (RFP)

The International Seabed Authority (the Authority) seeks Proposals for Simultaneous Interpretation Services for the meetings of its subsidiary organs.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal. Proposals may be submitted on or before April 28 via email or courier mail to the address below:

“RFP/ISA/Simultaneous Interpretation
International Seabed Authority
14-20 Port Royal Street
Kingston
Jamaica
Email: RFP@isa.org.jm
Attention: Ghislain Maertens, Director, Office of Administrative Services

Your Proposal must be expressed in the English language, and should be valid for a minimum period of 60 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by Authority after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed, in pdf format, and free from any virus or corrupted files.

All services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness to the requirements) of the RFP and all other annexes in accordance with the Authority’s requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria, and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.
Any discrepancy between the unit price and the total price shall be re-computed by the Authority, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on the Authority’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by the Authority after it has received the Proposal. At the time of Award of Contract or Purchase Order, the Authority reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of the Authority, herein attached as Annex 3.

Please be advised that the Authority is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

The Authority encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to the Authority if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

The Authority implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against it, as well as third parties involved in its activities. The Authority expects its Service Providers to adhere to the ISA Supplier Code of Conduct.

Thank you and we look forward to receiving your Proposal.

Yours Sincerely,

Ghislain Maertens
Director
Office of Administrative Services
Annex 1

Description of Requirements

Invites for applications from suitable companies that provide simultaneous Interpretation Services

CLOSING DATE: April 28, 2017
DURATION: Two weeks in February-March and three weeks in July/August

<table>
<thead>
<tr>
<th>TERMS OF REFERENCE</th>
</tr>
</thead>
</table>
| **Hiring Office** | The International Seabed Authority  
14-20 Port Royal Street  
Kingston, Jamaica W.I.  
www.isa.org.jm |
| **Background** | The Authority is an autonomous international organization established under the 1982 United Nations Convention on the Law of the Sea and became fully operational in 1996. It is located in Kingston, Jamaica, and one of its broad functions is providing meeting services for the organs of the Authority: Assembly, Council, Legal and Technical Commission and Finance Committee. |
| **Purpose & Objective** | The Authority is seeking to contract the services of a company specialized in high quality simultaneous interpretation services for the meetings of the Legal and Technical Commission and the Finance Committee of the Authority. Interpretation is required in the six languages of the Authority: Arabic, Chinese, English, French, Russian and Spanish. Please refer to the Authority’s website www.isa.org.jm for related documents as a source of reference. |

| Location | Kingston, Jamaica, W.I. |
| Dates | Two weeks in February-March and three weeks in July/August |
| Duration and working schedule | Usually, 10.00am to 1.00pm and 3.00pm to 6.00pm. However, times may vary according to the needs of the organs of the Authority. During the July/August session, meetings of two organs of the Authority may be held at the same time for three days or up to one week. |
| Responsibilities | • Provide simultaneous interpretation, as required, of speeches, discussions and comments made by the participants  
• Service two 3-hour sessions per day, as a minimum  
• Deliver a clear interpretation by displaying a high level of concentration, accuracy and the ability to work under stress  
• Team Work skills to achieve best results possible  
• Expect to maintain confidentiality of the work performed |
| Required qualifications and Experience | • First level University Degree in English and/or other foreign languages  
• At least five years of professional simultaneous interpreting experience  
• Familiarization with the subject matter is a must  
• Proven experience of having worked with the United Nations is an advantage.  
• Experience with terminology of issues dealing with the Law of the Sea  
• Experience with different speaking styles and accents. |
| Selection of Contractor | Selection will be based on the principle of best value for money among the technically qualified candidates. The Authority is not obliged to inform bidders on any details about the selection and the outcome of the tender. |
| Supervision arrangements | Interpreters will work under the guidance of the Conference Services Manager together with the Secretaries of the organs of the Authority, who will provide an indicative programme of work and a daily update. |

Interested companies must complete a vendor form and send their proposal for simultaneous interpretation services, including an estimated quote, to the email address below. Please note that only short-listed companies will be contacted:

Re: Simultaneous Interpretation Services  
Director for Administrative Services  
International Seabed Authority  
14-20 Port Royal Street  
Kingston, Jamaica W.I.  
Email: RFP@isa.org.jm
Annex 2

Form for Submitting Service Providers Proposal \(^3\)

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery \(^4\))

[insert: Location].
[insert: Date]

To: [insert: Name and Address of International Seabed Authority focal point]

Dear Sir:

We, the undersigned, hereby offer to render the following services to the Authority in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the International Seabed Authority General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of the Authority by indicating the following:

a. Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;

b. Business Licenses – Registration Papers, Tax Payment Certification, etc.

c. Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;

d. Track Record – list of clients for similar services as those required by ISA, indicating description of contract scope, contract duration, contract value, contact references;

e. Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.

f. Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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\(^3\) This serves as a guide to the Service Provider in preparing the Proposal.

\(^4\) Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
C. **Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

a. Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;

b. CVs demonstrating qualifications must be submitted if required by the RFP; and

c. Written confirmation from each personnel that they are available for the entire duration of the contract.

D. **Cost Breakdown per Deliverable***

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Feb/Mar, 2 weeks one - organ (Refer TOR)</td>
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<td>2 Jul/August, 1 week - two organs (Refer TOR)</td>
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<td>3 July/August, 2 weeks one organ (Refer TOR)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
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</tbody>
</table>

*This shall be the basis of the payment tranches*

E. **Cost Breakdown by Cost Component [This is only an Example]:**

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Personnel Services</strong></td>
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<tr>
<td>1. Services from Home Office</td>
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<tr>
<td>a. Expertise 1</td>
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<tr>
<td>b. Expertise 2</td>
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<td>2. Services from Field Offices</td>
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<tr>
<td>a. Expertise 1</td>
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<td>b. Expertise 2</td>
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<td>3. Services from Overseas</td>
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<tr>
<td>a. Expertise 1</td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td><strong>II. Out of Pocket Expenses</strong></td>
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<tr>
<td>1. Travel Costs</td>
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<tr>
<td>2. Daily Allowance</td>
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<tr>
<td>3. Communications</td>
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<tr>
<td>4. Reproduction</td>
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<tr>
<td>5. Equipment Lease</td>
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<tr>
<td>6. Others</td>
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<tr>
<td><strong>III. Other Related Costs</strong></td>
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</tbody>
</table>

[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
Annex 3

1. LEGAL STATUS
The Contractor shall be considered as having the legal status of an independent Contractor. Agents or employees of the Contractor shall not be considered in any respect as being officials or staff members of the International Seabed Authority ("the Authority").

2. OBLIGATIONS
   (A) The Contractor shall neither seek nor accept instructions from any authority external to the Authority in connection with the performance of its services under this contract. The Contractor shall refrain from any action which may adversely affect ISA and shall fulfil its commitments with fullest regard for the interest of ISA. The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with ISA. Also the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of ISA or any abbreviation of the name of the Authority in connection with its business or otherwise.

   (B) Contractors shall exercise the utmost discretion in all matters relating to the discharge of their functions. Contractors may not communicate at any time to the media or any other person, institution, Government or authority external to the Authority of any information known to them by reason of their association with ISA which has not been made public, except by express authorization of the Secretary-General or his designate; nor shall Contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the Authority.

   (C) Confidential Information means information that:
   (i) is by its nature confidential;
   (ii) is designated by the Authority as confidential;
   (iii) the Consultant knows or ought to know is confidential; but does not include information which:
   (iv) is or becomes public knowledge other than by breach of this contract;
   (v) is in the possession of the Consultant without restriction to disclosure before the date of receipt from the Authority;
   (vi) has been independently developed or acquired by the Consultant.

   (D) In accordance with Article 168 of the United Nations Convention on the Law of the Sea, the Contractor shall not disclose, even after termination of its functions, any industrial secret, proprietary data which are transferred to the Authority in accordance with Annex III, Article 14, or any other confidential information coming to its knowledge by reason of this contract with the Authority. Breach of this condition may entail liability under Article 168.

   (E) The Authority may at any time require the Consultant to give a written undertaking, in a form required by ISA, relating to the non-disclosure of Confidential Information. The Consultant shall promptly arrange for all such undertakings to be given.

3. TITLE RIGHTS
   (a) The Authority shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Authority by the Contractor. At the request of the Authority, the Contractor shall
take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Authority in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the Authority shall rest with the Authority and any such equipment shall be returned to the Authority at the conclusion of this contract or when no longer needed by the Contractor. Such equipment, when returned to the Authority shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

4. TERMINATION OF CONTRACT
This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party (3 months) prior to the expiry date of the contract.

The Authority reserves the right to withdraw all or a portion of payment if performance is unsatisfactory, if work/output is incomplete, no delivered or for failure to meet deadlines.

5. ASSIGNMENT OF PERSONNEL
The Contractor shall not assign any person other than those accepted by ISA for work performed under this Contract.

6. INDEMNIFICATION AND INSURANCE
The Contractor shall indemnify, defend and hold and save harmless, at its own expense, the Authority and its officers, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including but not limited to all litigation costs and expenses, attorney’s fees, settlement payments and damages, arising out of acts or omissions of the Contractor or his employees or sub-Contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen’s compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the Contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of Contractor’s acts or omissions related to this Contract. The Contractor shall upon request, provide proof of such insurance. The Contractor acknowledges and agrees that none of the insurance agreements the contractor may make shall in any way be construed to limit the Contractor’s liability arising under or relating to the contract.

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

8. PRIVILEGES AND IMMUNITIES OF THE AUTHORITY
Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Authority.

9. SETTLEMENT OF DISPUTES

Amicable Settlement The Authority and the contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with
the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.

**Arbitration** Any dispute, controversy or claim between the parties arising out of the contract, or the breach, termination or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

10. **AMENDMENTS AND ASSIGNMENTS**

No change in or modification of this Contract shall be made except by prior written agreement between ISA and the Contractor. The Contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the Contractor’s rights, claims or obligations under this Contract except with the prior written consent of the Authority.

11. **OFFICIALS NOT TO BENEFIT**

The Contractor represents and warrants that no official to the Authority has been, or shall be, admitted by the Contractor to 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.

12. **OTHER PROVISIONS:**