

**AAOIFI CIPA Program**  
**Curriculum Translation (English to Arabic)**  
*Request for Proposal (RFP)*

04 January 2017

## RFP INFORMATION AT A GLANCE

TO:	Professional Specialized Translation Services
FROM:	AAOIFI Secretariat, Kingdom of Bahrain
DATE:	04 January, 2017
PURPOSE:	The objective of the RFP is to procure and compare translation services, revision, proofreading and terminology selection processes that would ensure the best quality level of output.
ACTION:	Review and respond to the attached Request for Proposal ("RFP")
PROPOSAL DUE:	Proposals must be received by AAOIFI no later than 23 January, 2017, by 3:00 pm, Bahrain Local Time/Arabia Standard Time (GMT +3)
SUBMISSION OF PROPOSAL	Complete and return by email to <a href="mailto:nominations@aoofi.com">nominations@aoofi.com</a>
ANTICIPATED APPROVAL DATE:	29 January, 2017

## 1. INTRODUCTION

### 1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to select suitable contractor(s) and consequently to enter into Translation Agreement (TA) with successful bidder/bidders (entities) for the provision of **Translation Services for AAOIFI's CIPA Program Curriculum (English to Arabic)**.

### 1.2 Background

AAOIFI, established in 1991 and based in Bahrain, is the leading international not-for-profit organization primarily responsible for development and issuance of standards for the global Islamic finance industry. It has issued a total of 97 standards in the areas of Shari'ah, accounting, auditing, ethics and governance for international Islamic finance. It is supported by numbers of institutional members, including central banks and regulatory authorities, financial institutions, accounting and auditing firms, and legal firms, from over 45 countries. Its standards are currently followed by all the leading Islamic financial institutions across the world and have introduced a progressive degree of harmonization of international Islamic finance practices.

In addition to its efforts in the area of standards development, AAOIFI provides two key professional development programs, namely Certified Islamic Professional Accountant (CIPA) and Certified Shari'ah Adviser and Auditor (CSAA).

AAOIFI is currently poised to translate the content of its newly revamped curriculum of Certified Islamic Professional Accountant (CIPA), originally issued in English, into Arabic. This program covers a wide array of topics including financial accounting and reporting for Islamic financial translations, auditing governance and ethics for Islamic financial institutions, Islamic law and Shari'ah characterization of Islamic financial products and services, the Islamic financial system and business environment, and so on.

CIPA program is designed to equip candidates with the requisite technical understanding and professional skills on accountancy for international Islamic banks and financial institutions. Through the CIPA program, candidates will gain advanced knowledge on:

- Objectives and concepts of financial accounting for international Islamic banks and financial institutions.
- Accounting rules and treatments for international Islamic banking and finance transactions.
- General presentation and disclosure for financial statements of international Islamic banks and financial institutions.
- Application of Shari'a for international Islamic banking and finance products and services.
- Effective governance and Shari'a compliance structures in international Islamic banks and financial institutions.

Visit web site at <http://www.aaofii.com>

## 2. Description of the Project (Terms of Reference)

### 2.1 Objectives

The objective of the translation project is to translate CIPA content and curriculum into Arabic language. It is expected that the outcome of the project will convey the meaning of the original text of the CIPA content to the Arabic speaking audience and to help the Islamic finance industry in Arab and Arab-speaking countries read and comprehend the modules/papers and all topics and concepts explained therein, and eventually sit for the exams.

The objective of the RFP is to procure and compare translation services, revision, proofreading and terminology selection processes that would ensure the best quality level of output.

## 2.3 Broad outlines & scope of work

1. Translation, revision and proof-reading of CIPA content/curriculum.
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 Islamic finance-related terminology in a variety of thematic fields: accounting, auditing, finance, governance, business and Shari'ah.
3. Ongoing study of feedback provided by the review committee via translations coordinator and to amend the vocabulary and style accordingly, and to send his/her own input for AAOIFI terminology database.
4. The service provider will be responsible for providing the work in electronic format (word document format).
5. The scope of each task, deadline for completion and other modalities will be mutually agreed upon through translations coordinator in writing in advance.
6. Translation of the Question Bank (QBank) comprising of approximately 6000 questions & answers covering the CIPA curriculum. NOTE: Price quotation for translation of QBank will however be submitted separately and independently of the Quotation for translation of CIPA content/curriculum. Winning the bid for the later project does not and will not automatically qualify the bidder a win for the former project. It is at bidder's discretion whether to bid for QBank at all. All functional requirements and defined characteristic of the service provider, however, will have to be met for the QBank translation project as well.

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## 3. Functional requirements

- Perfect mastery of the mother tongue (Arabic) and excellent knowledge of English (University degree or higher) –or the opposite-;
- Proficiency in methods and techniques specific to translation;
- Specialized knowledge of Islamic finance and accounting is a required advantage;
- Excellent drafting skills and good writing style;
- Sensitivity to the legal context and the target audience;
- Conformity with original, in text and substance;
- Use of business and finance oriented language;
- Uniformity of approach and uniformity of language, as well as, terms and conditions.
- All the original texts referred to in the CIPA content/curriculum from sources like Quran, Hadith and original Fiqh texts, shall be given proper care as to use most accurate and authoritative sources and references.

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### 3.1 Characteristics of the service provider

#### 3.1.1 Status

The service provider shall be an institution with relevant academic qualifications and professional experience. It must have the capability to line up a multi-discipline team. The translation team should include at least 7 members as follows;

- A. At least 4 linguistic translators with proficiency to translate from English to Arabic.
- B. At Least 1 legal, and 1 accounting experts with Islamic finance background who will review the translated work before submitting it to AAOIFI
- C. At Least 1 Shari'ah scholar with proficiency in Arabic and English who will review the translated work before submitting it to AAOIFI

#### 3.1.3 Previous experience

Technical knowledge in the field of Islamic Finance and/or accounting, preferably due to translation-related experience, will be a substantial advantage.

## 4. SCOPE AND APPROACH OF THE PROJECT

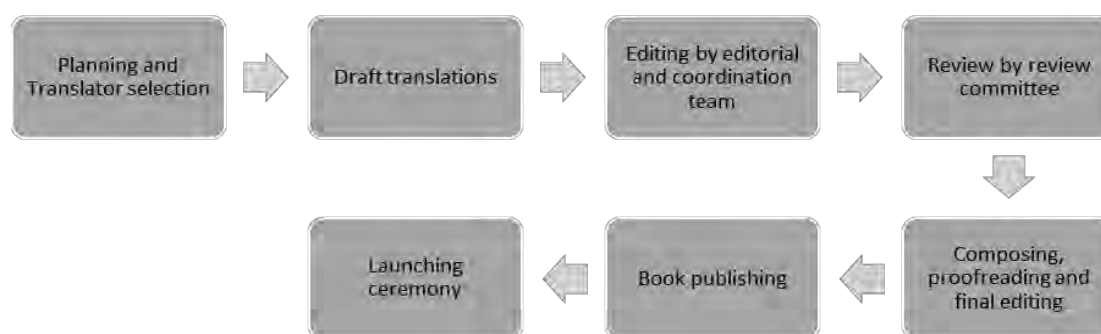
### 4.1 SCOPE

The scope of the translation will include the complete translation of the CIPA content text along with the preface, annexures and other ancillary material provided in the English version. The scope will also include a glossary of key terms in English and Arabic which will primarily be developed to support the translation project, but later will be added in publication for the benefit of the students/candidates.

The CIPA program consists of the following modules:

- 1- Auditing, Assurance and Ethics (AAE).
- 2- Financial Accounting and Reporting (FAR).
- 3- Shari'ah Standards and Sharia Governance (SHR).
- 4- Business and Regulatory Environment (BRE).

### 4.2 Overall Approach and Execution Steps



In phase 1, following two books will be translated: 1) Financial Accounting and Reporting (FAR) and 2) Auditing, assurance, and Ethics

In phase 2, following successful completion of phase 1, following two books will be translated: 1) Business and Regulatory Ethics (BRE), and 2) Shariah Standards and Shariah Governance

In phase 3, translation work on CIPA QBank will be carried out

### 4.3 Editorial and coordination team (contractor)

Editorial and coordination team shall consist of:

1. Project Coordinator.
2. Reasonably experienced Shari'a scholars, having excellent grip over AAOIFI's standards, preferably with AAOIFI certification;
3. Linguistic translator with excellent command over Arabic writing and understanding of Islamic finance and banking terminology;
4. An expert with Islamic finance background (academic and experience);

### 4.4 Responsibilities of the Editorial and coordination team:

The editorial and coordination team will be responsible for:

- Working with the help of translators on formation of a glossary of key terms in Arabic and English to support the overall translation process and additionally to serve as an added guidance to be attached to the translated book;

- Making sure the work progress is smooth and as planned and doing sufficiently frequent follow ups with the translators;
- First review of the translated work and editing with regard to the uniformity of language, terms and content;
- Review of document's formatting, and ensuring uniformity and standardization in the document's formatting, duly suitable to be included in the book, as soon as the work is finalized;
- Coordinating with the review committee members and sending them the individual units/modules for review;
- Arranging and attending the review committee's meetings, obtaining comments, recording minutes and record notes;
- Getting the corrections and amendments in the translation incorporated properly in the final versions; and
- Proof reading and final editorial review of the final content/curriculum.

#### 4.5 Review Committee:

The review committee will consist of accredited experts in the area of Islamic accounting and finance and Shari'ah, among others. The review committee should include at least two specialists in the Shari'ah having excellent command over Arabic and English, as well as, Islamic finance and may also include up to two experts in Islamic finance and banking having understanding of English language and excellent command over Islamic finance and banking, as well as, Arabic language. The review committee members shall be approved by the AAOIFI's Secretariat General.

## 5. INSTRUCTIONS TO BIDDERS

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

### 5.1 Timelines

<b>Announcement of RFP by AAOIFI</b>	5 Jan
<b>Inquiries and clarifications on technical, contractual, or commercial matters to be submitted by:</b>	15 Jan
<b>Submission of RFP by bidder to AAOIFI</b>	23 Jan
<b>Shortlisting of Bidders</b>	24 Jan
<b>Sending of Sample Material for translation to shortlisted bidders</b>	24 Jan
<b>Announcement of winning bidder</b>	29 Jan
<b>Contract signing and commencement of work</b>	1 Feb

### 5.2 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 AAOIFI shall be written in the English or Arabic language.

### 5.3 Intention to Bid

**No later than 23 January 2017**, the bidder shall complete and return by email to AAOIFI ([nominations@aoifi.com](mailto:nominations@aoifi.com)) confirmation of the intention to bid.

### 5.4 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. AAOIFI will in no case be liable for such costs, regardless of the implementation or outcome of the procurement process.

## 5.5 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify AAOIFI via email at the following address not later than 15 January 2016:

Email for submissions of all queries: [nominations@aoofi.com](mailto:nominations@aoofi.com)

AAOIFI 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 AAOIFI's 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 AAOIFI 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 AAOIFI officials concerning the RFP process for the provision of **Translation Services from English to Arabic** 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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## 5.6 Format and Signing of Proposals

Bidders shall submit the complete proposal by the closing date set forth in section 4.10 in forwarding respectively to registered email account the qualification profile together with the signed acceptance form and the Price Proposal forwarded to [nominations@aoofi.com](mailto:nominations@aoofi.com)

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## 5.7 Marking of Proposals

The complete proposal must be sent to [nominations@aoofi.com](mailto:nominations@aoofi.com) and in the subject line should indicate the following information:

**RFP – Translation Services [English to Arabic] – [Name of the bidder]**

The proposal should include:

- The technical profile of the bidder.
- Statement of work and timeline.
- The financial proposal.
- The translation team, editorial board's names and detailed CVs.

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## 5.8 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 AAOIFI. In exceptional circumstances, AAOIFI may solicit the bidder's consent to an extension of the period of validity. The request and responses shall be made in writing. Any bidder granting the request will neither be required nor permitted to modify its proposal.

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## 5.9 Closing Date for Submission of Proposals

**Proposals must be submitted to AAOIFI at the address specified in section 4.8 no later than 23 January 2017, 3:00 p.m. Bahrain local time/Arabia Standard Time (GMT+3).**

AAOIFI 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 AAOIFI after the closing date for submission of proposals will be rejected. Only copies forwarded to the registered email account are acceptable as official bid entries.

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## 5.10 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 AAOIFI 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 5.8

Email for withdrawal of proposal: [nominations@aoofi.com](mailto:nominations@aoofi.com)

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

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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## 5.11 Receipt of Proposals from Non-invitees

This RFP is opened to all qualified bidders.

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## 5.12 Amendments to the RFP

At any time prior to the closing date for submission of proposals, AAOIFI 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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## 5.13 Proposal structure

The proposal put forth by bidders should contain the information set out in section 4.14.1-3 above.

### 5.13.1 Proposal Submission and Acceptance Form

The bidder's proposal must be accompanied by the proposal submission and acceptance form (See appendices) duly signed.

### 5.13.2 Qualification Profile

The bidder's proposal must be accompanied by the qualification profile template fully completed.

### 5.13.3 Financial Proposal

The financial proposal should cover the full contracting period and proposed a standard fee per 1,000 words. Financial proposal should be denominated in US Dollar. A standard template that must be used by bidders is attached at the end of the document (see appendices).

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## 6. OPENING AND EVALUATION OF PROPOSALS

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### 6.1 Opening of Proposals

A committee formed by AAOIFI will study the proposals at AAOIFI's headquarters in Manama, Kingdom of Bahrain, and record all received proposals.

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## 6.2 Clarification of Proposals

AAOIFI may, at its discretion, asks a bidder for clarification about qualifications and experience to assist in the examination, evaluation and comparison of potential 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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## 6.3 Preliminary Examination of Proposals

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

**Please note that AAOIFI is not bound to select any of the firms/institutions/group of professionals submitting proposals.** Furthermore, a contract will be awarded in respect of the proposal which is considered most responsive to the requirements of the project in question. Also, due consideration will be given to AAOIFI' general principles, including budgetary constraints and efficiency, and AAOIFI is under no obligation in any way to select the individual, and/or firm/institution offering the lowest price.

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## 6.4 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 AAOIFI 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;
- the time required to complete the work (double weightage will be given to the most competitive timelines);
- 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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## 6.5 Financial Proposal Evaluation

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

## 7. AWARD OF CONTRACT

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### 7.1 Award Criteria, Award of Contract

Technical evaluation: Passing the technical test requires a minimum of 70% as confirmed by the interview panel for meeting the technical requirements by a bidder. 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:

$$\text{Points for the Price Component of a proposal being evaluated} = \frac{[\text{Maximum number of points for the Price Component}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$$

AAOIFI 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 basis or justification for the AAOIFI action.

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

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

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

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## 7.2 AAOIFI Right to modify Scope or Requirements during the Proposal Process

AAOIFI reserves the right, at any time during the proposal process, to modify the scope of services specified in the RFP. At any stage of the evaluation process, AAOIFI 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 AAOIFI.

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## 7.3 AAOIFI Right to Extend/Revise Scope or Requirements at Time of Award

AAOIFI 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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## 7.4 AAOIFI's Right to enter into Contract Price Negotiations

AAOIFI 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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## 7.5 Signing of the Contract

Within 15 days of receipt of the Translation Agreement, the successful bidder shall sign and date the contract and return it to AAOIFI according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then AAOIFI has the right not to proceed with the selected bidder(s) and instead enter into contract with another bidder as it deems appropriate.

## **8. GENERAL AND CONTRACTUAL CONDITIONS (For companies/Institutions)**

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

1. responsibilities, indemnities and liabilities of the Contractor(s) and AAOIFI;
2. conditions concerning the termination of the contract(s);
3. clear deliverables and acceptance procedures;
4. payment terms tied to the satisfactory completion of the work;
5. post implementation support; and
6. allowance for changes.

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### **8.1 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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### **8.2 Source of Instructions**

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

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### **8.3 Warranties**

The Contractor will warrant and represent to AAOIFI 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 AAOIFI without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to AAOIFI free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 3) 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.
- 4) 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 AAOIFI, to perform its obligations hereunder.

- 5) 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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#### **8.4 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 AAOIFI on the one side and the Contractor or any person used by the Contractor on the other side.

#### **8.5 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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#### **8.6 Waiver of Breach**

The waiver by an act, omission or knowledge of 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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#### **8.7 Liability**

The Contractor hereby indemnifies and holds AAOIFI 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 AAOIFI 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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#### **8.8 Assignment**

The Contractor shall not assign, or transfer its responsibilities and liabilities under 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 AAOIFI.

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#### **8.9 Officials not to Benefit**

The Contractor warrants that no staff member of AAOIFI shall receive or shall 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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## 8.10 Indemnification

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The Contractor shall indemnify and defend, at its own expense, AAOIFI, its officials, agents, 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, or sub-contractors. (These obligations shall not lapse upon termination of the contract)

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## 8.11 Contractor's Responsibility for Employees

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The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals AAOIFI 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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## 8.12 Subcontracting

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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 AAOIFI at a later time. In any event, the total responsibility for the Contract rests with the prime contractor.

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## 8.13 Place of Performance

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Tendering individuals or entities are requested to perform the services requested at their own place of residence and should bear the costs associated with performance including electronic communications in order to deliver the services offered.

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## 8.14 Language

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

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## 8.15 Confidentiality

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- 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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### 8.16 Confidential Nature of Documents and Information

All documents and all other data compiled by or received by the Contractor under this Contract shall be the property of AAOIFI, shall be treated as confidential and shall be delivered only to AAOIFI 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 AAOIFI, any information known to it by reason of its association with AAOIFI which has not been made public except with the authorization of AAOIFI; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

### 8.17 Title Rights

- 1) This is a work made for hire. AAOIFI shall be the exclusive 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) AAOIFI 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 AAOIFI request, the Contractor shall take all necessary steps, furnish all necessary documents and generally assist AAOIFI in securing such proprietary rights and transferring them to AAOIFI in compliance with the requirements of applicable law.

### 8.18 Cancellation

AAOIFI shall have the right to cancel/ terminate 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 fulfillment, will not be respected.
- 4) In addition, AAOIFI 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 AAOIFI; or
  - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

### 8.19 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 AAOIFI 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 AAOIFI all work products and other materials so far produced.

- a) Force majeure, as used in this Article, means acts of Allah, 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 AAOIFI, of such occurrence or change if the Contractor is thereby rendered unable, fully or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify AAOIFI 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, AAOIFI 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, AAOIFI 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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## 8.20 Use of AAOIFI name and logo

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

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## 8.21 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 AAOIFI.

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## 8.22 Payment

Payment will [only] be made against presentations of an invoice in US Dollars for each deliverable and subject to AAOIFI acceptance of each deliverable as set out in the Contract.

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# 9. PERSONNEL

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## 9.1 Approval of Contractor Personnel

AAOIFI reserves the right to approve or discard 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. AAOIFI also 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 AAOIFI 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 AAOIFI.

AAOIFI 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 AAOIFI, inadequate or unacceptable performance, or if for any other reason AAOIFI 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.

All personnel shall abide by the confidentiality segments of the 8.15 and 8.16 of RFP (see clauses above) and shall submit a confirmation to that effect.

## **9.2 Project Managers**

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Each party shall appoint a qualified project manager ("Translation Coordinator") AAOIFI 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.

## **9.3 Ethical Behavior**

AAOIFI, 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.

## **9.4 Engagement of Third Parties and use of In-house Resources**

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The Contractor shall have no objection that AAOIFI engage, at its full discretion, Third Parties to participate in or oversee certain aspects of the project and that AAOIFI 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 AAOIFI in-house resources.



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**Appendix (1): PROPOSAL SUBMISSION AND ACCEPTANCE FORM**

Project: Translation Services from English to Arabic for the establishment of Long Term Agreements

TO: AAOIFI  
Office 1001  
Road 3622 Building 1074  
Block 436, Seef District  
Manama, Kingdom of Bahrain

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 translation agreement with AAOIFI confined to this specific project.

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 \_\_\_\_\_ 2017 \_\_.

Signature

(In the Capacity of)

Duly authorized to sign proposal for and on behalf of:

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**Appendix (2): FINANCIAL PROPOSAL FORM**

Project: Translation Services from English to Arabic for the establishment of Long Term Agreements

TO: AAOIFI  
Office 1001  
Road 3622 Building 1074  
Block 436, Seef District  
Manama, Kingdom of Bahrain

Dear Sir/Madam:

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

Translation services (English to Arabic)

- |                                     |                         |
|-------------------------------------|-------------------------|
| 1. Translation (English to Arabic)  | 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 \_\_\_\_\_ 2017.

Signature

(in the Capacity of)

Duly authorized to sign proposal for and on behalf of: