

## **Section B – SCOPE OF WORK**

### **FOR TRANSLATION SERVICES**

**CPV codes:**

**79530000-8 – Translation Services,**

**79540000-1 – Interpreting Services**

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## 1. Scope of the assignment

ExxonMobil Exploration and Production Romania Limited (EMEPRL) intends to sign a Framework Agreement for translation services and/or concurrent/simultaneous interpreting services based on the EMEPRL's specific needs for a period of 2 years, from suitably, experienced and qualified providers.

The scope of this Framework Agreement is to provide high quality and timely translation for all documents provided by EMEPRL and/or concurrent/simultaneous interpreting services, in any of the languages specified as mandatory/ within the scope of the Orders.

Taking into account the field of activity of the EMEPRL, the documents that will be requested to be translated will contain specific terminology for the oil and gas industry.

As the result of this Bidding Procedure, a multiple Framework Contract in cascade with three (3) economic operators will be concluded (in the case there will be a sufficient number of economic operators that satisfy the selection criteria or a sufficient number of admissible Bidders).

EMEPRL will rank the Bidders received in descending order according to the evaluation criteria stipulated in the Section A "Instructions to Bidders", with a view to establishing a list of three (3) Contractors and the sequence in which they will be invited when translation and/or concurrent/simultaneous interpreting services need to be purchased.

Whenever EMEPRL needs to purchase translation and/or concurrent/simultaneous interpreting services, it will submit request for services (which will include the requirements) and send it in writing (e.g. via e-mail or any other format specified in the framework agreement) to the Contractor at the top of the list. Within the deadline indicated in the request, the Contractor shall provide EMEPRL a confirmation of receipt of the request and an estimate of the delivery term. Should the first Contractor fail to confirm the deadline or fail to accept the request, the first Contractor shall

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be considered unavailable. If the first Contractor is unavailable, EMEPRL will send the request to the second Contractor on the list and so on.

If the first Contractor can confirm the request partially, EMEPRL reserves the right to split the request to the first and next Contractors until the requirements of the EMEPRL can be satisfied. After the request of the EMEPRL will be confirmed, EMEPRL will submit an Order to the Contractor(s) that confirmed the request.

## **2. Services and volume of the Framework Agreement**

In the performance of its activities, EMEPRL handles a variety of documents drafted in different European Union (EU) official languages and occasionally also documents drafted in non-EU languages.

Most of the documents handled by EMEPRL need to be translated from English to Romanian (EN-RO) and from Romanian to English (RO-EN), and some need to be translated into Romanian and/or English from the languages mentioned at point 3.2 Language coverage.

EMEPRL estimates that during the validity of the Framework Agreement will need approximatively 30,000 pages to be translated and 300 hours of concurrent/simultaneous interpreting services from English to Romanian (EN - RO) and from Romanian to English (RO - EN), and the percentage of other languages mentioned below is below 1% of the total estimated quantity and it can't be quantified at this time.

Regardless of the above-mentioned information, EMEPRL makes neither a precise representation of its future needs nor an exact estimation of the related Framework Agreement amount. These figures may change considerably during the implementation of the Framework Agreement. EMEPRL is not liable to compensate the Contractors if volumes are lower than originally estimated.

## **3. Requirements for translation and concurrent/simultaneous interpreting services**

### 3.1. Translators profiles

Bidders must have **at least 9 (nine)** qualified or nationally certified translators covering at least the languages mentioned as minimum requirement described at point 3.2. Language Coverage, to be able to provide translation and/or concurrent/simultaneous interpreting services as requested in the Scope of Work.

The Bidder will provide a description of the number and the profile of the Bidder's translators, whether in-house or freelance, with special attention to their qualifications and skills including information related to terminology, language coverage and combinations.

Presentation of the proposed team, with detailed profile of each team member, including provision of European Curriculum Vitae.

CVs which do not satisfy the essential requirements set out in this Scope of Work shall be eliminated.

The Oil and Gas industry is very technical. The Bidder must be sure that part of the translators understands the technology behind the text and hold advanced degrees and real work experience in translation services for the Oil and Gas industry.

EMEPRL reserves the right to request additional information about the qualifications and skills of the proposed translators.

EMEPRL requires the service provider to use, as much as possible, the same translators for delivering the services required by EMEPRL, in order to develop a sound knowledge of EMEPRL's "language" and style. Keeping this note, the provider will create a dictionary with technical terms during the Framework Agreement.

The Contractors will ensure the protection of the information to which it has access during the Framework Agreement and that both during and after the termination of the Framework Agreement, the information or documents will not be used for any purpose other than the fulfillment of the Framework Agreement obligation.

### 3.2. Language coverage

A. As a minimum requirement, the Bidder shall be able to deliver translations services for EMEPRL from/into English and into/from Romanian and supplementary from the following languages:

- i. French
- ii. Spanish
- iii. Italian
- iv. German
- v. Hungarian

The Bidder must present in the Technical Proposal all the available languages in which it will be able to deliver translations services in Romanian and English if EMEPRL requires.

B. As a minimum requirement, the Bidder will deliver concurrent/simultaneous interpreting services for EMEPRL from/into English and into/from Romanian and supplementary from the following languages:

- i. French
- ii. Spanish
- iii. Italian
- iv. German

The Bidder must present in the Technical Proposal all the available languages in which it will be able to deliver concurrent/simultaneous interpreting services in Romanian and English if EMEPRL requires.

The provision of translation and/or concurrent/simultaneous interpreting services from/into English and into/from Romanian is a minimum requirement; therefore, Bidders that do not cover the languages mentioned as minimum requirement will be excluded.

In addition, EMEPRL may request translations from other EU or non-EU languages, e.g. Vietnamese, Danish, Slovenian, Swedish, Norwegian etc., and for this reason the Bidders must present in the Technical Proposal all the available languages from which it will be able to deliver translations services and/or concurrent/simultaneous interpreting services, if EMEPRL requires.

#### 4. Methodology of performing the activities

The Bidder will present the methodology (including **workflow**) for all the activities to be performed within all states of the services that are subject of the Framework Agreement:

- i. Pre-translation phase
- ii. Translation phase
- iii. Post-translation phase

#### 5. Quality Control (ex ante control)

Translation quality assurance is the **primary concern** of EMEPRL. In majority of cases, an accurate and reliable translation of documents can be critical. The quality assurance process adopted by the Bidder is therefore a crucial factor in the quality of service that is delivered, and consequently, the quality of the translation.

The Bidder must define the criteria for **ex ante controls**, including the **methodology**, who will perform the controls, the percentage of cases to which the criteria would apply, their frequency, distribution per type of task and language, as well as corrective and preventive actions if applicable.

#### 6. Quality and promptness of the services

Whenever requested by EMEPRL, the Bidders shall provide high-quality translation services and/or concurrent/simultaneous interpreting services, often within tight deadlines. All translations shall be carried out with accuracy and promptness.

The accuracy is considered in relation to the low – almost zero number of inconsistencies identified. Inconsistency refers to inappropriate use of words in the given context that can lead to misunderstandings or deforming the meaning of the phrase or any other situation that may have as

consequence not being able to understand the correct meaning of the text (ex. unfinished phrases, phrases lacking the predicate etc.)

The promptness is considered when the translation or concurrent/simultaneous interpreting services are delivered on time or earlier meeting the deadlines.

Depending on the number of pages to be translated and the priority, the delivery term of the services will be indicated in the request for services and shall commence after placement of the Order according to the requirements set by this document and in the Framework Agreement.

During the validity of the Framework Agreement the priority degree and the delivery deadlines will be established by mutual agreement having as basis the following minimum characteristics:

<b>Number of pages</b>	<b>Priority</b>	<b>Completed within</b>
Up to 2 pages	Standard	12 hours
Up to 2 pages	Urgent	6 hours
Between 3 pages and 10 pages	Standard	24 hours
Between 3 pages and 10pages	Urgent	12 hours
More than 10 pages	Standard	48 hours
More than 10 pages	Urgent	18 hours

It is considered urgent any request of the EMEPRL for delivering services during week-end days or non-working days.

The Bidder will accept the delivery times requested by EMEPRL to the extent that they are available and only to the extent that an appropriate quality can be assured.

For concurrent/simultaneous interpreting services the translator / translators shall be available to reach the requested location in maximum 2 hours.

For concurrent/simultaneous interpreting services longer than 1 hour, the Bidder will need to have 2 interpreters in the cabin or at the indicated venue/location.



## 7. Documents to be translated

EMEPRL will request translation and/or concurrent/simultaneous interpreting services related to EMEPRL's core activities and to its day-to-day administration, including, but not limited to:

- i. Official letters and faxes addressed to/sent by EMEPRL
- ii. Technical translations:

The Bidder understands the deeply technical language that comes with large-scale energy production and supply and can produce highly-specialized documentation to the most exacting standards.

Much of the translation work for the Oil and Gas industry is linked to projects that can take years to complete. The long-term nature of this business demands organized project management and highly-qualified technical translators.

The Contractor will assign a translator who understands both the business and parlance of your industry. This means that the contractor will have prepared a person/more for:

- AutoCad/ Microstation Drawings
- Front end Engineering Design & Engineering Procurement and Construction documentation
- Training handbooks
- Health and Safety Instructions and Environment materials and studies
- Operation and maintenance manuals
- Equipment manuals
- Contractual documentation
- Contracts for drilling and pipeline installation
- Drilling exploration reports
- Gas processing and oil refining
- Feasibility report
- Bidding / Tender Documentation (e.g. technical specifications, offers submitted by Bidders etc.)
- Reservoir engineering
- Exploration, development and production

- Logistics
- Technical Specifications
- iii. Speeches and presentations
- iv. Any other document EMEPRL may request.

**EMEPRL preserves the copyright for all the documents translated and it should not be shared to any third party.**

**8. Ordering process**

If a translation and/or concurrent/simultaneous interpreting services are required, EMEPRL will issue a request for services prior to placing an order. EMEPRL will specify its needs and will submit, to the designated contact point of the Contractor ranked first in cascade, the request in writing indicating at least the following basic requirements:

	<b>Translation services</b>	<b>Concurrent/simultaneous interpreting services</b>
<b>Requirements</b>	a) Source language	a) Source language
	b) Destination language	b) Destination language
	c) Type of document/Type of event	c) Type of event
	d) Length of document (number of pages)/Duration of the concurrent/simultaneous interpreting session (hours)	d) Duration of the concurrent/simultaneous interpreting session (hours)
	e) Deadline for completion of the service	e) Date and hour when the services are required
	f) Documents to be translated	f) Location/venue

Upon submission of the aforesaid request for services by EMEPRL, the Contractor must return a

written response within the maximum response time of one (1) hour, unless otherwise stated in the request for services.

The response of the Contractor shall include at least the ability to satisfy or not the requirement, the deadline, and any other conditions, if requested.

A request for services is not to be considered an Order or a commitment to order (see the paragraph below – Placing Orders).

On the basis of the response received, an Order may be drawn up (see the paragraph below – Placing Orders). The price of the Order shall at all times be the same as specified in the response and in the Framework Agreement.

If, before the lapse of the maximum response time from the top-ranked Contractor no response is received, or the Contractor is not able to fulfill the requirement, the first Contractor in the cascade shall be considered unavailable.

In such situations, EMEPRL may, according to the principles of the multiple Framework Agreement in cascade laid down in *Chapter 1 Scope of the assignment*, address its request to the Contractor ranked second; then, if necessary and under the same conditions, to the Contractor ranked third.

EMEPRL is not obliged to consider late responses – responses received after the lapse of the maximum response time.

If the first Contractor can confirm the request partially, EMEPRL reserves the right to split the request to the first and next Contractors until the requirements of the EMEPRL can be satisfied.

Whenever EMEPRL needs to purchase translation and/or concurrent/simultaneous interpreting services, it will submit request for services (which will include the requirements) and send it in writing (e.g. via e-mail or any other format specified in the Framework Agreement) to the Contractor at the top of the list. Within the deadline indicated in the request, the Contractor shall provide EMEPRL a confirmation of receipt of the request and an estimate of the delivery term. Should the

first Contractor fail to confirm the deadline or fail to accept the request, the first Contractor shall be considered unavailable. If the first Contractor is unavailable, EMEPRL will send the request to the second Contractor on the list and so on.

After the request of the EMEPRL will be confirmed, EMEPRL will submit an Order to the Contractor(s) that confirmed the request.

### **8.1. Placing order**

If an admissible response is received within the maximum response time, EMEPRL may, at its own discretion, decide whether or not to place an Order for the translation and/or concurrent/simultaneous interpreting services.

If EMEPRL places its order with the Contractor, the Contractor is responsible for delivery of services within the requested deadline.

The Contractor shall appoint a contact person from its organization to be dedicated to EMEPRL requests. The name and contact details of the contact person shall be mentioned in offer submitted.

The deadline for translation and/or concurrent/simultaneous interpreting services indicated in the request for services shall commence only after the order has been received by the Contractor.

The Contractor shall confirm receipt and processing of the EMEPRL order via e-mail by quoting the Order number (either a reference number assigned by the contractor or by EMEPRL) and including the expected date and time of its completion.

A reference number must be stated on all documents related to each Order.

By confirming an Order, EMEPRL agrees to purchase the service(s) for the price(s) quoted.

The Contractor shall notify EMEPRL in advance via e-mail of any subsequent changes and problems

in relation to the order that cannot be processed or finished. The Contractor is not allowed to start or continue the services until a written confirmation from EMEPRL has been received.

**8.1.1. Presentation of the translated documents**

The translated documents will be delivered in electronic format as follows: A4 format, normal style, Calibri font, font dimension 11, regular, one line spacing, 1-inch margins.

Translations must render the meaning of the source language in the and respect the structure of the source document, including the number of paragraphs, division into sections or tables;

**9. Framework Agreement Management**

As part of ongoing supply improvement process, EMEPRL will jointly monitor Key Performance Indicators (KPIs) with the Contractor.

**Spend Tracking in the Framework Agreement**

Contractor shall track spend against Framework Agreement and provide a report upon EMEPRL’s request.

**Table 1: Key Performance Indicators**

The following key performance indicators (KPIs) will be used by EMEPRL to control the quality of the translation and/or concurrent/simultaneous interpreting services provided:

KPI	Required value	How to measure	Comments
%Right first-time quality	99,5%	Number of times where the translated document	

		was accurate the first time/total number of documents translated*	
% Translation error** rate	0,5%	Number of errors/ number of pages of one single translated document	
% Translation project milestones missed (on time delivery)	0,5%	Number of times the translation deadline was missed/total number of translation delivered	

\* The accuracy is considered in relation to the low – almost zero number of inconsistencies identified. Inconsistency refers to inappropriate use of words in the given context that can lead to misunderstandings or deforming the meaning of the phrase or any other situation that may have as consequence not being able to understand the correct meaning of the text (ex. unfinished phrases, phrases lacking the predicate etc.)\*\* Errors are considered to be all type of errors: inconsistency, misspelling, duplication, typo, casing, whitespace, and format.

## 10. Reporting

Every invoice issued by the Contractor will have attached one Report detailing the number of pages translated or amount of hours dedicated to the **concurrent/simultaneous interpreting activities** and the KPIs on monthly basis.

Upon request, the Contractor shall provide EMEPRL with monthly reporting metrics concerning the services carried out on behalf of EMEPRL.

## 11. Confidentiality

Given that some documents that are sent by EMEPRL for translation may contain commercially (or technically) sensitive information and given that EMEPRL want to preserve the data confidentiality rights, the Bidder must submit a statement confirming that he is not using any online translation tools and/or applications which give the tool owner/operator rights to any content that has been translated.

The Bidder must ensure the confidential treatment of source texts for translation and deliverable target texts, and that these are handled on a strict need to know basis. The Bidder must also ensure that all recipients of the texts for translation are aware of the strict application of this principle, and must not distribute, avail or reveal the content of the documents to third parties before it has been made public by the EMEPRL.

## **12. Pricing**

The Bidders will present in the Financial Proposal the fees for the translations services and/or concurrent/simultaneous interpreting services delivered from all the languages presented as minimum requirement in this Scope of Work.

The Bidders will also present the fees for all the available languages from which it will be able to deliver translations services and/or concurrent/simultaneous interpreting services, if EMEPRL requires.

For the urgent translations, the Bidder will present only the percentage added to the standard price regarding urgent translation services.

In order to apply the award criterion and determine the winning Bidders, EMEPRL will use only the fees presented by the Bidders for:

- i. Translation services from and into Romanian or English
- ii. Concurrent/simultaneous interpreting services from and into Romanian or English

and only for the quantity of services estimated to be needed by EMEPRL during the Framework Agreement.

iii. Translation and interpreting services can also be executed in displacement and the travel expenses are covered as follows:

Reimbursable Costs shall consist only of travel expenses incurred subsequent to the Framework Agreement date and paid by Purchaser for performance of Services. They shall be invoiced to Purchaser at cost, net of any applicable discounts or rebates to Supplier. Travel related expenses shall be pre-approved in writing by Purchaser.

Air Travel Class shall be Economy and shall be reimbursed to Supplier on the basis of actual cost incurred and paid, net of any discounts or rebates. No administrative or management fees shall be applied.

If any travel includes business for Supplier's other clients or projects, then travel expenses allowable hereunder shall be limited to Purchaser's pro-rata share of such costs and expenses.

The rates must be exclusive of VAT in RON.

### **13. Framework Agreement term**

The Framework Agreement resulting from this Bidding Procedure shall be executed for a period of 2 (two) years from the signature date.

### **14. Commercial terms**

Every invoice issued by the Contractor will have attached one report as mentioned to point 10. Reporting. The invoices are due in 30 days and based on EMPERL's approval. If the KPI are not met the Contractor will periodically issue credit notes so that the final amount to be paid to respect the KPI-pricing mechanism.

The Contractor cannot subcontract, even partially, the scope of the Framework Agreement, without prior written authorization of EMEPRL.