

INVITATION TO TENDER

LANGUAGE SERVICES

REFERENCE NUMBER

RM 1092

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a multi-Supplier Framework Agreement for both central government and the wider public sector for the supply of Language Services.
- 1.3 This Invitation to Tender (ITT) contains the information and instructions that you need to submit a completed compliant Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph or in the glossary at paragraph 15.
- 1.4 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 7.
- 1.5 The Terms of Participation at Attachment 7 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority. You must confirm in the online 'Participation Requirements' section that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.
- 1.6 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub Contractors please read the guidance in paragraph 6.
- 1.7 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.8 The e-Sourcing Suite messaging service facilitates all messages sent to you (from the Authority) and from you (to the Authority) in relation to this Procurement. Please note it is your responsibility to ensure you access these messages through the e-Sourcing Suite on a regular basis to ensure you have sight of all relevant information and have access to all messages sent to you by the Authority.
- 1.9 Your responses to the Participation Requirements and Selection Questionnaire (Attachment 2) and the Award Questionnaire (Attachment 3) have been designed to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found here and at Attachment 17.
- 1.10 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please ensure you have read all the information contained within this ITT and its Attachments on the e-Sourcing Suite.
- 1.11 The Authority is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations) and the requirements relating to framework agreements (Regulation 33 of the Regulations).
- 1.12 Potential Providers have the opportunity to submit a Tender for all or any combination of the 22 Lots. A Potential Provider may submit a Tender for any of the Lots as listed in paragraph 3.3. However, in order to ensure that the competition on the Framework

Agreement is not distorted, Potential Providers are not permitted to submit more than one Tender for each Lot regardless of whether that Tender is submitted in their own name or as part of a Group of Economic Operators. If a Potential Provider submits more than one Tender for a Lot, the Authority is entitled to disqualify one or all of the Tenders submitted by the Potential Provider in respect of the relevant Lot. For the avoidance of doubt Lots are detailed in paragraph 3.3.

2. THE FRAMEWORK AGREEMENT AND CALL OFF AGREEMENTS

- 2.1 The intention of this Procurement is to conclude Framework Agreements with successful Potential Providers. Once the Framework Agreement has been executed those successful Potential Providers will become Suppliers.
- 2.2 The Framework Agreement will enable Contracting Authorities (including the Authority) to place orders with Suppliers for the Goods and Services via Call Off Agreements and direct award.
- 2.3 The Framework Agreement (including the Framework Schedules) and Call-Off Agreement (including the Call Off Schedules) terms and conditions are available at Attachments 4, 5, and 6 on the e-Sourcing Suite. Please carefully review these documents so that you fully understand the rights and obligations it confers on the parties.
- 2.4 The Framework Agreement and Call Off Agreement terms are non-negotiable, whether during the Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.5 Following the Authority's decision to award, the Framework Agreement will be update to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's prices, pricing methodology and approach to delivering the Goods and Services.
- 2.6 The Authority will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charges payable by Suppliers as defined in Schedule 9 and Clause 20 of the Framework Agreement.
- 2.7 **Contracting Authorities**
 - 2.7.1 The Framework Agreement will be available for use by Contracting Authorities throughout the whole of the UK, including Northern Ireland, Scotland and Wales and Overseas as described in the OJEU Contract Notice.
 - 2.7.2 Subject to paragraph 2.8 any relevant Contracting Authority may purchase the Goods and Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.8 **The ordering process and further evaluation criteria**
 - 2.8.1 Contracting Authorities may place orders for any of the Goods and Services by direct award (i.e. without re-opening competition among Suppliers) or by further competition including use of an e-Auction. The procedures that Contracting Authorities use to make a direct contract award or conduct a further competition (including use of an e-Auction) are set out in Framework Schedule 5 (Call-Off Procedure).

- 2.8.2 Contracting Authorities will use the evaluation criteria and weightings set out in Framework Schedule 6 (Award Criteria) to determine which Supplier should be appointed a Call Off Agreement.
- 2.8.3 All Call Off Agreements awarded by Contracting Authorities will be subject to the Call Off Contract terms and conditions contained within Attachment 6 - Framework Schedule 4 (Order Form and Call Off terms) supplemented as appropriate by such additional details as may be necessary and permissible.
- 2.8.4 The Call Off Agreement may contain contract terms which have been modified to fit within the specific requirements of each Lot (i.e. Lot 1, Lot 2, Lot 3, Lots 4a to 4e and Lots 5a to 5n).
- 2.8.5 The Contracting Authority will manage the Supplier's day to day performance of the Call Off Agreement it has entered with the Supplier.

3. REQUIREMENTS AND LOT STRUCTURE

- 3.1 A detailed description of the Good and Services that a Supplier will be required to supply for a Lot in which it has been successful is set out in Attachment 5 – Framework Agreement Schedule 2 (Goods and Services and Key Performance Indicators) Part A: Goods and Services.
- 3.2 The Goods and Services covered by this Procurement have been divided into Lots as detailed in the table below: this table provides details of the maximum number of Suppliers that Framework Agreements will be concluded. In respect of Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n this will be subject to principles (as described in paragraph 3.4).
- 3.3 A Framework Agreement for Lot 3 will be awarded to a single Supplier.

LOT	DESCRIPTION	MAXIMUM NUMBER OF SUPPLIERS
Lot 1	Managed Service Provision of Language Services	3
Lot 2	Provision of Written Translation, Transcription and Ancillary Services	3
Lot 3	Provision of Telephone Interpreting and Video Language Services	1
Provision of Non spoken Face to Face and Video Language Services		
Lot 4a	Greater London including Overseas	3
Lot 4b	Southwest England	3
Lot 4c	Midlands and East of England	3
Lot 4d	North of England	3
Lot 4e	Scotland and Northern Ireland	3
Provision of Face to Face Interpreting Services		
Lot 5a	Greater London	3
Lot 5b	South West England	3
Lot 5c	South Central England	3
Lot 5d	South East England	3
Lot 5e	East of England	3

LOT	DESCRIPTION	MAXIMUM NUMBER OF SUPPLIERS
Lot 5f	East Midlands	3
Lot 5g	West Midlands	3
Lot 5h	Yorkshire & Humberside	3
Lot 5i	North West England	3
Lot 5j	North East England (excluding Yorkshire and Humberside)	3
Lot 5k	Scotland	3
Lot 5l	Wales	3
Lot 5m	Northern Ireland	3
Lot 5n	UK and Overseas	3

3.4 Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n ONLY

3.4.1 The maximum number of Suppliers for Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n may increase only where two or more Potential Providers have tied scores and are placed in the last position in respect of each Lot. In such cases, Potential Providers who are tied with the same score in the last position for each Lot shall be deemed to be one Supplier for the purpose of calculating the maximum number of Suppliers for each Lot. The Authority will award a Framework Agreement to additional Potential Providers where their Final Score is within 5% of the original awarded last place position only. For the avoidance of doubt, last position is 3rd for Lot 1, 3rd for Lot 2, 3rd for Lots 4a to 4e and 3rd for Lots 5a to 5n.

3.4.2 Where two or more Potential Providers have tied scores and are in any position except for the last position for each Lot, the number of Potential Providers will fill the positions immediately following the position that they have tied for. For instance where three Potential Providers are tied in the third position they will occupy that third position as well as the 4th and 5th positions respectively for the purpose of calculating the maximum number of Suppliers in respect of the Lot in question. An example illustrating paragraph 3.4.1 and this paragraph is shown below:

EXAMPLE – LOT 2 MAXIMUM NUMBER OF SUPPLIERS = 3				
Rank	Provider	Final Score	Place Awarded	Reasoning
1	Potential Provider A	89.48	Yes	
2	Potential Provider B	89.48	Yes	Tied places in any other position other than last will take respective ranked positions as detailed
3	Potential Provider C	88.61	Yes	
4	Potential Provider D	88.61	Yes	Score tied with 3rd place score
5	Potential Provider E	85.16	Yes	Within 5% of 3rd place score
6	Potential Provider F	78.73	No	More than 5% of 3rd place score
7	Potential Provider G	77.23	No	More than 5% of 3rd place score

FINAL NUMBER OF SUPPLIERS AWARDED = 5

3.5 Lot 3 ONLY

- 3.5.1 A Framework Agreement for Lot 3 will be awarded to a single Supplier, where two or more Potential Providers have tied scores and are both placed in the first position the Potential Provider who achieved the highest weighted Quality score will be awarded a Framework Agreement.

4. PROCUREMENT TIMETABLE

- 4.1 The timetable for this Procurement is set out in the table below.
- 4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY
21/10/2015	Despatch of the OJEU Contract Notice
23/10/2015	Clarification period starts
13:00.00 GMT 11/11/2015	Clarification period closes (" Tender Clarifications Deadline ")
18:00.00 GMT 18/11/2015	Deadline for the publication of responses to Tender Clarification questions
15:00.00 GMT 26/11/2015	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")
26/02/2016	Intention to award notification issued to successful and unsuccessful Potential Providers.
07/03/2016	10 day Standstill Period (in accordance with Regulation 87) ends at midnight on this day
08/03/2016	Confirmation of Award
March 2016	Expected commencement date for Framework Agreement(s)

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and in its Attachments. For the avoidance of doubt, a Potential Provider applying for multiple Lots is only required to submit one complete Tender Response detailing all the Lots for which it is applying in accordance with SQ2g of the Selection Questionnaire.
- 5.2 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.
- 5.3 The information and documents that you are required to complete and return in order to submit a compliant Tender are:
- Attachment 2 – Participation Requirements and Selection Questionnaire (in the e-Sourcing Suite);
 - Attachment 3 - Award Questionnaire (in the e-Sourcing Suite);
 - Attachment 14 - Framework Agreement Population Template (uploaded as an attachment in the e-Sourcing Suite to SQ6.7)

The complete Pricing Matrix applicable to the Lot(s) that you are tendering for as indicated in SQ2g:

- Attachment 9 - Pricing Matrix Lot 1 (uploaded as an attachment in the eSourcing Suite to PQ1);
 - Attachment 10 - Pricing Matrix Lot 2 (uploaded as an attachment in the eSourcing Suite to PQ2);
 - Attachment 11 - Pricing Matrix Lot 3 (uploaded as an attachment in the eSourcing Suite to PQ3);
 - Attachment 12 - Pricing Matrix Lot 4 (uploaded as an attachment in the eSourcing Suite to PQ4);
 - Attachment 13 Pricing Matrix Lot 5 (uploaded as an attachment in the eSourcing Suite to PQ5);
 - Any other documents specifically requested by the Authority.
- 5.4 The Authority utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:
- 5.4.1 It is your responsibility to ensure that you have submitted a fully compliant Tender.
- 5.4.2 You must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
- 5.4.3 Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be excluded from further participation in the procurement process.
- 5.4.4 Allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 5.5 For technical guidance on how to complete questions and text fields and how to upload any requested attachments please see - Supplier Guidance (Attachment 17)
- 5.6 Additional Materials, Documents and Attachments
- 5.6.1 You must adhere to the following instructions;
- 5.6.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
- 5.6.1.2 Any additional documents requested by the Authority must only be attached at the question level (not at Questionnaire Level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. They must be submitted in the format requested by the Authority.
- 5.7 **Data Entry**
- 5.7.1 A fully compliant Tender must adhere to the following instructions;
- 5.7.1.1 All responses must be inserted into the relevant text fields unless an attachment is additionally permitted, located beneath the relevant question, no attachments are permitted except where specifically requested by the Authority. Only information entered into the relevant text fields will be taken into consideration for the purposes of evaluating a Tender.
- 5.7.1.2 The Tender must be submitted in the English (UK) language.
- 5.7.1.3 All prices must be shown excluding VAT and in British Pounds Sterling (£).
- 5.7.1.4 You must answer all questions accurately and as fully as possible, within the word/character limits specified.

- 5.7.1.5 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
- 5.7.1.6 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
- 5.7.1.7 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.

5.8 Deadline for the submission of Tenders

- 5.8.1 All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).
- 5.8.2 Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is entirely at the Authority's discretion.

5.9 Uploading and submitting a Tender

- 5.9.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.9.2 All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 5.9.3 Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Supplier Guidance Document - Attachment 17 for details of how to formally submit the Tender.
- 5.9.4 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any requested attachments through the e-Sourcing Suite. You cannot modify your Tender after the Tender Submission Deadline.
- 5.9.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.9.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of 180 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

5.10 Confidentiality

- 5.10.1 Potential Providers must not collude with or disclose the fact of their intention to submit a tender to other Potential Providers.
- 5.10.2 The Authority may disclose information provided by a Potential Provider in accordance with Regulation 21(2) of the Regulations.
- 5.10.3 Customer contacts named in Selection Questionnaire do not owe the Authority a duty of care or have legal liability, except for any maliciously false statement of fact.
- 5.10.4 The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Contracting Authorities.
- 5.10.5 On 2 April 2014 the Government introduced a new Government Security Classifications (GSC) classification scheme to replace the Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All potential providers are

encouraged to make themselves aware of the changes and identify any potential impacts in their Tender, as the protective marking and applicable protection of any material passed to, or generated by, you during the tender process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the GSC introduced on 2 April 2014. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

- 5.10.6 The Authority reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the GSC. In particular where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the tender as they apply to the tender process and/or any contracts awarded to you as a result of the tender process.

5.11 Cyber Essentials Scheme

- 5.11.1 To be awarded a place on the proposed Framework Agreement successfully it will be essential for the Supplier to meet the requirements of the Cyber Essentials Scheme, introduced in June 2014. This scheme defines a set of controls which, when properly implemented, provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Scheme at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- 5.11.2 The easiest way to demonstrate that the Cyber Essentials requirements are met is to gain the Cyber Essentials certificate, which is also likely to be the cheapest way to demonstrate compliance
- 5.11.3 The Cyber Essentials Assurance Framework, leading to the awarding of Cyber Essentials and Cyber Essentials Plus certificates for organisations, has been designed in consultation with SMEs, including the Federation for Small Business, to be 'light-touch' and achievable at low cost. The two options give organisations a choice over the level of assurance they wish to gain and the cost of doing so. This scheme offers the right balance between providing additional assurance of an organisation's commitment to implementing cyber security to third parties, while retaining a simple and low cost mechanism for doing so.
- 5.11.4 For the avoidance of doubt, no agreement will be signed with any awarded Supplier who does not demonstrate that the Cyber Essentials requirements are met in full. Please note that it will NOT be acceptable to submit a completed Cyber Essentials Common Questionnaire as evidence of the requirements being met, in the absence of appropriate verification by an independent Certification Body acceptable to the Authority.
- 5.11.5 Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials requirements too. The Supplier and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

6. CONTRACTING ARRANGEMENTS (SUB CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 2), will be satisfied. This means the Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in this paragraph must be followed.
- 6.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators members that, if awarded, will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement (the "Potential Provider"), subject to paragraph 6.7 below.
- 6.4 With the exception of Sub Contractors identified in the Tender (and subject to paragraph 6.9), no organisation other than the Potential Provider will be able to provide Goods and Services through the Framework Agreement, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub Contractors identified in the Tender.
- 6.5 Potential Providers have the opportunity to submit a Tender for all or any combination of the 22 Lots. A Potential Provider may submit a Tender for any of the Lots as listed in paragraph 3.3. However, in order to ensure that the competition on the Framework Agreement is not distorted, Potential Providers are not permitted to submit more than one Tender for each Lot regardless of whether that Tender is submitted in their own name or as part of a Group of Economic Operators. If a Potential Provider submits more than one Tender for a Lot, the Authority is entitled to disqualify one or all of the Tenders submitted by the Potential Provider in respect of the relevant Lot. For the avoidance of doubt Lots are detailed in paragraph 3.3.
- 6.6 **Sub Contracting proposals**
- 6.6.1 You need to complete question SQ2f in the Selection Questionnaire if you propose to use one or more Sub Contractors.
- 6.6.2 If you need to rely on the capability and/or experience of one or more Sub Contractors in your Tender to demonstrate your ability to provide the Goods and Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender.
- 6.6.3 A Potential Provider's Tender must clearly identify when it is relying on a Sub Contractor in its response to a question giving the name of the Sub Contractor and explain the Sub Contractor's role, capability and experience as the context of the question requires.
- 6.6.4 The Authority does not require all Sub Contractors be disclosed. You need only disclose those Sub Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement (including under any Call Off Agreement). There is no need to specify those Sub Contractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Potential Provider to perform the Framework Agreement. Please read the definition of Sub Contractor in paragraph 15.

6.7 Group of Economic Operator proposals

- 6.7.1 If a Group of Economic Operators wish to act jointly to provide the Goods and Services they may do so with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call Off Agreement.
- 6.7.2 Please note that in accordance with Regulation 19(6) the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity's performance of the Framework Agreement.
- 6.7.3 The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.7.4 The Lead Contact should complete question SQ2d in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 6.7.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.
- 6.7.6 The Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role capability and experience as the context of the question requires.

6.8 Queries

- 6.8.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and Sub Contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Authority at the earliest opportunity in accordance with paragraph 7.

6.9 Changes to the contracting arrangements

- 6.9.1 The Authority recognises that arrangements in relation to Sub Contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed Sub Contracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.
- 6.9.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to Sub Contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 24 of the Framework Agreement (Attachment 4).

6.10 Declaration of Compliance

- 6.10.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Sub Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Declaration of Compliance (Attachment 8). You do this in the e-Sourcing Suite (Participation Requirements Questionnaire, question PR3). If you do not answer Yes to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by/or in relation to the Sub Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and the Terms of Participation (Attachment 7).

7. QUESTIONS AND CLARIFICATIONS

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable set out paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and/or clarifications raised by you in the “Attachments” section of the on line e-Sourcing Suite.
- 7.3 If you ask any questions and/or raise clarifications please do not refer your identity in the body of the question.
- 7.4 Questions asked and or clarifications raised will be responded to in a “Questions and Answers” document, which will be available in the “Attachments” section of the e-Sourcing Suite. Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately four working day) intervals.
- 7.5 The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, before the deadline for the publication of responses to Tender Clarification questions (see Procurement Timetable set out in paragraph 4).
- 7.6 If you wish to ask a question or seek clarification in confidence then you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question and/or clarification. If the question and/or clarification is not withdrawn, then the response will be issued to all Potential Providers.
- 7.7 The Authority reserves the right to contact you at any time, for clarification on all and/or any part of your Tender during the Procurement process which is likely to require a prompt response from you.
- 7.8 You are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that may affect how you complete your Tender.

8. OVERVIEW OF THE EVALUATION PROCESS

- 8.1 Paragraphs 8, 9, 10, 11 and 12 below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into the following key stages, which the Authority may decide to run concurrently.
- 8.1.1 Compliance/validation – The Authority will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the e-sourcing suite ‘Participation Requirements’ section in accordance with paragraph 9 below

("Compliance/validation Stage"). Non-compliant Tenders may be excluded from this Procurement by the Authority.

8.1.2 Selection Stage evaluation - The Authority will assess responses to the Selection Questionnaire in accordance with paragraph 10 below ("Selection Stage"). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.

8.1.3 Award Stage evaluation - The Authority will assess responses to the Award Questionnaire in accordance with paragraph 11 below ("Award Stage").

8.2 Consensus Marking Procedure

8.2.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection and the Award Stages.

8.3 The Consensus Marking Procedure is a two-step process, comprising of:

8.3.1 Independent evaluation; and

8.3.2 Group consensus marking.

8.4 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators' marks and related justifications will be recorded separately in the e-Sourcing Suite.

8.5 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by the consensus marker as follows:

8.5.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.

8.5.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.

8.5.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider's answer to the question.

8.5.4 The consensus marker will record the consensus mark and the justification for the consensus mark in the e-Sourcing Suite.

8.5.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

8.6 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus marker to ensure no further modifications are made to the consensus marks and justifications.

9. COMPLIANCE/VALIDATION STAGE

9.1 Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT and its Attachments. Any non-compliant Tenders may, including in the event further questions are asked or clarification is sought by the Authorities but fail to produce a satisfactory response, be rejected by the Authority without proceeding to the next stage of evaluation.

- 9.2 If you cannot answer 'yes' to the questions in the Participation Requirements Section (Attachment 2) PR1, PR2 and PR3 your Tender shall be excluded from further participation in this procurement.
- 9.3 If you cannot answer 'yes' to the questions in the Participation Requirements Section (Attachment 2) PR4, PR5 and PR6 your submission of a compliant Tender is at significant risk.
- 9.4 Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.

10. SELECTION STAGE EVALUATION

The information submitted in your response to the Selection Questionnaire will enable the Authority to consider your suitability to pursue a professional activity, economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from this Procurement.

10.1 **Stage 1 - Selection Questionnaire section 5 – Economic and Financial Standing for Lot 1, Lot 2 Lots 4a to 4e and Lots 5a to 5n**

- 10.1.1 The information you submit in Selection Questionnaire Sections SQ1 Potential Provider Information and SQ2 Bidding Model will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5a that a Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph 10.1.
- 10.1.2 The Authority uses a credit reference agency (Experian) as the first step in determining financial risk. The Authority will request an Experian financial risk score based on the information provided in response to the Selection Questionnaire. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian is 51 or more (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then your Tender will proceed to Stage 2 of the Selection Stage evaluation process.
- 10.1.3 If any of the following circumstances arise:
 - 10.1.3.1 the score provided by Experian (where a standard UK score is available) is less than 51;
 - 10.1.3.2 the score is less than the equivalent risk level above (where a standard international score is available); or
 - 10.1.3.3 no standard Experian score is available for your organisation,
- 10.1.4 then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Framework Guarantor (as the case may be):
 - 10.1.4.1 a statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation; or
 - 10.1.4.2 a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 10.1.4.3 an alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
- 10.1.5 The Authority will use the information described in paragraph 10.1.4 in addition to a detailed Experian report (where available) to assess whether

your organisation's or your proposed Framework Guarantor's financial risk is average or better. This will be performed using the Authorities financial assessment template which can be found at Attachment 16 – Financial Assessment Template (for information only), which covers a range of financial risk indicators.

- 10.1.6 If the Authority then determines (in accordance with paragraph 10.1.5) that the financial risk is determined as being 'average or better', then your Tender will proceed to Stage 2 of the Selection Stage evaluation process.
- 10.1.7 If the Authority determines (in accordance with paragraph 10.1.5) that the financial risk is determined as being 'worse than average', then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 10.1.2 to 10.1.7 in respect of the proposed Framework Guarantor.
- 10.1.8 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed not acceptable, or where the requested information at 10.1.4 has not been provided, then the Tender will be excluded from further participation in this procurement.
- 10.1.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having a 'worse than average' risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Authority will undertake the steps at paragraphs 10.1.3 to 10.1.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further participation in this Procurement.

10.2 **Stage 1 - Selection Questionnaire section 5 – Economic and Financial Standing Lot 3 only**

- 10.2.1 The information you submit in Selection Questionnaire Sections SQ1 Potential Provider Information and SQ2 Bidding Model will be used to carry out an assessment of your economic and financial standing.
- 10.2.2 The Authority will use a credit reference agency (Experian) to request a detailed financial risk report based on the information provided in response to the Selection Questionnaire.
- 10.2.3 In addition, the Authority will also ask you to provide a copy of your audited accounts for the most recent two years, if they are not available you are to provide one or more of following in respect of your organisation or proposed Framework Guarantor (as the case may be):
 - 10.2.3.1 a statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation; or
 - 10.2.3.2 a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 10.2.3.3 alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
- 10.2.4 The Authority will use the information described in paragraph 10.2.3 in addition to the detailed Experian report (where available) described at 10.2.2

to assess whether your organisation's or your guarantor's financial risk is average or better. This will be performed using the Authority's financial assessment template a copy for information only can be found at Attachment 11 – Financial Assessment Template which covers a range of financial risk indicators, similar to those used by credit reference agencies

- 10.2.5 If the Authority then determines (in accordance with paragraph 10.2.4) that the financial risk is determined as being average or better, you will be allocated a 'pass' and the Tender will proceed to Stage 2 of the Selection Stage evaluation process
- 10.2.6 If the Authority determines (in accordance with paragraph 10.2.4) that the financial risk is determined as being worse than average, then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 10.2.1 to 10.2.5 in respect of the proposed Framework Guarantor.
- 10.2.7 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed not acceptable, or where the requested information at 10.2.3 has not been provided, then the Tender will be excluded from further involvement in the procurement.
- 10.2.8 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having a 'worse than average' risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Authority will undertake the steps at paragraphs 10.2.1 to 10.2.5 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further involvement in this Procurement

10.3 **Stage 2 -Selection Questionnaire sections 3 and 4 – Grounds for Exclusion**

- 10.3.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'no' to every statement in Section 3 of the Selection Questionnaire (Attachment 2) then, subject to paragraph 10.3.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).
- 10.3.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to Section 4 (Discretionary grounds for exclusion) of the Selection Questionnaire (Attachment 2) apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 10.3.3, your Tender will be excluded from this Procurement.
- 10.3.3 'Self Cleaning' (Covering both mandatory and discretionary exclusion)
 - 10.3.3.1 If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority could decide that that Potential Provider shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:
 - (a) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
 - (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

10.3.3.2 The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

10.4 Stage 3 - Selection Questionnaire section 6 and 7

- 10.4.1 Responses to the questions in Section 6 will be assessed and awarded a 'pass' or a 'fail' based on the criteria set out in the Attachment 2 –Selection Questionnaire (Participation Requirements and Selection Questionnaire).
- 10.4.2 Responses to questions in Section 7, SQ7.1, SQ7.2, SQ7.3, SQ7.4 and SQ7.5 and will be assessed and awarded a 'pass' or a 'fail'.
- 10.4.3 If, following completion of the assessment of responses in Section 6 and Section 7 if any response to question is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 11) and will be disqualified from further consideration for the purposes of this procurement.

10.5 Selection of Tenders for the Award Stage evaluation

- 10.5.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
 - 10.5.1.1 pass the compliance/validation checks at paragraph 9 above;
 - 10.5.1.2 meet the economic and financial standing requirements at Stage 1 above;
 - 10.5.1.3 meet the standards set out in Regulation 58 at Stage 2 above; and
 - 10.5.1.4 achieve a 'pass' to all the questions in Stage 3 above, will proceed to the Award Stage evaluation (as described in paragraph 11). All other Tenders will be excluded from this procurement.
- 10.5.2 Potential Providers who do not meet the criteria at the Selection Stage evaluation or are excluded on grounds of non-compliance will be notified accordingly.

10.6 **Selection Stage – Evaluation Summary Table**

Section			Evaluated
Section 1 – Potential Provider Details			
SQ1.1 Potential Provider details			
SQ1a (i)	Potential Provider Organisational Details	Compliance	N/A
SQ1a (ii)	Additional Details	Compliance	N/A
SQ1b	Trading Status	Compliance	N/A
SQ1c	Other Trading Status	Compliance	N/A
SQ1d	Charity Registration number	Compliance	N/A
SQ1e	Relevant classifications	Compliance	N/A
SQ1f	Professional or trade registration	Compliance	N/A
SQ1g	Registration details	Compliance	N/A
SQ1h	Legal requirement for you to obtain particular authorisation	Compliance	N/A
SQ1i	Details of authorisation if required	Compliance	N/A
SQ1j	Trading name	Compliance	N/A
SQ1k	SME	Compliance	N/A
SQ1l	Parent Company Details	Compliance	N/A
SQ1m	Ultimate Parent Company Details	Compliance	N/A
SQ1n	Number of Employees	Compliance	N/A
SQ2 Bidding Model			
SQ2a	Whether bidding as the Lead Contact for a Group of Economic Operators	Compliance	N/A
SQ2b	Name of Group of Economic Operators (if applicable)	Compliance	N/A
SQ2c	Proposed Legal Structure if Framework awarded	Compliance	N/A
SQ2d	Details for each member of Group of Economic Operators	Compliance	N/A
SQ2e	Use of Sub-Contractors	Compliance	N/A
SQ2f	Details of Sub-Contractors	Compliance	N/A
SQ2g	Lots	Information Only	N/A

Section 3 - Grounds for Mandatory Exclusion			
SQ3	Grounds for Mandatory Exclusion	Evaluation	Pass/Fail
Section 4 – Grounds for Discretionary Exclusion – Part 1			
SQ4 (a-b)	Grounds for Discretionary Exclusion	Evaluation	Pass/Fail
Section 5 – Grounds for Discretionary Exclusion – Part 2			
SQ4(c)	Grounds for Discretionary Exclusion	Evaluation	Pass/Fail
Section 5 – Economic and Financial Standing			
SQ5.1 (a-c)	Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n Financial Assessment	Compliance	N/A
SQ5.2 (a-b)	Lot 3 only Financial Assessment	Compliance	N/A
Section 6 – Framework Specific Questions			
SQ6.1 (a-d)	Insurance Requirements	Evaluation	Pass/Fail
SQ6.2 (a-d)	Equality Legislation	Evaluation	Pass/Fail
SQ6.3 (a-c)	Equality and Diversity Policy	Evaluation	Pass/Fail
SQ6.4 (a-d)	Health and Safety	Evaluation	Pass/Fail
SQ6.5	Cyber Essentials	Evaluation	Pass/Fail
SQ6.6	Quality Management System	Evaluation	Pass/Fail
SQ6.7	Framework Population Template	Information only	N/A
SQ6.8 (a-b)	Subsidiary/Affiliated Companies	Information only	N/A
Section 7 – Technical and Professional Ability			
Lot 1 Managed Service Provision of All Language Services			
SQ7.1 (a-c) Lot 1	Previous Contract Examples	Evaluation	Pass/Fail
Lot 2 Written Translation, Transcription and Ancillary Services			
SQ7.2 (a-c) Lot 2	Previous Contract Examples	Evaluation	Pass/Fail
Lot 3 Telephone Interpreting and Video Language Services			
SQ7.3 (a-c) Lot 3	Previous Contract Examples	Evaluation	Pass/Fail
Lots 4a to Lot 4e Non Spoken Face to Face and Video Language Services			
SQ7.4 (a-c) Lots 4 a-e	Previous Contract Examples	Evaluation	Pass/Fail

Lots 5a to 5m Spoken Face to Face Interpreting			
SQ7.5 (a-c) Lots 5 a-m	Previous Contract Examples	Evaluation	Pass/Fail
Lot 5 n Spoken Face to Face Interpreting			
SQ7.5 (d-f) Lot 5 n	Previous Contract Examples	Evaluation	Pass/Fail

11. AWARD STAGE EVALUATION

- 11.1 Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and Prices submitted in the Pricing matrix and evaluated in accordance with this paragraph 11.
- 11.2 The Award Stage evaluation will comprise of:
- 11.2.1 an evaluation of Potential Providers answers to the Award Questionnaire ("**Quality Evaluation**"); and
 - 11.2.2 an evaluation of the prices tendered in Attachment 9 – Pricing Matrix Lot 1, Attachment 10 - Pricing Matrix Lot 2, Attachment 11 - Pricing Matrix Lot 3, Attachment 12 – Pricing Matrix Lots 4a to 4e and Attachment 13 – Pricing Matrix Lots 5a to 5n ("**Price Evaluation**")
 - 11.2.3 The maximum possible score capable of being achieved by a Potential Provider for any Lot for which they have competed will be 100 (being the sum of the scores achieved for Quality Evaluation and Price Evaluation i.e. 70 + 30)
 - 11.2.4 The Quality Evaluation for all Lots is weighted as 70%. The Price Evaluation for all Lots is weighted as 30%.

Available scores for each Lot are summarised below:

LOT	QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE
Lot 1	70	30	100
Lot 2	70	30	100
Lot 3	70	30	100
Lot 4a	70	30	100
Lot 4b	70	30	100
Lot 4c	70	30	100
Lot 4d	70	30	100
Lot 4e	70	30	100
Lot 5 a	70	30	100
Lot 5 b	70	30	100
Lot 5 c	70	30	100
Lot 5 d	70	30	100
Lot 5 e	70	30	100
Lot 5 f	70	30	100

Lot 5 g	70	30	100
Lot 5 h	70	30	100
Lot 5 i	70	30	100
Lot 5 j	70	30	100
Lot 5 k	70	30	100
Lot 5 l	70	30	100
Lot 5 m	70	30	100
Lot 5 n	70	30	100

11.3 Quality Evaluation Lot 1

- 11.3.1 The question in Section A, AQA1 of the Award Questionnaire is assessed on a PASS/FAIL basis. If you receive a 'FAIL' for this question your Tender will be excluded from further participation in this procurement.
- 11.3.2 The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3, AQB4, AQC1, AQC2 AQC3 and AQC4) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.
- 11.3.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

Questions AQB1, AQB2, AQB3 and AQB4	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

Questions AQC1, AQC2, AQC3 and AQC4	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

- 11.3.4 If a Potential Provider is awarded a mark of 0 for any question i.e. AQB1, AQB2, AQB3, AQB4, AQC1, AQC2, AQC3 and AQC4 they will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.
- 11.3.5 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**"). See worked example for Lot 1 in the table overleaf:

Question Number	Subject	Question Sub-weighting	Mark	Weighted Score
AQB1	Appointment and Recruitment of Linguists	15%	75	11.25
AQB2	Assurance of Linguists Competency	15%	75	11.25
AQB3	Framework Management and Account Management	10%	50	5.00
AQB4	Complaints Handling and Resolution	10%	50	5.00
AQC1	Geographical Coverage	10%	33	3.30
AQC2	Demand Management	10%	33	3.30
AQC3	Managed Service Provision	15%	66	9.90
AQC4	Added Value and Savings	15%	66	9.90
Total of sub-weighted scores – Total Sub-Weighted Score				58.90
Total weighted score multiplied by 70% Quality				41.23
Quality Score				41.23

- 11.3.6 To proceed to the next stage of the evaluation, Potential Providers must
- achieve a 'PASS' for the mandatory question in Section A AQA1 **and**
 - achieve a mark greater than 0 for questions AQB1, AQB2, AQB3, AQB4, AQC1, AQC2, AQC3, AQC4 **and**
 - achieve or exceed the Minimum Quality Threshold of a “**Total Sub-Weighted Score**” of 57.00.
- 11.3.7 Potential Providers who achieve a 'FAIL' for the mandatory question AQA1 in Section A, and/or are awarded a mark of 0 for question AQB1, AQB2, AQB3, AQB4, AQC1, AQC2, AQC3, AQC4 and/or receive a “**Total Sub-Weighted Score**” of less than 57.00 will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.

11.4 Quality Evaluation Lot 2

- 11.4.1 The question in Section A, AQA1 of the Award Questionnaire is assessed on a PASS/FAIL basis. If you receive a 'FAIL' for this question your Tender will be excluded from further participation in this procurement.
- 11.4.2 The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3, AQB4, AQD1 and AQD2) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.
- 11.4.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table overleaf:

Questions AQB1, AQB2, AQB3 and AQB4	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

OR

Questions AQD1 and AQD2	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

11.4.4 If a Potential Provider is awarded a mark of 0 for any question i.e. AQB1, AQB2, AQB3, AQB4, AQD1, and AQD2 they will be deemed as having failed in this procurement and the Tender will be excluded from further participation in this Procurement.

11.4.5 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation (“**Quality Score**”). See worked example for Lot 2 in the table below:

Question Number	Subject	Question Sub-weighting	Mark	Weighted Score
AQB1	Appointment and Recruitment of Linguists	15%	75	11.25
AQB2	Assurance of Linguists Competency	15%	100	15.00
AQB3	Framework Management and Account Management	10%	100	10.00
AQB4	Complaints Handling and Resolution	10%	50	5.00
AQD1	Service Delivery	25%	66	16.50
AQD2	Security Requirements	25%	100	25.00
Total of sub-weighted scores – Total Sub-Weighted Score				82.75
Total weighted score multiplied by 70% Quality				57.93
Quality Score				57.93

11.4.6 To proceed to the next stage of the evaluation, Potential Providers must:

- achieve a ‘PASS’ for the mandatory question in Section A AQA1 **and**
- achieve a mark greater than 0 for questions AQB1, AQB2, AQB3, AQB4, AQD1, AQD2 **and**
- achieve or exceed the Minimum Quality Threshold of a “**Total Sub-Weighted Score**” of 57.00.

11.4.7 Potential Providers who achieve a ‘FAIL’ for the mandatory question AQA1 in Section A, and/or are awarded a mark of 0 for question AQB1, AQB2, AQB3, AQB4, AQD1, AQD2, and/or receive a “Total Sub-Weighted Score” of less than 57.00 will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.

11.5 Quality Evaluation Lot 3

- 11.5.1 The question in Section A AQA1 of the Award Questionnaire is assessed on a PASS/FAIL basis. If you receive a 'FAIL' for this question your Tender will be excluded from further participation in this procurement.
- 11.5.2 The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3, AQB4, AQE1 and AQE2) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.
- 11.5.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

Questions AQB1, AQB2, AQB3 and AQB4	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

OR

Questions AQE1 and AQE2	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

- 11.5.4 If a Potential Provider is awarded a mark of 0 for any question i.e. AQB1, AQB2, AQB3, AQB4, AQE1 and AQE2 they will be deemed as having failed and the Tender will be excluded from further participation in this Procurement,
- 11.5.5 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**"). See worked example for Lot 3 in the table overleaf:

Question Number	Subject	Question Sub-weighting	Mark	Weighted Score
AQB1	Appointment and Recruitment of Linguists	15%	75	11.25
AQB2	Assurance of Linguists Competency	15%	100	15.00
AQB3	Framework Management and Account Management	10%	100	10.00
AQB4	Complaints Handling and Resolution	10%	50	5.00
AQE1	Demand Management	25%	66	16.50
AQE2	Service Delivery	25%	100	25.00
Total of sub-weighted scores – Total Sub-Weighted Score				82.75
Total weighted score multiplied by 70% Quality				57.93
Quality Score				57.93

11.5.6 To proceed to the next stage of the evaluation, Potential Providers must:

- achieve a 'PASS' for the mandatory question in Section A AQA1 **and**
- achieve a mark greater than 0 for questions AQB1, AQB2, AQB3, AQB4, AQE1, AQE2 **and**
- achieve or exceed the Minimum Quality Threshold of a “**Total Sub-Weighted Score**” of 57.00.

11.5.7 Potential Providers who achieve a 'FAIL' for the mandatory question in AQA1 in Section A, and/or are awarded a mark of 0 for any question AQB1, AQB2, AQB3, AQB4, AQE1 and AQE2 and/or receive a “Total Sub-Weighted Score” of less than 57.00 will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.

11.6 Quality Evaluation Lots 4a to 4e

11.6.1 The question in Section A AQA1 of the Award Questionnaire is assessed on a PASS/FAIL basis. If you receive a 'FAIL' for this question your Tender will be excluded from further participation in this procurement.

11.6.2 The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3, AQB4, AQF1 and AQF2) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.

11.6.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

Questions AQB1, AQB2, AQB3 and AQB4	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

OR

Questions AQF1 and AQF2	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

11.6.4 If a Potential Provider is awarded a mark of 0 for any question i.e. AQB1, AQB2, AQB3, AQB4, AQF1 and AQF2 they will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.

11.6.5 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**"). See worked example for Lot 4 a to e in the table below:

Question Number	Subject	Question Sub-weighting	Mark	Weighted Score
AQB1	Appointment and Recruitment of Linguists	15%	75	11.25
AQB2	Assurance of Linguists Competency	15%	100	15.00
AQB3	Framework Management and Account Management	10%	100	10.00
AQB4	Complaints Handling and Resolution	10%	50	5.00
AQF1	Demand Management	25%	66	16.50
AQF2	Service Delivery	25%	100	25.00
Total of sub-weighted scores – Total Sub-Weighted Score				82.75
Total weighted score multiplied by 70% Quality				57.93
Quality Score				57.93

11.6.6 To proceed to the next stage of the evaluation, Potential Providers must:

- achieve a 'PASS' for the mandatory question in Section A AQA1 **and**
- achieve a mark greater than 0 for questions AQB1, AQB2, AQB3, AQB4, AQF1, AQF2 **and**
- achieve or exceed the Minimum Quality Threshold of a "**Total Sub-Weighted Score**" of 57.00.

11.6.7 Potential Providers who achieve a 'FAIL' for the mandatory question in AQA1 in Section A, and/or are awarded a mark of 0 for any question AQB1, AQB2, AQB3, AQB4, AQF1 and AQF2 and/or receive a "Total Sub-Weighted Score" of less than 57.00 will be deemed as having failed and the Tender will be excluded from further participation in this Procurement

11.7 Quality Evaluation Lots 5a to 5n

11.7.1 The question in Section A, AQA1 of the Award Questionnaire is assessed on a PASS/FAIL basis. If you receive a 'FAIL' for this question your Tender will be excluded from further participation in this procurement.

11.7.2 The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3, AQB4, AQQ1, and AQQ2) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.

- 11.7.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

Questions AQB1, AQB2, AQB3 and AQB4	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

OR

Questions AQG1 and AQG2	
MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

- 11.7.4 If a Potential Provider is awarded a mark of 0 for any question i.e. AQB1, AQB2, AQB3, AQB4, AQG1, and AQG2 they will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.
- 11.7.5 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**"). See worked example for Lots 5a to 5n in the table overleaf:

Question Number	Subject	Question Sub-weighting	Mark	Weighted Score
AQB1	Appointment and Recruitment of Linguists	15%	100	15.00
AQB2	Assurance of Linguists Competency	15%	75	11.25
AQB3	Framework Management and Account Management	10%	50	5.00
AQB4	Complaints Handling and Resolution	10%	100	10.00
AQG1	Demand Management	25%	100	25.00
AQG2	Service Delivery	25%	66	16.50
Total of sub-weighted scores – Total Sub-Weighted Score				82.75
Total weighted score multiplied by 70% Quality				57.93
Quality Score				57.93

11.7.6 To proceed to the next stage of the evaluation, Potential Providers must:

- achieve a 'PASS' for the mandatory question in Section A AQA1 **and**
- achieve a mark greater than 0 for questions AQB1, AQB2, AQB3, AQB4, AQG1, AQG2 **and**
- achieve or exceed the Minimum Quality Threshold of a "**Total Sub-Weighted Score**" of 57.00.

11.7.7 Potential Providers who achieve a 'FAIL' for the mandatory question in AQA1 in Section A, and/or are awarded a mark of 0 for any question AQB1, AQB2, AQB3, AQB4, AQG1 and AQG2 and/or receive a "Total Sub-Weighted Score" of less than 57.00 will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.

Overview of Quality Evaluation Criteria and Weightings

Key	
N/A	means weighting NOT applicable
Red block	means question NOT applicable to that Lot
Blue block	means questions applicable to that Lot

Question	Marking Scheme	Maximum Score Available	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5
SECTION A – Generic Mandatory Question			Weighting% applied to the question				
AQA1	Pass/Fail	N/A	N/A	N/A	N/A	N/A	N/A
SECTION B – All Lots Generic Questions			Weighting% applied to the question				
AQB1	100/75/50/25/0	100	15	15	15	15	15
AQB2	100/75/50/25/0	100	15	15	15	15	15
AQB3	100/75/50/25/0	100	10	10	10	10	10
AQB4	100/75/50/25/0	100	10	10	10	10	10
SECTION C – Lot 1 Specific Questions			Weighting% applied to the question				
AQC1	100/66/33/0	100	10				
AQC2	100/66/33/0	100	10				
AQC3	100/66/33/0	100	15				
AQC4	100/66/33/0	100	15				
SECTION D – Lot 2 Specific Questions			Weighting% applied to the question				
AQD1	100/66/33/0	100		25			
AQD2	100/66/33/0	100		25			
SECTION E – Lot 3 Specific Questions			Weighting% applied to the question				
AQE1	100/66/33/0	100			25		
AQE2	100/66/33/0	100			25		
SECTION F – Lots 4a to 4e Specific Questions			Weighting% applied to the question				
AQF1	100/66/33/0	100				25	
AQF2	100/66/33/0	100				25	
SECTION G – Lots 5a to 5n Specific Questions			Weighting% applied to the question				
AQG1	100/66/33/0	100					25
AQG2	100/66/33/0	100					25
SECTION H – All Lots Supply Chain			Weighting% applied to the question				
AQH1	Information Only	N/A	N/A	N/A	N/A	N/A	N/A
SECTION I – Lot 2 and Lot 3 Specific TUPE Question			Weighting% applied to the question				
AQI2	Information Only	N/A		N/A	N/A		

12. PRICE EVALUATION PROCESS

- 12.1 The Price Evaluation is weighted at 30%.
- 12.2 The instructions in this section 11 refer to Attachment 9 – Pricing Matrix Lot 1, Attachment 10 – Pricing Matrix Lot 2, Attachment 11 – Pricing Matrix Lot 3, Attachment 12 – Pricing Matrix Lots 4a to 4e and Attachment 13 – Pricing Matrix Lots 5a to 5n
- 12.3 Lot 1: Following the conclusion of the Quality Evaluation, the Potential Providers who have not been previously excluded and submitted a correctly completed Attachment 9 – Pricing Matrix Lot 1 and uploaded it into the e-Sourcing Suite at PQ1 in the Pricing Questionnaire will be evaluated in accordance with the process set out in this paragraph 12.
- 12.4 Lot 2: Following the conclusion of the Quality Evaluation, the Potential Providers who have not been previously excluded and submitted a correctly completed Attachment 10 – Pricing Matrix Lot 2 and uploaded it into the e-Sourcing Suite at PQ2 in the Pricing Questionnaire will be evaluated in accordance with the process set out in this paragraph 12.
- 12.5 Lot 3: Following the conclusion of the Quality Evaluation, the Potential Providers who have not been previously excluded and submitted a correctly completed Attachment 11 – Pricing Matrix Lot 3 and uploaded it into the e-Sourcing Suite at PQ3 in the Pricing Questionnaire will be evaluated in accordance with the process set out in this paragraph 12.
- 12.6 Lots 4a to 4e: Following the conclusion of the Quality Evaluation, the Potential Providers who have not been previously excluded and submitted a correctly completed Attachment 12 – Pricing Matrix Lots 4a to 4e and uploaded it into the e-Sourcing Suite at PQ4 in the Pricing Questionnaire will be evaluated in accordance with the process set out in this paragraph 12.
- 12.7 Lots 5a to 5n: Following the conclusion of the Quality Evaluation, the Potential Providers who have not been previously excluded and submitted a correctly completed Attachment 13 – Pricing Matrix Lots 5a to 5n and uploaded it into the e-Sourcing Suite at PQ5 in the Pricing Questionnaire will be evaluated in accordance with the process set out in this paragraph 12.

General

- 12.8 Potential Providers must download the applicable Pricing Matrix for each Lot for which you are tendering.
- 12.9 You must complete the applicable Pricing Matrix for each Lot for which you are tendering.
- 12.10 You must uploaded the completed applicable Pricing Matrix for each Lot you are tendering for into the e-Sourcing Suite:
- Attachment 9 - Pricing Matrix Lot 1 to question PQ1. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Pricing Matrix Lot 1]
 - Attachment 10 - Pricing Matrix Lot 2 to question PQ2. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Pricing Matrix Lot 2]
 - Attachment 11 - Pricing Matrix Lot 3 to question PQ3. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Pricing Matrix Lot 3]
 - Attachment 12 - Pricing Matrix Lots 4a to 4e to question PQ4. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Pricing Matrix Lot 4]

- Attachment 13 - Pricing Matrix Lots 5a to 5n to question PQ5. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Pricing Matrix Lot 5]
- 12.11 For each Lot in which you are submitting a Tender, you must insert prices into cells which are highlighted blue and green in accordance with the instruction provided within each Attachment on Tab 2 – Instructions.
- 12.12 Prices submitted in the boxes highlighted blue will be used for the Pricing evaluation and as such failure to insert an applicable price may result in your tender being deemed non-compliant and may be excluded from further participation in this procurement.
- 12.13 Information input into boxes highlighted green will not be evaluated or form part of the Pricing evaluation. In the event you are successful in any Lot(s), in this procurement the information provided will be incorporated into Framework Agreement Schedule 3 (Pricing and Charging Structure) and form the basis of the Contracting Authorities Call Off Agreement. Failure to provide this information may result in your Tender being deemed non-compliant and may be excluded from further participation in this procurement.
- 12.14 You must not alter, amend or change the format or layout of Attachment 9, Attachment 10, Attachment 11, Attachment 12 or Attachment 13 in any way. You must not insert or attach any notes or comments into any of the worksheets or upload as a separate attachment. Any such additional information will be disregarded by the Authority.
- 12.15 If a Potential Provider fails to submit a completed applicable Pricing Matrix for any Lot for which it is Tendering, its Tender for that Lot may be excluded from further participation in this Procurement.
- 12.16 All prices submitted must be excluding VAT and be in Great British Pounds Sterling (£). No zero bids will be accepted.
- 12.17 **Abnormally low tenders** – as part of the Price Evaluation process, if the Authority believes a pricing scenario is abnormally low it will conduct a further analysis of the offer in accordance with Regulation 69.
- 12.18 The Authority reserves the right to seek verification of any prices that it deems to be unsustainable in respect of the delivery of the Goods and Services required.
- 12.19 **Price Evaluation Process for Lot 1**
- 12.19.1 The instructions in this section 12.19 refer to Attachment 9 - Pricing Matrix Lot 1 and should be read in conjunction with that Attachment and Framework Schedule 3: Framework Prices and Charging Structure.
- 12.19.2 Lot 1 pricing will be evaluated on the basis of a 'basket' price of:
- a) Translation Pricing (Timescale 24 hours – 10 days) for Target Language Groups and Source Language Groups (Attachment 9 – Pricing Matrix Lot 1 tab 6)
 - b) Telephone Interpretation Spoken Services for NVQ Level 3 and Level 6 Ofqual (Attachment 9 – Pricing Matrix Lot 1 tab 7)
 - c) Non Spoken Face to Face Pricing for Qualified Registered and Trainee bands of Linguists for Rate 1: Monday to Friday 08:00 to 18:00 and Rate 2: Monday to Friday 18:00 to 08:00 hours, weekends and Public Holidays on per hour and per half day and full day delivered in Greater London and the Rest of the UK (Attachment 9 – Pricing Matrix Lot 1 tab 8)
 - d) Face to Face Pricing for all Language Groups On Demand (delivery within 2 hours at 80% fulfilment rate) and not On Demand for Interpreters Bands 1 to 5 in the region required for Rate 1: Monday to Friday 08:00 to 18:00 and Rate 2: Monday to Friday 18:00 to 08:00 hours, weekends and Public Holidays (Attachment 9 – Pricing Matrix Lot 1 tab 9)

- 12.19.3 The 'total basket price' for Lot 1 will be calculated by adding together:
- a) Tab 6 Basket Price for Evaluation
 - b) Tab 7 Basket Price for Evaluation
 - c) Tab 8 Basket Price for Evaluation
 - d) Tab 9 Basket Price for Evaluation
- 12.19.4 Where a price is required per word, you must enter a figure up to five decimal places excluding VAT in Great British Pounds Sterling (£).
- 12.19.5 Where a price is required per minute, you must enter a figure up to three decimal places excluding VAT in Great British Pounds Sterling (£).
- 12.19.6 All other prices you must enter a figure to two decimal places excluding VAT in Great British Pounds Sterling.
- 12.19.7 The Price Mark for Lot 1 will be rounded to two decimal place using the standard Excel 2010 formula.
- 12.19.8 Please see Annex 1 for a worked example for how the Authority will calculate the 'total basket price' for Lot 1 and Annex 2 for a worked example of how the Price Score for Lot 1 will be calculated.

12.20 Pricing Evaluation Process for Lot 2

- 12.20.1 The Instructions in this section 12.20 refer to Attachment 10 - Pricing Matrix Lot 2 and should be read in conjunction with that Attachment and Framework Schedule 3: Framework Prices and Charging Structure.
- 12.20.2 Lot 2 pricing will be evaluated on the basis of a 'basket' price of Translation Pricing (Timescale 24 hours – 10 days) for Target Language Groups and Source Language Groups for :
- a) Non-Technical English
 - b) Technical English
 - c) Marketing/ Publication
 - d) Proof Reading
- 12.20.3 The 'total basket price' for Lot 2 will be calculated by adding together the weighted price for Target Language Groups and Source Language Groups. Weightings are set out in the table below:

Language Group	Weighting
Group A – Western Europe	40%
Group B – Eastern Europe	40%
Group C – Asian, Arabic & Oriental	14%
Group D - African	3%
Group E Specialist (Rare)	3%

- 12.20.4 Prices must be entered as a figure excluding VAT in Great British Pounds Sterling (£).
- 12.20.5 Where a price is required per word, you must enter a figure up to five decimal places excluding VAT in Great British Pounds Sterling (£). All other prices you must enter a figure to two decimal places excluding VAT in Great British Pounds Sterling (£).
- 12.20.6 The Price Mark for Lot 2 will be rounded to two decimal place using the standard Excel 2010 formula.

- 12.20.7 Please see Annex 1 for a worked example for how the Authority will calculate the 'total basket price' for Lot 2 and Annex 2 for a worked example of how the Price Score for Lot 2 will be calculated

12.21 Pricing Evaluation Process for Lot 3

- 12.21.1 The Instructions in this section 12.21 refer to Attachment 11 - Pricing Matrix Lot 3 and should be read in conjunction with that Attachment.
- 12.21.2 For Lot 3 pricing will be evaluated on the basis of a 'basket' price of Telephone Interpretation Spoken Services, Spoken Video and Non Spoken Video Language Services.
- 12.21.3 The 'total basket price' for Lot 3 will be calculated by adding together the prices of Table A + Table B + Table C:
- a) Table A price is the weighted price for the Telephone Interpretation Spoken Services for NVQ Level 3 and Level 6 Ofqual. Spoken services weightings are set out in the table below:

Spoken Services	Weighting
Most Common Language	40%
2 nd Most Common Language	30%
3 rd Most Common Language	20%
All Other Languages	10%

- b) Table B price is the Spoken Video Language Services price for Interpreters Bands 1 to 5 for Rate 1 Monday to Friday 08:00 to 18:00 and Rate 2 Monday to Friday 18:00 to 08:00 hours, weekends (Friday 18:00 to Monday 08:00) and Public Holidays
- c) Table C price is the Non Spoken Video Language Services price for British Sign Language provided by Qualified Registered and Trainee bands of Linguists Rate 1: Monday to Friday 08:00 to 18:00 and Rate 2 Monday to Friday 18:00 to 08:00 hours, weekends (Friday 18:00 to Monday 08:00) and Public Holidays

- 12.21.4 The weightings for each Table are as follows:

Table	Weighting
Table A	90%
Table B	5%
Table C	5%

- 12.21.5 Please see Annex 1 for a worked example for how the Authority will calculate the total basket price for Lot 3 and Annex 2 for a worked example of how the Price Score for Lot 3 will be calculated.
- 12.21.6 Where a price is required per minute, you must enter a figure up to three decimal places excluding VAT in Great British Pounds Sterling (£). All other prices you must enter a figure to two decimal places excluding VAT in Great British Pounds Sterling (£).
- 12.21.7 The Price Mark for Lot 3 will be rounded to two decimal place using the standard Excel 2010 formula.

12.22 Pricing Evaluation Process for Lots 4a to 4e:

- 12.22.1 The Instructions in this section 12.22 refer to Attachment 12 - Pricing Matrix Lot 4 and should be read in conjunction with that Attachment and Framework Schedule 3: Framework Prices and Charging Structure.

12.22.2 For Lots 4a to 4e pricing will be evaluated on the basis of a 'basket' price of Non Spoken Face to Face Pricing, for Qualified Registered and Trainee bands of Linguists for Rate 1: Monday to Friday 08:00 to 18:00 and Rate 2: Monday to Friday 18:00 to 08:00 hours, weekends and Public Holidays on per hour and per half day and full day and Non Spoken Video Language Non Spoken Face to Face Pricing, for Qualified Registered and Trainee bands of Linguists for Rate 1: Monday to Friday 08:00 to 18:00 and Rate 2: Monday to Friday 18:00 to 08:00 hours, weekends and Public Holidays per minute..

12.22.3 The 'total basket price' for each Lot 4a to 4e will be calculated by adding together: the weighted prices of Table A + Table B + Table C:

- a) Table A: Non Spoken Face to Face price for British Sign Language provided by Qualified Registered and Trainee bands of Linguists Monday to Friday 08:00 to 18:00 and Monday to Friday 18:00 to 08:00 hours, weekends (Friday 18:00 to Monday 08:00) and Public Holidays maximum rate per hour
- b) Table B: Non Spoken Face to Face price for British Sign Language provided by Qualified Registered and Trainee bands of Linguists Monday to Friday 08:00 to 18:00 and Monday to Friday 18:00 to 08:00 hours, weekends (Friday 18:00 to Monday 08:00) and Public Holidays half day and full day
- c) Table C: Non Spoken Video Services price for British Sign Language provided by Qualified Registered and Trainee bands of Linguists Monday to Friday 08:00 to 18:00 and Monday to Friday 18:00 to 08:00 hours, weekends (Friday 18:00 to Monday 08:00) and Public Holidays per minute

12.22.4 The weightings for each Table are as follows:

Table	Weighting
Table A	40%
Table B	40%
Table C	20%

12.22.5 Please see Annex 1 for a worked example for how the Authority will calculate the total basket price for Lots 4a to 4e and Annex 2 for a worked example of how the Price Score for Lots 4a to 4e will be calculated.

12.22.6 Where a price is required per minute, you must enter a figure up to three decimal places excluding VAT in Great British Pounds Sterling (£).

12.22.7 Where a percentage figure is required you must enter a figure to two decimal places.

12.22.8 The Price Mark for Lot 4 will be rounded to two decimal place using the standard Excel 2010 formula.

12.23 Pricing Evaluation Process for Lots 5a to 5n:

12.23.1 The instructions in this section 12.23 refer to Attachment 13 - Pricing Matrix Lot 5 and should be read in conjunction with that Attachment and Framework Schedule 3: Framework Prices and Charging Structure.

12.23.2 For Lots 5a to 5n pricing will be evaluated on the basis of a 'basket' price of Face to Face Pricing for all Language Groups On Demand (delivery within 2 hours at 80% fulfilment rate) and not On Demand for Interpreters Bands 1 to 5 in the region required Monday to Friday 08:00 to 18:00 and Monday to Friday 18:00 to 08:00 hours, weekends and Public Holidays.

12.23.3 The weightings applied to Rate 1 and Rate 2 are as follows:

Rates	Weighting
Rate 1: Monday to Friday 08:00 to 18:00	80%
Rate 2: Monday to Friday 18:00 to 08:00 hours, weekends and Public Holidays.	20%

12.23.4 The 'total basket price' for Lots 5a to 5n will be calculated by adding together:

- a) Table A: Face to Face price for all Language Groups except On Demand for Interpreters Bands 1 to 5 in the region required with Rate 1 and Rate 2 weightings applied
- b) Table B: Face to Face price for all Language Groups On Demand for Interpreters Bands 1 to 5 in the region required with Rate 1 and Rate 2 weightings applied

12.23.5 Please see Annex 1 for a worked example for how the Authority will calculate the total basket price for Lots 5a to 5n and Annex 2 for a worked example of how the Price Score for Lots 5a to 5n will be calculated.

12.23.6 Where a price is required, you must enter a figure to two decimal places excluding VAT in Great British Pounds Sterling (£).

12.23.7 Where a percentage figure is required you must enter a figure to two decimal places.

All Lots

12.24 Prices submitted by Potential Providers in Attachment 9, Attachment 10, Attachment 11, Attachment 12 and Attachment 13 will be evaluated in accordance with the following process.

12.24.1 The Potential Provider with the lowest 'total basket' price, shall be awarded the maximum score available. The remaining Potential Providers shall be awarded a percentage of the score available equal to their 'total basket' price, relative to the lowest 'total basket price' submitted.

12.24.2 The Price evaluation will be scored as follows:

The maximum score available for this part of the Tender will be awarded to the lowest basket price overall price submitted by the Potential Provider. The remaining Potential Providers will receive marks on a pro rata basis from the cheapest to the most expensive price.

The calculation used is as follows:

$$\text{Price Score} = \frac{\text{Lowest 'total basket' Price Tendered}}{\text{Potential Providers Tender total basket price}} \times 100 \text{ Maximum Score Available}$$

12.22.8 The Price Mark for all Lots will be rounded to two decimal place using the standard Excel 2010 formula.

12.25 Price Evaluation methodology

12.25.1 The Price Evaluation Process as described in paragraph 12 will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.

- 12.25.2 Annex 1 of this ITT illustrates how a 'total basket price' for each Lot will be evaluated. The worked example and consists of a series of tables which provide a worked example for Lot 1, Lot 2, Lot 3, Lots 4a to 4e and Lots 5a to 5n. The worked examples are provided for illustrative purposes only; the prices used are fictitious and are provided purely to demonstrate how the Price Evaluation methodology will be applied.
- 12.25.3 For the purposes of Price Evaluation the 'total basket price' value in GBP (£) will be the basis upon which marks are allocated.
- 12.25.4 Rounding of calculations undertaken in the Price Evaluation process in this Procurement will be calculated to two decimal places using the standard Excel 2010 formula.
- 12.25.5 The Price Evaluation process and resultant ranking of Potential Providers (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in the Procurement process.

12.26 Final Score

- 12.26.1 Rounding of calculations undertaken in the Price Evaluation process in this Procurement will be calculated to two decimal places using the standard Excel 2010 formula.
- 12.26.2 Rounding takes place in the e-Sourcing Suite, rounding up to two decimal places. The Authority will not apply any other rounding. All results will be ranked by the highest score.
- 12.26.3 The Quality Score awarded for a Lot will be added to the Price Score for the same Lot to determine the final score for each Potential Provider in the applicable Lot ("Final Score").

	Quality Score (Maximum Score 70)	Price Score (Maximum Score 30)	Final Score (Maximum Score 100)
POTENTIAL PROVIDER A	65.70	20.25	85.95
POTENTIAL PROVIDER B	50.25	30.00	80.25

13. FINAL DECISION TO AWARD

- 13.1 Following evaluation of Potential Providers' Tenders in accordance with the evaluation process set out in this ITT, Framework Agreements will be concluded with those Potential Providers who offer the most economically advantageous Tenders starting from the Potential Provider with the highest score up to the maximum number of Suppliers that will be appointed to each Lot as set out in the table in paragraph 3 (Requirements and Lot Structure).
- 13.2 For the purposes of determining the final decision to award all the results will be ranked from highest score downwards. The Authority will then appoint the number of Suppliers to each Lot of the Framework Agreement as stated in paragraph 3 (Requirements and Lot Structure)
- 13.3 The maximum number of Suppliers for Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n may increase only where two or more Potential Providers have tied scores and are placed in the last position in respect of each lot. In such cases, Potential Providers who are tied with the same score in the last position for each Lot (Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n) shall be deemed to be one Supplier for the purpose of calculating the maximum number of Suppliers for each Lot. The Authority will award a Framework Agreement to additional Potential Providers where their Final Score is within 5% of the original awarded last place position score only. For the avoidance of doubt, last position for each Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n is 3rd position.
- 13.4 Lot 3 will be awarded to a single Supplier.
- 13.5 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
- 13.6 Should one of the top ranked Potential Providers (i.e. 1st to 3rd) in Lot 1, Lot 2, Lots 4a to 4e and Lots 5a to 5n decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 13.7 Following a Standstill Period of 10 calendar days a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 13.8 The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 13.9 The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

14. TUPE TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 14.1 The Authority considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply at the Call Off Agreement Stage for Lot 2 - Provision of Written Translation, Translation and Ancillary Services and Lot 3 – Provision of Telephone Interpreting and Video Language Services. TUPE may apply as the activities are considered to be fundamentally the same.
- 14.2 TUPE is not considered to be an issue in respect to Lots 1 Managed Service Provision, Lots 4a to 4e Non Spoken Face to Face and Video Language Services and Lots 5a to 5n Spoken Face to Face Interpreting on the basis that there is no organised grouping of employees dedicated to providing these services under the current arrangements. Potential Providers' should therefore not take TUPE into account when completing

Attachment 9 – Pricing Matrix Lot 1, Attachment 12 – Pricing Matrix Lot 4 and Attachment 13 - Pricing Matrix Lot 5

- 14.3 In respect of Lot 2 at present 2 of the 2 incumbent Suppliers have indicated that TUPE is relevant.
- 14.4 In respect of Lot 3 the single incumbent Supplier has indicated that TUPE is relevant
- 14.5 It is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the contract and to act accordingly. The Potential Provider is encouraged to carry out its own due diligence exercise.
- 14.6 Based on the assumption that TUPE may apply the Authority have acquired information relating to the employees of the 2 incumbent Suppliers on Lot 2 and the 1 incumbent Supplier on Lot 3 who have indicated that TUPE may be relevant. The Authority makes no representation that the information is complete or accurate, nor does the Authority indicate the effort that will be required to deliver the Service. Potential Providers' pricing models for Lot 2 and Lot 3 should include the costs associated with TUPE at Call Off Agreement stage.
- 14.7 Potential Providers shall not at any time make use for their own purpose or disclose to any person (except as may be required by law) any of the TUPE information provided to them (whether communicated orally, electronically or in writing). TUPE information shall be deemed to be strictly confidential and for use solely in connection with the preparation of Tenders and the administration of any Call Off Agreement arising from this Tender.
- 14.8 To receive the TUPE information you are required to complete the NON Disclosure Agreement – Attachment 15 and return via the e-Sourcing Suite messaging service. On receiving the completed Non Disclosure Agreement, the Authority will then send the TUPE information to you via the e-Sourcing suite.

15. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite;
Authority	means the Minister for the Cabinet Office (" Cabinet Office ") represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP; In this procurement, the Authority is acting as part of the Crown.
Award Questionnaire	means the award questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 11
Call Off Agreement	means a specific contract awarded by a Contracting Authority under the terms of the Framework Agreement. The template call-off contract terms and conditions, to be used for every Call Off Agreement awarded under the terms of the Framework Agreement, are at Attachment 6;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 8.2
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Goods and Services;
Contracting Authority	means the Authority and/or any other Contracting Authorities described in the OJEU Contract Notice;
Cyber Essentials	means one of the two levels of certification which are available under the Cyber Essentials Scheme;
Cyber Essentials Data	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme
Cyber Essentials Scheme	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials scheme can be found here: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
End User	means the person who actually uses the service
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 12.26.
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Schedule	means a schedule to the Framework Agreement;
Goods and Services	means the Goods and Services that may be provided by Suppliers, as set out at Framework Schedule 2;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;

Invitation to Tender or ITT	means this Invitation to Tender document and its Attachments, incorporating the Terms of Participation and all related documents published by the Authority in relation to this Procurement;
Lead Contact	means the individual nominated by the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the responses to the Selection and Award Questionnaires;
Lot	means a discrete sub-division of Goods and Services which are the subject of this Procurement as described in the OJEU Contract Notice;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of 1% per cent of all charges for the services invoiced to Contracting Authorities (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call Off Agreement;
Management Information or MI	means the management information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question as set out in Attachment 2 – Selection Questionnaire Response Guidance, Evaluation and Marking Scheme and Attachment 3 – Award Questionnaire Response Guidance, Evaluation and Marking Scheme;
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 10.6;
Minimum Quality Threshold	means for: Lot 1 - a Total Sub-Weighted Score of 57.00 Lot 2 - a Total Sub-Weighted Score of 57.00 Lot 3 - a Total Sub-Weighted Score of 57.00 Lots 4a to 4e - a Total Sub-Weighted Score of 57.00 Lots 5a to 5n - a Total Sub-Weighted Score of 57.00
Occasion of Tax Non Compliance	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Overseas	Means any foreign country outside of the UK
Potential Provider	has the meaning in paragraph 1.2;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;

Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 12.23.2
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Goods and Services to Contracting Bodies as described in the OJEU Contract Notice;
Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 11.2
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time;
Service Improvement Proposal	means a Supplier proposal to the Authority and the Contracting Authority for an improved, new or different way of providing the Services which will deliver benefits.
Small Medium Enterprise or SME	means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ ;
Standstill Period	has the meaning as set out in paragraph 12
Source Language	means the language in which text appears that is to be translated into another language;
Sub Contractor	means the third party from the list of sub-contractors in Framework Schedule 7 (Sub Contractors) or any third party engaged by the Supplier under a Sub Contract permitted pursuant to this Framework Agreement including without limitation those listed in Framework Schedule 7; means any Sub Contractor which, in the opinion of the Authority, performs (or would perform if appointed) a critical role by: a) providing the Goods and/or Services (or any part of them); b) providing facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or c) is responsible for the management, direction or control of the Goods and/or Services (or any part of them);
Supplier	means a Potential Provider with whom the Authority has concluded a Framework Agreement;
Target Language	means the language into which text has to be translated;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender.
Tender Clarifications Deadline	means the time and date set out in paragraph 4 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4 for the latest uploading of Tenders;
Voluntary Community Social Enterprise or VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

ANNEX 1: PRICING EVALUATION – WORKED EXAMPLES

The worked examples in this Annex 1 illustrate how the Authority will calculate the Total Basket Price for Lot 1, Lot 2, Lot 3, Lots 4a to 4e and Lots 5a to 5n

The worked example and consists of a series of tables which provide a worked example for Lot 1, Lot 2, Lot 3, Lots 4a to 4e and Lots 5a to 5n. The worked examples are provided for illustrative purposes only; the prices used are fictitious and are provided purely to demonstrate how the Total Basket Price will be calculated for each Lot.

Boxes highlighted BLUE require a price to be submitted by Potential Providers.

Boxes highlighted Grey are for evaluation purposes and are automatically populated.

- 1.1 Lot 1 - example**
- 1.2 Lot 2 - example**
- 1.3 Lot 3 - example**
- 1.4 Lot 4 - example**
- 1.5 Lot 5 - example**

1.1 Lot 1 – example Tab 6

Translation Pricing (Timescale 24 hours - 10 days)				
'Target Language' Groups	Non Technical English Charge per Word (£)	Technical English Charge per Word (£)	Marketing/ Publication Charge per Word (£)	Proof Reading Charge per Word (£)
Group A - Western Europe	0.08000	0.08200	0.07100	0.04000
Group B - Eastern Europe	0.09000	0.07900	0.07200	0.04500
Group C - Asian, Arabic & Oriental	0.09000	0.09500	0.07300	0.04500
Group D - African	0.10000	0.10000	0.07500	0.05000
Group E - Specialist (Rare)	0.10000	0.11000	0.07500	0.05700

'Source Language' Groups	Non Technical English Charge per Word (£)	Technical English Charge per Word (£)	Marketing/ Publication Charge per Word (£)	Proof Reading Charge per Word (£)
Group A - Western Europe	0.09000	0.07500	0.75000	0.02600
Group B - Eastern Europe	0.09000	0.08000	0.08000	0.02900
Group C - Asian, Arabic & Oriental	0.10000	0.08300	0.10000	0.03000
Group D - African	0.11000	0.09900	0.10000	0.04200
Group E - Specialist (Rare)	0.11000	0.09900	0.10000	0.04900

Evaluation		
Total Price (£)	Weighting	Weighted Price (£)
0.27300	40%	0.10920
0.28600	40%	0.11440
0.30300	14%	0.04242
0.32500	3%	0.00975
0.34200	3%	0.01026

Total Price (£)	Weighting	Weighted Price (£)
0.94100	40%	0.37640
0.27900	40%	0.11160
0.31300	14%	0.04382
0.35100	3%	0.01053
0.35800	3%	0.01074

Tab 6 Basket Price for Evaluation (£)	0.83912
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Lot 1 – example Tab 7

Table A Spoken Services	NVQ Level 3 Maximum Rate per	Level 6 Or Qual Maximum Rate per Minute (£)
Most Common Language	0.425	0.620
2nd Most Common Language	0.440	0.640
3rd Most Common Language	0.440	0.640
All Other Languages	0.480	0.680

Table B Spoken Video Language Services	Band 1 (£)	Band 2 (£)	Band 3 (£)	Band 4 (£)	Band 5 (£)
	Maximum Rate per Minute				
Rate 1	0.300	0.320	0.340	0.350	0.370
Rate 2	0.340	0.360	0.380	0.390	0.410

Table C Non Spoken Video Language Services	Rate 1		Rate 2	
	Qualified Registered	Trainee	Qualified Registered	Trainee
Non Spoken Services	Maximum Rate per Minute (£)		Maximum Rate per Minute (£)	
British Sign Language	0.600	0.550	0.645	0.595

Table A: Telephone		
Total Price (£)	Weighting	Weighted Price (£)
1.045	40%	0.418
1.080	30%	0.324
1.080	20%	0.216
1.160	10%	0.116
Table A price		1.074

Table B: Spoken Video Interpretation (£)	
	1.680
	1.880
Table B price	3.560

Table C: Non Spoken Video (£)	
	2.390
Table C price	2.390

Basket Price for Evaluation			
	Total Price (£)	Weighting	Weighted Price (£)
Table A	1.074	90%	0.967
Table B	3.560	5%	0.178
Table C	2.390	5%	0.120
Tab 7 - Basket Price for Evaluation			1.264

Lot 1 – example Tab 8

Table A Greater London	Rate 1		Rate 2	
	Qualified Registered	Trainee	Qualified Registered	Trainee
	Maximum Rate per Hour (£)		Maximum Rate per Hour (£)	
British Sign Language	48.00	32.00	48.00	32.00

Table B Rest of the UK	Rate 1		Rate 2	
	Qualified Registered	Trainee	Qualified Registered	Trainee
	Maximum Rate per Hour (£)		Maximum Rate per Hour (£)	
British Sign Language	35.00	30.00	40.00	35.00

Table C Greater London	Rate 1				Rate 2			
	Qualified Registered		Trainee		Qualified Registered		Trainee	
	Half Day (£)	Full Day (£)	Half Day (£)	Full Day (£)	Half Day (£)	Full Day (£)	Half Day (£)	Full Day (£)
British Sign Language	112.50	225.00	108.00	216.00	125.00	250.00	120.00	240.00

Table D Rest of the UK	Rate 1				Rate 2			
	Qualified Registered		Trainee		Qualified Registered		Trainee	
	Half Day (£)	Full Day (£)	Half Day (£)	Full Day (£)	Half Day (£)	Full Day (£)	Half Day (£)	Full Day (£)
British Sign Language	100.00	200.00	90.00	180.00	110.00	220.00	100.00	200.00

Table A: Greater London	Weighting	Weighted Price (£)
Table A price (£)	25%	40

Table B: Rest of the UK	Weighting	Weighted Price (£)
Table B price (£)	25%	349.125

Table C: Greater London	Weighting	Weighted Price (£)
Table C price (£)	25%	349.125

Table D: Rest of the UK	Weighting	Weighted Price (£)
Table D price (£)	25%	300

Basket Price for Evaluation (£)	
Table A	40.00
Table B	349.13
Table C	349.13
Table D	300.00
Tab 8 Basket Price for Evaluation	1,038.25

Lot 1 example Tab 9

Pricing for All Language Groups except for "On Demand" pricing. Minimum rate of one hour for Linguist.

Table A Pricing for All Language Groups except for "On Demand"	Band 1 (£)	Band 2 (£)	Band 3 (£)	Band 4 (£)	Band 5 (£)
	<i>Maximum Rate per Hour</i>				
Greater London					
Rate 1	18.00	19.00	20.00	22.00	23.00
Rate 2	20.00	21.00	22.00	24.00	25.00
Rest of UK					
Rate 1	17.00	18.00	19.00	21.00	22.00
Rate 2	19.00	20.00	21.00	23.00	24.00

On Demand requirements. Delivery within two hours at 80% fulfillment rate. Minimum rate of two hours for Linguist.

Table B Pricing for All Language Groups for "On Demand"	Band 1 (£)	Band 2 (£)	Band 3 (£)	Band 4 (£)	Band 5 (£)
	<i>Maximum Rate per Hour</i>				
Greater London					
Rate 1	20.00	22.00	24.00	26.00	28.00
Rate 2	22.00	24.00	26.00	28.00	30.00
Rest of UK					
Rate 1	19.00	21.00	23.00	25.00	27.00
Rate 2	21.00	23.00	25.00	27.00	29.00

Table A All Language Groups except for "On Demand"		
Total Price (£)	Weighting	Weighted Price (£)
102.00	80%	81.60
112.00	20%	22.40
97.00	80%	77.60
107.00	20%	21.40
Table A price		203.00

Table B All Language Groups for "On Demand"		
Total Price (£)	Weighting	Weighted Price (£)
120.00	80%	96.00
130.00	20%	26.00
115.00	80%	92.00
125.00	20%	25.00
Table B price		239.00

Basket Price for Evaluation Spoken Face to Face (£)	
Table A	203.00
Table B	239.00
Tab 9 Basket Price for Evaluation	442.00

Lot 1 – example Tab 10

tab 6 Written Translation, Transcription and Ancillary Services

Price for Evaluation (£)	0.83912
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tab 7 Telephone Interpreting and Video Services

Price for Evaluation (£)	1.264
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tab 8 Non Spoken Face to Face

Price for Evaluation (£)	1,038.25
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tab 9 Spoken Face to Face Interpretation UK

Price for Evaluation (£)	442.00
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Total Basket Price for evaluation = tab 6 + tab 7 + tab 8 + tab 9

Total Basket Price for Evaluation (£)	1,482.35312
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Lot 2 – example

Translation Pricing (Timescale 24 hours - 10 days)				
Target Language Groups	Non Technical English Charge per Word (£)	Technical English Charge per Word (£)	Marketing/ Publication Charge per Word (£)	Proof Reading Charge per Word (£)
Group A - Western Europe	0.08000	0.82000	0.07100	0.04000
Group B - Eastern Europe	0.09000	0.07900	0.07200	0.04500
Group C - Asian, Arabic & Oriental	0.09000	0.09500	0.07300	0.04500
Group D - African	0.10000	0.10000	0.07500	0.05000
Group E - Specialist (Rare)	0.10000	0.11000	0.07500	0.05700

Evaluation		
Total Price (£)	Weighting	Weighted Price (£)
1.01100	40%	0.40440
0.28600	40%	0.11440
0.30300	14%	0.04242
0.32500	3%	0.00975
0.34200	3%	0.01026

Source Language Groups	Non Technical English Charge per Word (£)	Technical English Charge per Word (£)	Marketing/ Publication Charge per Word (£)	Proof Reading Charge per Word (£)
Group A - Western Europe	0.09000	0.07500	0.07500	0.02600
Group B - Eastern Europe	0.09000	0.08000	0.08000	0.02900
Group C - Asian, Arabic & Oriental	0.10000	0.08300	0.10000	0.03000
Group D - African	0.11000	0.09900	0.10000	0.04200
Group E - Specialist (Rare)	0.11000	0.09900	0.10000	0.04900

Total Price (£)	Weighting	Weighted Price (£)
0.26600	40%	0.10640
0.27900	40%	0.11160
0.31300	14%	0.04382
0.35100	3%	0.01053
0.35800	3%	0.01074

Total Basket Price for Evaluation (£)	0.86432
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1.2 Lot 3 – example

Spoken Services	NVQ Level 3 Pence per	Level 6 Ofqual
Most Common Language	0.425	0.620
2nd Most Common Language	0.440	0.640
3rd Most Common Language	0.440	0.640
All Other Languages	0.480	0.680

Table B Spoken Video Language Services	Band 1	Band 2	Band 3	Band 4	Band 5
	Maximum Rate per Minute (£)				
Rate 1	0.300	0.340	0.380	0.420	0.460
Rate 2	0.350	0.390	0.430	0.470	0.510

Table C Non Spoken Video Language Services	Rate 1		Rate 2	
	Qualified Registered	Trainee	Qualified Registered	Trainee
Non Spoken Services	Rate per Minute (£)		Rate per Minute (£)	
British Sign Language	0.400	0.340	0.500	0.460

Table A: Telephone		
Total Price (£)	Weighting	Weighted Price (£)
1.045	40%	0.418
1.080	30%	0.324
1.080	20%	0.216
1.160	10%	0.116
Table A price (£)		1.074

Table B: Spoken Video Interpretation (£)	
	1.900
	2.150
Table B price (£)	4.050

Table C: Non Spoken Video	
Table C (£)	1.700

Basket Price for Evaluation			
	Total Price (£)	Weighting	Weighted Price (£)
Table A	1.074	90%	0.967
Table B	4.050	5%	0.203
Table C	1.700	5%	0.085
Total Basket Price for Evaluation			1.254

1.3 Lots 4a to 4e – example

Table A Greater London Maximum rate per hour	Rate 1		Rate 2	
	<i>Qualified Registered</i>	<i>Trainee</i>	<i>Qualified Registered</i>	<i>Trainee</i>
	<i>Maximum Rate per Hour (£)</i>		<i>Maximum Rate per Hour (£)</i>	
British Sign Language	35.00	30.00	40.00	35.00

Table A: Greater London		Weighting	Weighted Price (£)
Table A price	140.00	40%	56.00

Table B Greater London Half Day / Full Day	Rate 1				Rate 2			
	<i>Qualified Registered</i>		<i>Trainee</i>		<i>Qualified Registered</i>		<i>Trainee</i>	
	<i>Half Day (£)</i>	<i>Full Day (£)</i>	<i>Half Day (£)</i>	<i>Full Day (£)</i>	<i>Half Day (£)</i>	<i>Full Day (£)</i>	<i>Half Day (£)</i>	<i>Full Day (£)</i>
British Sign Language	140.00	280.00	120.00	240.00	150.00	300.00	125.00	250.00

Table B Greater London	Weighting	Weighted Price (£)	
Table B price	1,605.00	40%	642.00

Table C Non Spoken Video Language Services	Rate 1		Rate 2	
	<i>Qualified Registered</i>	<i>Trainee</i>	<i>Qualified Registered</i>	<i>Trainee</i>
	<i>Rate per Minute (£)</i>		<i>Rate per Minute (£)</i>	
British Sign Language	0.720	0.650	0.800	0.750
Irish Sign Language				
Foreign Sign Language				
Lipspeakers				

Table C:		Weighting	Weighted Price (£)
Table C price	2.92	20%	0.584

Basket Price for Evaluation (£)	
Table A	56.00
Table B	642.00
Table C	0.584
Basket Price	698.584

1.4 Lot 5a – Greater London examples

Pricing for All Language Groups except for "On Demand" pricing. Minimum rate of 1 hour for Interpreters					
Table A Greater London Pricing for All Language Groups except for "On Demand" pricing	Band 1	Band 2	Band 3	Band 4	Band 5
	Maximum Rate per Hour (£)				
Rate 1	16.00	17.00	19.00	20.00	23.00
Rate 2	19.00	20.00	22.00	23.00	26.00

On Demand Pricing. Delivery within two hours at 80% fulfillment rate. Minimum rate of two hours for Interpreters.					
Table B Greater London Pricing for All Language Groups for "On Demand" pricing	Band 1	Band 2	Band 3	Band 4	Band 5
	Maximum Rate per Hour (£)				
Rate 1	19.00	20.00	23.00	26.00	29.00
Rate 2	22.00	25.00	26.00	29.00	32.00

Table A All Language Groups except for "On Demand"		
Total Price (£)	Weighting	Weighted Price (£)
95.00	80%	76.00
110.00	20%	22.00
Table A price		98.00

Table B All Language Groups for "On Demand"		
Total Price (£)	Weighting	Weighted Price (£)
117.00	80%	93.60
134.00	20%	26.80
Table B price		120.40

Basket Price for Evaluation -Lot 5a	
Table A	98.00
Table B	120.40
Total Basket Price for Evaluation (£)	218.40

ANNEX 2: CALCULATION OF PRICE SCORE – WORKED EXAMPLE

Annex 2 of this ITT illustrates how the Price Score for each Lot will be calculated. The worked example consists of a table which provide a worked example for a Lot. The worked example provided is for illustrative purposes only; the prices used are fictitious and are provided purely to demonstrate how the Price Evaluation methodology will be applied.

Table 1:

	Total Basket Price	Price Mark Maximum Mark 100	Price Score Weighted 30% (Maximum Price Score 30)
Potential Provider A	119.00	84.03	25.21
Potential Provider B	125.00	80.00	24.00
Potential Provider C	140.00	71.43	21.43
Potential Provider D	130.00	76.92	23.08
Potential Provider E	110.00	100.00	30.00
Potential Provider F	110.00	100.00	30.00

- 1.1 Table 1 shows 6 fictitious Potential Providers who are Tendering for a Lot.
- 1.2 The table shows the total basket price for each Potential Provider.
- 1.3 The Authority will evaluate each Potential Providers total basket price for a Lot by comparing it against all other Potential Providers total basket prices for the same Lot.
- 1.4 The Potential Provider who has the lowest total basket price in a Lot will receive 100% of the available marks which is the maximum mark.
- 1.5 The maximum number of marks available for each Potential Providers total basket price is 100 marks.
- 1.6 Where two or more Potential Providers have an equal lowest total basket price, then these Potential Providers will achieve 100% of the maximum marks available.
- 1.7 Every other Potential Provider total basket price for a Lot will be awarded a percentage of the maximum score available relative to the lowest total basket price.
- 1.8 For example, using the fictitious table above, Potential Provider A has a total basket price of 119.00
- 1.9 The lowest basket price for the Lot was 110.00, Potential Provider E
- 1.10 However Potential Provider F also has a total basket price of 110.00
- 1.11 Therefore both Potential Provider E and Potential Provider F receive 100% of the maximum marks available, i.e. a Price Mark of 100 marks

The Authority will apply the following calculation to all other submissions:

$$\frac{\text{Lowest total basket price tendered}}{\text{Potential Providers total basket price tendered}} \times 100$$

- 1.12 Rounding of calculations undertaken in the calculation of the Price Mark and Price Score will be calculated to two decimal places using the standard Excel 2010 formula.
- 1.13 The Price Evaluation is weighted at 30% therefore Potential Providers E and Potential Provider F both achieve a maximum Price Score of 30.