

Scottish Procurement

Framework Agreement for the Provision of Interpreting, Translation and Transcription Services

Reference: SP-21-001

Buyer's guide

Version 1.2 - December 2023

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1. INTRODUCTION

This buyer's guide provides guidance to eligible Framework Public Bodies on how to access and use the Interpreting, Translation and Transcription Services framework.

2. FRAMEWORK DOCUMENTS

Information regarding pricing and terms and conditions can now be found on Knowledge Hub.

If you are not registered to access this site and are eligible to use the framework <u>please complete the template</u> and send to the Scottish Procurement contact detailed in section 12 of this buyer's guide.

3. WHO CAN ACCESS THE FRAMEWORK?

The framework agreement will be available for use by the Scottish Ministers (including Agencies), Scottish Non-Departmental Public Bodies, offices in the Scottish Administration which are not ministerial offices, cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998, The Office for the Secretary of State for Scotland, the Scotlish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, bodies registered as social landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, Student Loans Company Limited, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, Scottish Futures Trust, Equality and Human Rights Commission, Business Stream Ltd, the Business Gateway National Unit at the Convention of Scottish Local Authorities, further or higher education institutions being fundable bodies within the meaning of section 6 of the further and Higher Education (Scotland) Act 2005, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing. In addition to the contracting authorities listed, the framework agreement will be available to charities entered on the Scottish Charity Register and voluntary organisations entered on the Membership Database of the Scottish Council for Voluntary Organisations.

Information about **Scottish Public Bodies** is available online.

Note: It is the responsibility of any Framework Public Body to determine its eligibility to use the framework. Guidance on this can be found in <u>Scottish Government Guidance on Framework Agreements</u> If there is any doubt, legal advice should be sought.

4. DURATION AND EFFECTIVE DATE

The framework agreement commenced on 12 November 2021 and will run for four years until 11 November 2025.

5. FRAMEWORK SERVICE PROVIDERS

Three Suppliers have been awarded this framework agreement:

- Global Connections (1st ranked)
- Global Language Services Ltd (2nd ranked)
- DA Languages Ltd (3rd ranked)

The contact details for all Suppliers are at annex C.

6. FRAMEWORK SCOPE

The Framework Agreement covers the provision of:

- Interpreting (face-to-face, remote video and telephone) from English into a wide range
 of spoken languages and dialect and from those languages and dialect into English or
 other languages as requested by framework public bodies.
- Translation and transcription services from English into a wide range of spoken languages and from those languages into English or other languages as requested by framework public bodies including:
- text to braille or other tactile or touch formats
- speech (audio) to text including tape recordings and other electronic media, audio
- video to text
- text to speech (audio) including tape recordings and other electronic media, audio and video

Please refer to Schedule 1 (Statement of Requirements) in the Entire Agreement for full details of the Framework scope.

7. OUT OF FRAMEWORK SCOPE

The framework does not cover British Sign Language or English to English transcription.

8. PROCUREMENT REFORM (SCOTLAND) ACT 2014

Buyers are reminded of the obligations contained in the <u>Procurement Reform (Scotland) Act</u> <u>2014</u> in relation to the award of contracts including those awarded as a result of a framework call-off/mini competition.

In particular, buyers should note that in accordance with <u>Section 23(2)</u> the award of contracts must be publicised on the Public Contracts Scotland website and in accordance with <u>Section 35</u> contracts must be registered in the contracting authority's "contracts register".

Your attention is also drawn to the requirement to provide feedback in accordance with Section 32 and Section 33.

9. HOW TO ACCESS THE FRAMEWORK SERVICES

If a public body wishes to access the framework for regular, ongoing services they have two options as detailed in Schedule 3 of the Entire Agreement – Direct Award and Mini Competition:

Direct Award

The Framework Public Body may choose the Direct Award option and go to the first ranked Framework Supplier in the first instance, subject to the following:

- Stated requirement for a Call-Off Contract for a single/individual or one off requirement/order;
- Service Requirements as stated by the Framework Public Body;
- On the basis of the Standard Terms of Supply (Schedule 5 of the Entire Agreement);
- On the basis of the prices detailed in Schedule 2 of the Entire Agreement.

In the event that the Supplier ranked first is unable to supply for the single/individual/one-off requirement/order, in terms of meeting the criteria as detailed by the Framework Public Body, the Framework Public Body may then offer the requirement to the Supplier ranked number two. Should the second ranked Supplier be unable to fulfil the requirement, the Framework Public Body may then offer the requirement to the Supplier ranked number three.

The Framework Supplier ranking is as follows:

1st – Global Connections;

2nd - Global Language Services Ltd

3rd – DA Languages Ltd

The Standard Terms of Supply detailed at Schedule 5 will automatically apply to any Direct Award Call-Off Contract.

Framework Public Bodies should complete a Schedule 5.9 informing the supplier of any data protection requirements where personal data is to be processed. It is recommended that Schedule 5.9 is completed and agreed once with each supplier to cover any subsequent call offs.

An example template order form for a Direct Award Call-Off is attached in Annex A of this Schedule 3.

Mini Competition

Where the Framework Public Body's requirements are not met in full by the terms set out in the Framework Agreement, or the Framework Public Body wishes to amend or better the terms, the Framework Public Body may choose to undertake a Mini-Competition inviting <u>all</u> Suppliers on the Framework to bid for the work for a set period of time, making an award to the highest scoring bidder, based on stated criteria and subject to the following:

- Requirement for a Duration Call-Off Contract for all requirements during a stated contract period except to the extent that the successful supplier is unable to meet a specific requirement;
- Service Requirements as detailed by the Framework Public Body;
- Schedule 5 and relevant Schedules 5.1 5.10 of the Entire Agreement to be completed and signed by both parties.

The Supplier may not unilaterally increase the pricing in the Framework Pricing Schedule (Schedule 2 of the Entire Agreement), but nothing in the Framework Agreement prevents the Supplier from improving on the pricing in the Framework Pricing Schedule for the purposes of a Duration Call-off Contract awarded via a Mini-Competition.

The provisions detailed at Schedule 2 (Pricing) of the Entire Agreement in relation to travel and subsistence should not be changed for the purposes of a Duration Call-Off Contract.

Framework Public Bodies may establish call-off service contracts up to the last day of the framework agreement. The duration of the established call off service contract (either a directly awarded individual requirement or a duration contract) can run past the expiry or termination date of the framework agreement.

Direct Award

- For each individual/one off requirement
- Framework standard Terms & Conditions apply
- Framework pricing applies (Schedule 2)
- Uses ranked suppliers
- Schedule 5.9 Data Protection to be completed where personal data is to be processed. It is recommended that Schedule 5.9 is completed and agreed once with each supplier to cover any subsequent call offs.

Mini Competition

- Where requirements are not met in full by the terms set out in the Frameowrk, or the Framework Public Body wishes to amend or better the terms/better pricing
- To amend terms and conditions/better pricing
- All suppliers must be included
- Travel & Subsistance terms (Schedule 2) cannot be changed.
- \bullet Schedule 5 (and relevant Schedules 5.1 5.10) to be completed and signed by both parties

10. REQUESTING AN INTERPRETER/TRANSLATOR/TRANSCRIPTION

Individual Framework Public Bodies will each agree with the Supplier(s) the best method for calling on the services (for example, Supplier electronic booking system, order form emailed). If you decide to opt for submitting a form, you may find the example template at Annex A of use to incorporate your organisation's needs.

Framework Public Bodies should also consult their own internal ordering guidelines if applicable.

Global Connections should acknowledge your request and confirm the order within 24 hours (if non urgent). They should then provide details of a suitably qualified interpreter/translator who is available within a 45 mile radius of the requirement.

You should notify Global Connections that the response has been accepted.

If, however, Global Connections is unable to provide an interpreter/translator with neither the necessary qualifications nor within the 45 mile radius, they should highlight this to you and provide an alternative, highlighting the alternative linguists qualifications/experience and any associated travel and subsistence costs involved*. It is at the public bodies discretion whether the alternative proposal is accepted.

Should you decide **not** to accept the alternative proposal, you should then contact Global Language Services Ltd, the second ranked Supplier about your request. Global Language Services Ltd may be able to meet your request with an interpreter/translator who holds the necessary qualifications and is located within a 45 mile radius. If they cannot provide a linguist

specific to your requirements you can contact DA Languages Ltd the third ranked Supplier about your request.

Tips:

- Be clear in your requirements when completing a services request
- Provide clear instructions for each appointment booked
- Give as much notice as possible for pre-booked appointments

11. FRAMEWORK MANAGEMENT

Scottish Procurement will manage this agreement at a framework level. This will include a number of activities such as management of any supplier performance issues and collating management information for the framework.

At a local level, Framework Public Bodies will manage contracts awarded under this framework dealing with day to day Supplier issues, with a view to resolving these locally.

Framework Public Bodies can request their own management information and meetings with the Supplier(s). All framework Suppliers are aware of the need to supply management information to Framework Public Bodies as part of the framework terms and conditions.

The management roles and responsibilities of the suppliers, framework public bodies and Scottish Procurement can be found in schedule 4 (Management Arrangements) of the entire framework agreement.

12. SCOTTISH PROCUREMENT POINTS OF CONTACT

The Scottish Procurement framework contacts are:

Paul Brydon – Senior Portfolio Specialist Paul.Brydon@gov.scot

Liz Burns – Portfolio Specialist Liz.Burns@gov.scot

13. FAIR WORK PRACTICES/SUSTAINABILITY/COMMUNITY BENEFITS/CYBER ESSENTIALS

The Invitation to Tender (ITT) asked suppliers to describe how their organisations would support the Scottish Government and Framework Public Bodies policies on fair work practices, sustainability and community benefits. They were also asked to describe their procedures for storing/retaining/transmitting data to ensure continuity of service and protection against cyberattacks.

A summary of the responses received by the successful Suppliers are provided at annex C.

All three suppliers appointed to the Framework Agreement are SMEs. All three have committed to pay the Real Living Wage to employees involved in the delivery of the framework agreement.

Individual Framework Public Bodies and the Suppliers will agree the format for ordering services. It is likely that an electronic booking system will be used. There may, however, be instances when a form will need to be submitted. In such cases, Framework Public Bodies may find this sample template useful for developing an agreed format with the Suppliers.

EXAMPLE – CALL OFF ORDER FORM FOR DIRECT AWARD RANKED OPTION SINGLE INSTRUCTION REQUEST (ORDERING AN INTERPRETER/TRANSLATOR)

Interpreting, Translation and Transcription Services Framework Ref: SP-21-001

PART A: For completion by Framework Public Body

Framework Public	Name:		
Body title			
	Name:		
Contact	Designation:		
Designation	Address:		
Contact	Phone:		
Details	Email:		
Invoice contact	Name:		
and address (if	Address:		
different)	Phone:		
	Email:		
Order number	To be quoted on all correspondence relating to this order		
	form:		
Order date			

Requirements			
Delivery date			
Delivery time			
Delivery venue			
Services required			
Please state the service(s) required below [interpreting (face-to-face, remote video or telephone)/translation/transcription]:			
Details of services required			
Language			
Please state other requirements if different from standard criteria:			
Qualifications and Experience			

Disclosure		
Location		
Cancellation		
Turnaround		
Order duration		
The Standard	Terms and Co	e awarded in accordance with this Order Form. nditions (Schedule 5) for Interpreting, Services, Reference SP-21-001 shall apply to
For and on beha	alf of the Fram	ework Public Body:
Name and title		
Signature		
Date		
PART B FOR COMPLETION Supplier Contract Manager and address for Notices	Name: Address: Phone: Fax: Email:	IER
Supplier's resp	onse	T
Name of interpreter		
Language		
Qualifications and experience		

Supplier's response		
Name of interpreter		
Language		
Qualifications and experience		
Disclosure		
Location		
Delivery date		
Delivery time		
Delivery venue		
Price (including any travel and s separately here):	ubsistence costs which must be identified	

Please use this space to provide any other information relevant to the order confirmation:		

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

Supplier Contact Details

Interpreting, Translation and Transcription Services Framework Ref: SP-21-001

Rank	Supplier Name			Contact
	Global Connections (Scotland) Ltd	Global Connections (Scotland) Ltd 180 Hope Street Glasgow G2 2UE		
		James Miller, Quality Manager (Complaints and General Contractual Enquiries) <u>j.miller@globalconnects.com</u> / <u>contracts@globalconnects.com</u>		
1 0		Diana Ayobami, Translation Team Leader (Translation enquiries out with standard request) d.ayobami@globalconnects.com		
		Anastasia Mourgela, Interpreting Team Leader (Interpreting enquiries out with standard request) a.mourgela@globalconnects.com		
		Phone:		Interpreting - 0141 352 5663
				Translation and Transcription - 0141 352 5668
		General Enquiries Email:		Interpreting - interpreting@globalconnects.com Translation and Transcription - info@globalconnects.com / translations@globalconnects.com
		T		
	Global Language Services Ltd	Glasgow – Head Office	Global Langu 64 Darnley St Glasgow G41	
2				0141 429 3429 (24 hours) 2 globalglasgow.com
			Translation: Telephone 01 Email – <u>trans</u>	l41 465 8828 lations@globalglasgow.com
		Edinburgh	Belgrave Bus 45 Frederick Edinburgh El	Street
			Telephone –	0131 220 0115

			Email - mail@globaledinburgh.com	
		Inverness	Aberdeen Suite Castle House Fairways Business Park Inverness IV2 6AA Telephone – 01463 592116 Email - mail@globalinverness.com	
3	DA Languages Ltd	Stratham House, Talbot Road, Stretford, Greater Manchester M32 0FP Elitsa Kvasova, Client Implementation executive Email: elitsa.kvasova@dalanguages.co.uk Tel: 0161 543 1822 Cristina Buzovschi, Client Implementation executive: Email: cristina.buzovschi@dalanguages.co.uk Tel: 0161 543 1814 DA Languages Client Implementation team: Email: implementations@dalanguages.co.uk		

Fair work first, sustainability, community benefits, cyber essentials

The Invitation to Tender (ITT) asked suppliers to explain how they operate their businesses to take account of fair work first; sustainability; community benefits; cyber essentials. The details below provide an outline of how the successful Suppliers responded.

Fair work first

Suppliers were asked to demonstrate how their organisation would commit to progressing towards adopting and continually embedding Fair Work First criteria for workers (including any agency or sub-Supplier workers, interpreters and translators) engaged in the delivery of this contract. This included:

- appropriate channels for effective voice, such as trade union recognition;
- investment in workforce development;
- no inappropriate use of zero hours contracts;
- action to tackle the gender pay gap and create a more diverse and inclusive workplace; and,
- providing fair pay for workers (for example, payment of the real Living Wage).

Some examples of fair work practices highlighted by successful tenderers are:

- Living Wage Accreditation;
- Commitment to pay the Real Living Wage to all staff directly involved in the delivery of services under the Framework Agreement;
- No inappropriate use of Zero Hours contracts;
- Occupational health, counselling and wellbeing support for linguists;
- Flexible working practices for staff and linguists;
- Recognition of trade unions;
- Opportunities for work experience and apprenticeships for school/college leavers;
- Online training modular training for linguists;
- Free annual CPD allowances for linguists;
- Subsidised training/course fees for further qualifications, including DPSI;
- Staff open forums;
- Surveys and meetings with representatives of linguists;
- Weekly newsletters to linguists.

Sustainability

Suppliers were asked to demonstrate how they would proactively support the delivery of the Framework Public Body(s) respective Sustainability (Social and Ethical) and Environmental Policies in accordance with the Scottish Government's commitments towards sustainability in relation to the delivery of the Services under this Framework Agreement. This included any measures they have in place to ensure, monitor and report sustainability across their supply chain.

Some examples of sustainable practices highlighted by the successful tenderers are:

- Monitoring total interpreter mileage generated for face-to-face appointments;
- Monitoring number of appointments serviced by public transport vs private car;
- Promoting remote and telephone interpreting where applicable;
- Sourcing locally based interpreters;

- Support of schemes and initiatives eg to encourage staff to cycle to work;
- Liaising with schools, colleges and higher education institutions participating in career fairs, talks, seminars, training programmes and employability programmes;
- Disability inclusive employer;
- Subsidising linguist training specifically in DPSI;
- Local offices based in various places in Scotland, employing local people and creating job opportunities;
- Working closely with Equality organisations engaging with talks and seminars on equality and diversity.

The Supplier will, at all times, attempt to provide an interpreter (excluding remote video and telephone interpreting) from within 45 miles of the location that the assignment is required. This is to enable assignments to be allocated to local interpreters who live in the area and so can travel most economically to the location that the assignment is required. This also encourages lower motor miles in line with Scottish Ministers' objectives on sustainability and lower carbon emissions.

Community benefits

Suppliers were asked to provide details of their proposals to support Scottish Procurement to meet Scottish Government's overall community benefits policy through this Framework Agreement.

Community benefits proposals submitted by successful tenderers include:

- Job opportunities for ethnic minority groups;
- Guaranteed interview to a long term unemployed person (who meet the minimum essential criteria of the person description);
- Support to ethnic minority and diversity initiatives, events and organisations within the local communities;
- Supporting a range of initiatives from volunteering work to contributing to schools and education.

Cyber essentials

All three suppliers are Cyber Essentials Plus accredited. Two are ISO27001 accredited with one working towards the accreditation with a target date of April 2022. This will be monitored by Scottish Procurement.