

Meeting of:	<b>Cabinet</b>
Date of Meeting:	<b>Monday, 24 May 2021</b>
Relevant Scrutiny Committee:	Corporate Performance and Resources
Report Title:	Renewal of Welsh Translation Contract
Purpose of Report:	To obtain Cabinet approval to undertake a formal procurement process for the renewal of Welsh language translation services.
Report Owner:	Executive Leader and Cabinet Member for Performance and Resources
Responsible Officer:	Rob Thomas, Managing Director
Elected Member and Officer Consultation:	Head of Policy and Business Transformation and Senior Leadership Team
Policy Framework:	This is a matter for Executive decision.
<p>Executive Summary:</p> <ul style="list-style-type: none"> <li>• The report seeks approval to tender for the procurement of a renewed Welsh translation contract.</li> <li>• The current contract with Cardiff Council is due to end on 31st August 2021.</li> <li>• The Council is required to engage in a procurement exercise to ensure that a Welsh translation contract is in place by 1st September to avoid disruption of services.</li> </ul>	

## **Recommendations**

1. That Cabinet approve the proposals as set out in this report to enable a tender process to be conducted to renew the Council's Welsh Language translation service.
2. That Cabinet receive a further report at the conclusion of the tender exercise to seek approval to award the contract at that stage.

## **Reasons for Recommendations**

1. To enable the formal procurement process to be run in a timely way and in line with the Council's financial regulations.
2. To enable Cabinet to consider the results of the tender process and enable the contract to be awarded in due course.

### **1. Background**

- 1.1 In order to comply with the Welsh Language Standards, the Council is required to translate documentation and information so as to make these available in both Welsh and English. Upon request, customers and other stakeholders are able to request simultaneous live translation into Welsh during meetings and other events where certain criteria are met.
- 1.2 The Council has a Welsh Language Promotion Strategy which seeks to proactively encourage the use of Welsh by staff and residents. In the latest information available, it is estimated that 21% of Vale of Glamorgan residents are Welsh speakers.
- 1.3 The Council's demand for Welsh translation has increased over the last five years. Prior to the current arrangement with Cardiff Council's Translation Service, the Council directly employed translation staff. However, given the demand for translation required, a decision was taken to undertake a procurement exercise and award a contract for the provision of translation services.
- 1.4 The Council is currently in the fourth year of a contract with Cardiff Council during which time an average of 2 million words per annum have been translated. Prior to September 2017 the Council was in a Service Level Agreement with Cardiff Council.
- 1.5 All translations are sent by individual officers via an online portal and returned by email. The use of this portal has saved considerably on the costs of administration. This report sets out the proposed approach to procuring a replacement contract for the provision of Welsh Language translation services and seeks Cabinet approval to commence the procurement process.

## 2. Key Issues for Consideration

- 2.1** The provision of an efficient Welsh translation service is essential to enable the Council to comply with the Welsh language standards. This includes the provision of written translation and the provision of simultaneous live translation services.
- 2.2** The recently introduced Local Government & Elections (Wales) Act (2021) will increase the demand for translated material, with the Council committing to translating Council Committee agendas, minutes and decision notices.
- 2.3** An increasing number of people are accessing information in both Welsh and English and the Council is committed to ensuring Welsh is treated no less favourably than English in line with the various requirements covered by the Standards.
- 2.4** It is proposed to undertake a procurement exercise in order to identify, appraise and award (subject to Cabinet approval in due course) a contract which meets the needs of the Council for the coming years. The anticipated Contract duration will be for a period of three years with an option to extend for a further year and with an option for the Council to break at any time after 2 years by giving 6 months' notice. The anticipated start date is 1st September 2021.
- 2.5** In order to manage the procurement and adoption of the translation service, a project team comprising colleagues from Corporate Equalities, Procurement, ICT, Democratic Services and the Communications team will be assembled. The project will be sponsored by the Head of Policy & Business Transformation and managed by the Corporate Equalities Officer.
- 2.6** The project will ensure the procurement process is correctly followed in line with the Council's financial regulations and any service implemented and communicated effectively by 1<sup>st</sup> September 2021.
- 2.7** The indicative timescale for the procurement and implementation process is summarised as follows:

Stage	Date(s)/time
Issue of Invitation to Tender	8 <sup>th</sup> June 2021
Deadline for clarification requests and receipt of Confidentiality Agreements.	29 <sup>th</sup> June 2021
Closing date for submission of Tenders	12:00:00 Noon 8 <sup>th</sup> July 2021
Evaluation of Tenders	9 <sup>th</sup> July – 15 <sup>th</sup> July 2021
Tenderer interviews / presentation	15 <sup>th</sup> – 16 <sup>th</sup> July
Cabinet	19 <sup>th</sup> July

Stage	Date(s)/time
Notification of result of evaluation	By 11 <sup>th</sup> August
Standstill period	11 <sup>th</sup> August 2021 – 22 <sup>nd</sup> August 2021
Expected date of award of Contract(s)	23 <sup>rd</sup> August 2021
Contract commencement	1 <sup>st</sup> September 2021

**2.8** An Invitation to Tender (ITT) has been drafted which sets out the high-level requirements for the service which include:

- The service needs to be accurate and timely.
- Billing and analysis processes should be fully automated.
- An online portal is vital to enable documents to be submitted and returned to the user.
- Capacity to translate certain urgent documents as required.
- The contract needs to be in place by 1st September 2021.

**2.9** To inform the ITT, an evaluation of the current service provided by Cardiff Council’s Translation Service was undertaken, including seeking feedback from users of the service.

**2.10** The draft ITT can be found in Appendix A to this report for Cabinet’s information. The ITT sets out the evaluation criteria to be used when evaluating tenders, with the ratio of cost to quality being 55% to 45% respectively.

**2.11** The cost of the current service is met from the Council’s central Policy budget. Payments are normally on a three-monthly basis in arrears following receipt of a detailed analysis of translations completed.

### **3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?**

**3.1** The Council’s Corporate Plan and associated well-being objectives demonstrate the Council’s commitment to meeting the national Well-being Goals. There are specific commitments relating to the Welsh Language contained in the Corporate Plan, notably:

- Improve how we involve, engage and communicate with others about our work and decisions;
- Promote equality of opportunity and work with the community to ensure we are responsive to the diverse needs of our customers;

- Promote the use of the Welsh Language and contribute to the Welsh Government target of 1 million Welsh speakers by 2050.

**3.2** The proposals set out in this report are consistent with pursuing these objectives. The translation service enables us to comply with the Standards and implement the long-term goals in our Welsh Language Promotion Strategy. The timely and accurate translation of required materials avoids complaints and potential fines, as well as protecting the reputation of the Council. The provision of first-class translation facilities helps us in our relationships with other Welsh language organisations. The Council has a productive and close working relationship with the Welsh Commissioner's office. The provision of translated materials increases the ability of the Council to involve, engage and consult with a wide range of people in taking decisions.

## **4. Resources and Legal Considerations**

### **Financial**

- 4.1** It is proposed that costs of providing Welsh Language translation continues to be met from the central Policy budget. The subsequent report to Cabinet upon conclusion of the evaluation of tenders will provide Cabinet with details of the anticipated costs following the tendering exercise for consideration and approval.
- 4.2** Officer time is needed to collect, analyse and report on Welsh language information and to manage the contract and this is met from within the Corporate Equalities budget.
- 4.3** The actions ensure that the Council complies with legislation (avoiding a potential adverse cost implication for non-compliance).

### **Employment**

- 4.4** There are no direct employment issues relating to this report.
- 4.5** Officer time is needed to collect, analyse and report on Welsh language information and to monitor the contract and this is met with existing resources.
- 4.6** A key aspect of the Council's translation service requirement is the use of an online portal which saves on administration costs and officer time.

### **Legal (Including Equalities)**

- 4.7** The Council is bound by the Welsh Language (Wales) Measure 2011 and acting in accordance with the Commissioner's Compliance Notice which is a statutory duty for the Council.

- 4.8** The introduction of the Local Government & Elections (Wales) Act (2021) includes specific requirements for the conduct of meetings, with implications for the Welsh Language translation service which bolster the requirement for a timely and efficient service.

## **5. Background Papers**

[Compliance Notice](#) from the Welsh Commissioner

[Welsh Language Promotion Strategy](#)

# THE VALE OF GLAMORGAN COUNCIL



The Provision of Written Welsh  
Translation Services to the Vale of  
Glamorgan Council

INVITATION TO TENDER  
Ref:

Closing date: 8<sup>th</sup> July 2021



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- Appendix C - Pricing Schedule
- Appendix D - Form of Tender



## **1. Introduction**

### **1.1. Background**

The Vale of Glamorgan Council (“the Council”) wishes to purchase the provision of written Welsh Language Translation services from an external provider under a framework agreement.

The Welsh Language Standards were introduced in 2016 by the Commissioner as a part of the Welsh Language Measure and outline how the promotion of the language should be encouraged and supported.

### **1.2. Objectives**

This procurement process is designed to secure high-quality translation services that offer value for money and ease of use for staff.

The Council has identified a number of key objectives for the procurement of this service

It must:

- Deliver value for money.

The successful bidder will understand the context in which the Council operates and ensure a competitive cost underpinned by a commitment to the principles of cost avoidance, containment and reduction;

- Must meet the agreed translation timescales.

The translated works must be completed, returned to, and accepted by the Council in accordance with the required timescales;

- Meet defined functional requirements.

The service provision must be suitable for the intended application and meet or exceed the functional requirements defined within this document;

- Support continuous improvement.

The successful bidder must be committed to working with the Council to identify and introduce improvements to the process throughout the Contract period.

## **2. Scope and Operation**

### **2.1. Contract Scope and Duration**

The Council intends to award a contract for the provision of written Welsh Language translation from English to Welsh and from Welsh to English. (“The Contract”).

The Council will require the provider to fulfil its annual written translation requirements.

The Agreement must allow staff within the Council to access written translation services by means of an electronic portal / monitoring system. The system will need to allow individual users to upload documents and for translations to be returned to them securely via either the Portal or Email.

To ensure a full understanding of the Council’s environment, the bidders are encouraged to review the following Council documents:

- Vale Of Glamorgan Corporate Plan
- Welsh Language Promotion Strategy
- Compliance Notice for the Vale of Glamorgan

All are available on the Council’s website [www.valeofglamorgan.gov.uk](http://www.valeofglamorgan.gov.uk) .

This agreement does not guarantee a fixed quantity of work.

However, as an indicative figure based on 2019/20 historic usage, the Council commissioned approximately 2.2 million words per annum of written translation.

It should be noted that the majority of the translation required is from English to Welsh.

### **2.2. Contract Options**

The anticipated Contract duration is for a period of three years with an option to extend for a further year and with an option for the Council to break at any time after 2 years by giving 6 months’ notice. The anticipated start date is 1<sup>st</sup> September 2021

### 3. Award Criteria

The Contract will be awarded to the most economically advantageous tender.

The procurement process for this arrangement will follow a two-stage, Open Procedure. Tenderers will be required to pass the selection stage response before the specification response will be considered.

#### 3.1 Selection Stage:

This stage consists of pass / fail questions that must be completed in full. Failure to complete will result in the submission being rejected. The questions are provided in **Appendix B**

Tenderers are required to pass all pass / fail questions to proceed to the specification response stage.

<b>Pass</b>	Information provided as required and sufficient to indicate that there would be no risk or an acceptable level of risk if the Council were to award a Framework Agreement.
<b>Fail</b>	Information not provided or demonstrates that the level of risk associated with awarding a Framework Agreement is unacceptably high. Bidders will be eliminated if any of the elements detailed in evaluation matrix receives a Fail Score.

Any organisations receiving a “Fail” will be eliminated from the process at this stage

Please be aware that the Council will also use a Commercial Credit Checking Service as part of its due diligence process.

#### 3.2 Award Stage:

All Organisations that successfully pass all elements of the selection stage will progress on to the Award Stage. This stage will be evaluated using the Most Economically Advantageous Tender (MEAT) criterion.

Proposals will be evaluated on the basis of **55%** price and **45%** quality.

The Quality evaluation will be scored out of 100 and will comprise:

<b>Description of Criteria</b>	<b>Total available Score</b>
Service Delivery	40
Staff Qualifications & training	10
Risks	10
Electronic Transfer of Material via a secure portal	20
Quality & Contract Management	10
<i>Subcontracting</i>	<i>For information only.</i>
Presentation/Interview	10

However, the Council reserves the right not to award all or any of the business to the best scoring bidder or to any bidder.

### 3.3 Bidder Presentations

As part of the tender evaluation, bidders will be required to give a presentation to the Council concerning their proposal. Further details will be provided at a later date. Due to current restrictions this process will take place online. The Council will not be responsible for any costs incurred by a bidder in making such a presentation.

### 3.4 Procurement Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Invitation to Tender	8 <sup>th</sup> June 2021
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Contract commencement	1 <sup>st</sup> September 2021

## **4. Service Requirements**

### **4.1 Functionality and/or Service Level**

All Suppliers will meet the following core service requirements:

- Ensure that required membership of a professional translation / interpretation body is kept current throughout the life of the Agreement.
- Ensure confidentiality and security of information acquired for the purpose of providing translation services under this Agreement and comply with the principles of the Data Protection Act 2018.
- Inform the Vale of Glamorgan of any potential conflicts of interest in undertaking work on behalf of any Clients of this Agreement.
- Undertake thorough research work to ensure the accuracy of the translation service, e.g. use standardised terminology sources and style guides.

General translation is anticipated to be mainly from English into Welsh including, but not limited to, standard documentation regularly produced by public sector bodies – e.g. consultation documents, policy documents, websites, general administrative materials (for example, committee papers and minutes) and social media.

### **4.2 Technical Specification**

The successful supplier will:

- Ensure that all translations are provided by a translator with appropriate membership of a professional translation body.
- Have procedures in place to quality-assure translation.
- Have the capacity to provide an online system to log requests by individuals and to return the translations to those individuals.
- Have the relevant mechanisms and resources in place to ensure that services can be delivered as normal in the circumstance there is : A sudden increase in demand in the use of the service overall and an urgent request by the Council.
- Return translation work by the deadline agreed with the Council.

### 4.3 General Translation

The timescales for a provider to complete the works are stated below:

0 - 2000 words	Within a maximum of 5 working days;
2001 – 5000 words	Within a maximum of 8 working days
5001 - 10000 words	Within a maximum of 12 working days
10001 - 20000 words	Within a maximum of 24 working days
20001+ words,	Timescale to be agreed by the Council and Provider.

### 4.4 Urgent Translations:

There will be occasions when the Council will require urgent translations. Instructions will be marked appropriately.

Examples of some types of documents requiring urgent translation are listed below with expected turnaround timescales. Please note that there may be others:

- Press Releases – 1 hour
- Social Media content – 1 hour
- Urgent Website public information updates – 2 hours

### 4.5 Use of Translation Memory Software

Use of translation memory systems and access to a corpus of previously translated text can speed the translation process, assist with terminological consistency and support consistency with templates and previously translated materials.

While the use of translation memory is not a mandatory requirement for suppliers on this Agreement, its use is encouraged.

Delivery of fit-for-purpose translation of a high quality remains the responsibility of the Supplier, whatever use is made of translation memory - whether to assist with translating sections of a document or the full document.

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#### **4.6 Performance and Account Management**

Supplier review meetings are to take place monthly, as a minimum the Council will require the following Management Information during the provision of the contract

- Monthly analysis of use to be provided.

#### **4.7 Performance Issues**

Council staff, who book written translations are to be informed as soon as possible, no later than 24 hours after receipt, if the translation service cannot be provided. The provider will be required to contact the service user by the relevant means to advise them of the cancellation.

The Council may terminate the Agreement by written notice to the supplier if the supplier persistently or regularly fails to comply with the timescales and procedures for the submission of Management Information reports.

#### **4.8 Account Management**

There will be a nominated manager within the Vale of Glamorgan Council to manage this Agreement.

The successful supplier will be expected to provide a dedicated Account Manager for this Agreement.

#### **4.9 Invoicing**

Invoices may be paper-based or electronic. It is important to reduce process costs by using appropriate technology.

Suppliers will provide a breakdown of all costs as part of the online charging system.



## 5. Commercial and Tender Question Section

### 5.1 Pricing

Tenderers will be invited to submit the rates defined below. These are the rates that Suppliers will be paid for any work undertaken. Rates submitted at tender stage will be valid for the duration of the Agreement, i.e. for three years. All rates should be exclusive of VAT.

Please complete the Pricing Schedule in Appendix C

### 5.2 Quality Questions

The purpose of the following questions are to satisfy the Council that you have understood the requirement and have the ability to support the Framework Agreement from a technical and operational perspective. The questions and presentation have been allocated a maximum score each out of a total of 100. This will then be weighted by 45% to provide the final evaluation score.

SECTION	TITLE	Maximum Score Available
Question 1 – Service Delivery	<p>Service Delivery Proposals</p> <p>Tenderers must provide an executive summary of their service delivery proposal.</p> <p>It must include areas such as:</p> <ul style="list-style-type: none"><li>• An overview of your understanding of the Specification requirements and your proposed approach and plans for satisfying and supporting the requirements and pricing arrangements. Consider:<ol style="list-style-type: none"><li>a. Service availability</li><li>b. Response times</li><li>c. Accuracy of translation and how these will be measured.</li></ol></li><li>• How you will remain flexible to the needs of the Council whilst maintaining a consistency in levels of service responding to short notice requests.</li><li>• Methods that your organisation would employ to meet the required turnaround timelines and handle</li></ul>	40

	<p>urgent requests. Please confirm that you can meet the specified turnaround times for documents.</p> <ul style="list-style-type: none"> <li>• A proposed principal point of contact should be named.</li> <li>• How many employees work directly for the organisation in the supply of the services relating to this tender and how many will work on this Framework?</li> <li>• A process flow diagram to illustrate the electronic process from receipt of request to delivery. It should be noted that the Council expects the process utilise an online portal which includes transfer and return of documents as well as analysis of cost centres.</li> </ul> <p>Your approach to ensuring that staff are properly utilised, that user and resources are scheduled efficiently and that the level of translation provided meets our requirements in accordance with the specification at all times. You should demonstrate the systems in place to ensure this occurs</p> <p>When responding to this question, tenderers may include proposed value-added deliverables and services not already specified.</p>	
Question 2 – Staff Qualifications and Experience	Tenderers should set out the relevant experience, qualifications and professional memberships of their Staff	10
Question 3 - Risks	<p>Tenderers must outline any perceived risks in meeting any area of the Specification requirements. Risks should be assessed in terms of impact and likelihood. Mitigating actions must be identified. (Max 1 page A4).</p> <p>For example; Urgent requirements and lack of resource</p> <p>It must include areas such as:</p>	10

	<ul style="list-style-type: none"> <li>An explanation of your organisation's process for ensuring that business continuity will be maintained in relation to the delivery of this Framework Agreement. Please use examples where relevant to demonstrate and substantiate how such business continuity could be achieved for this Framework Agreement.</li> </ul>	
Question 4 – Electronic Transfer of Data via a secure portal	<p>Tenderers will need to demonstrate how they will make maximum use of electronic means for the transfer of documents.</p> <p>It must include areas such as:</p> <ul style="list-style-type: none"> <li>An explanation of how this will be achieved, stating the technologies, media and methods they intend to deploy.</li> <li>Tenderers should also explain how they will address the issue of data security</li> <li>Tenderers should detail the safeguards and measures proposed to deal with materials carrying a security or confidential classification and otherwise sensitive documents, including but not limited to IT security procedures. Tenderers should indicate if they have or intend to obtain Cyber Essentials Certification or equivalent.</li> </ul> <p>Note that the tenderer must provide a secure and confidential translation facility.</p>	20
Question 5 – Quality & Contract Management Procedures	<p>The Tenderer shall provide details of their quality plan:</p> <p>It must include areas such as:</p> <ul style="list-style-type: none"> <li>A description of your quality assurance and control procedures and whether your organisation has sought accreditation under any recognised accreditation scheme and the outcome.</li> </ul>	15

	<ul style="list-style-type: none"> <li>• Set out procedures for monitoring, evaluating and maintaining quality of service.</li> <li>• Ensuring timely and accurate delivery of work.</li> <li>• How corrective actions are addressed including measuring user satisfaction.</li> <li>• Procedures for managing complaints or problems and detail the escalation procedures.</li> </ul>	
Question 8 – Sub Contracting	<p>Tenderers should provide details of any sub contractors that maybe utilised. If sub-contractors are utilised, how much of these services do you intend to subcontract. If no sub-contractors are to be utilised please state “not applicable” when responding to this question.</p> <p>It must include areas such as:</p> <ul style="list-style-type: none"> <li>• Information on the policies and procedures they have in place for sub-contractors to ensure that all work undertaken is to agreed standards and how this is built into different aspects of the work.</li> <li>• Information must also be included on how your organisation would assess the particular requirements and experience of a Sub Contractor.</li> <li>• Information on how you assure data confidentiality and security</li> </ul>	<p>0%</p> <p>For information purposes only</p>
<b>Online Presentation</b>	Details to be provided	Total available marks 10

## **6. Conditions of Tender**

### **6.1. General**

- i. All bidders will be subject to the conditions set out in this document and the document entitled “Conditions of Tender for Suppliers” attached at Appendix A. Offers made subject to additional or alternative conditions may not be considered and may be rejected.
- ii. The Form of Tender (Appendix B) must be signed by the individual(s) with the appropriate authority to make the commitment.
- iii. Bidders may request clarification on the Invitation to Tender through the Sell2Wales portal.  
Responses will be in writing and details of all such responses will be provided to all bidders. Bidders should be mindful of any commercial confidentiality they wish to be preserved in their request for clarification. Responses will only be made to questions received prior to 28th June 2021
- iv. Tenders must be open for acceptance for a period of ninety (90) days from the closing date for receipt of Tenders.

### **6.2. Form of Contract**

The Tender shall be subject to the Council’s terms and conditions of contract. Any conditions which the bidder may seek to impose shall be excluded and not form any part of the Contract unless each of these conditions have been specifically agreed to in writing by the Council.

Please see Appendix D for a copy of the full terms and conditions

### **6.3. Submission**

- i. Tenders may be completed in English or Welsh.
- ii. Bidders must submit responses in accordance with the Response Requirements set out in Section 7 and use any templates within this document.
- iii. Tender submissions must be made through the Sell2Wales portal. Please ensure the submissions are made in a timely manner and refer any technical problems to the Sell2Wales helpdesk. The Council will not accept either emailed submissions or submissions by post. These will be destroyed without opening.

## 7. Response Requirements

Tenderers should ensure that a response is provided for every question and the required forms are duly completed.

7.1 A checklist is provided below for your information

- **Selection Stage Questions:** 
  - Please use the spreadsheet provided to respond to these questions in **Appendix B**
  - The Council will not expect you to supply any relevant certificates at this stage. These will be requested at award of contract.
  
- **Award Stage Quality Questions:** 
  - Please respond to each question on a separate A4 sheet clearly titled with the question number. If more than one side of A4 is required please ensure that the pages also include the question number and number of pages.  
Responses should be a maximum of two sides of A4.  
Please do not include promotional material.
  
- **Pricing Schedule:** 
  - Please complete the Pricing Schedule in **Appendix C**
  
- **Form of Tender:** 
  - Please complete the Form of Tender in **Appendix D**

## **Appendix A: Conditions of Tender for Suppliers**

### **General**

1. Offers made subject to additional or alternative conditions may not be considered and may be rejected.
2. Each bidder agrees that its proposal is submitted on the terms and conditions set out in the tender document supplied, any associated documentation and this document.
3. The bidder agrees that if successful, it will ensure that all employees, servants, agents, contractors or any persons wholly or partly under its control ("Bidder's Personnel") associated with this project adhere to the Council's Safety Conditions, Alcohol and Drugs Policy and Health, Safety and Environmental Policy. All Bidder's Personnel will adhere to the Council's No Smoking Policy whilst on Council premises. Copies of these documents are available upon request.
4. Bidders, by submitting a tender, confirm that they understand and agree to the nature and extent of their obligations if their Tender is accepted.
5. The Form of Tender supplied with the documents must be signed by the individual(s) with the appropriate authority to make the commitment. The bidder shall produce documentary evidence of such authorisation to the Council if requested.
6. The Council does not bind itself to accept the lowest or any Tender and reserves the right to accept any Tender either in whole or in part.
7. The Council is a public Council for the purposes of the Freedom of Information Act and other related access legislation. Accordingly, third parties may request copies of documentation held by the Council pursuant to rights granted to them under various access regimes. Section 43(1) of the Public Contracts Regulation 2006 provides "Subject to the provisions of these regulations, a contracting Council should not disclose information forwarded to it by an economic operator which the economic operator has reasonably designated as confidential". Accordingly, if your organisation wishes to rely upon the above provision, please describe those parts of your tender you regard as confidential and set out your reasons why in your tender submission. Please note that it is the Council that is responsible for determining whether a bidder has reasonably designated the information as confidential. Bidders are advised that even if they have designated the information as confidential, the Council may not necessarily agree and the information may be released to a third party if the Council deems it appropriate. Further, some information is required to be made public under other legislative requirements from time to time in force and organisations are asked to note this.

### **Form of Contract**

8. Any successful bidder will be required to execute a contract with the Council. The form of contract will be subject to approval by the Council's Director of Legal, Public Protection and Housing Services.
9. No binding contract will exist until the Council and the chosen bidder execute and deliver a formal contract.

## **Costs**

10. Bidders are responsible for obtaining all information necessary for the preparation of their respective tenders and all costs, expenses and liabilities incurred by any bidder in connection with the preparation and submission of a proposal or tender shall be borne by that bidder.
11. A bidder shall be deemed to have full knowledge of the liability to be incurred by reason of the Tender and shall not, after acceptance by the Council, be entitled to increase any prices or change any terms on the grounds that an error has been made or withdraw the Tender by reason of not having made enquiries which any prudent bidder would have made prior to responding to the Tender or for any other reason.
12. Bidders shall take all reasonable care in the preparation and submission of a Tender and acknowledge that the Council may rely upon the representations made in the Tender.
13. All payments and royalties that may be payable shall be included in the prices detailed in the Tender and will be paid by the bidder to the relevant persons.
14. The Council shall not be responsible for or pay any costs, expenses or losses incurred by any bidder or would be bidder who fails to tender, in the preparation of their Tender.

## **Submission**

15. Prices must be in sterling and must relate to all elements included in the proposal. All prices submitted by bidders must be inclusive of supply, including packaging and carriage but exclusive of VAT.
16. Tenders containing clauses such as "prices subject to fluctuation" or "those ruling at the date of delivery" will not be accepted.
17. All documents requiring a signature must be signed by an individual with the appropriate authority to make the commitment.
18. Non-adherence to any of the above procedures may lead to disqualification.
19. The Council may, at its absolute discretion, extend the closing date above. Any such extension shall apply to all bidders.

## **Notification of Selection**

20. All bidders responding to this document will be notified of the outcome of the Council's evaluation of their proposals.
21. A bidder shall be deemed (for all purposes connected with the Invitation to Tender and any contract awarded as a result) to have carried out all research, investigation and enquiry which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Council's requirements (in the context of and as described in this Invitation to Tender. No bidder shall have any claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the bidder save as



expressly provided for in any formal contract made pursuant to this Invitation to Tender.

### **Confidentiality of Invitation to Tender**

22. This Invitation to Tender, the fact that a bidder has been invited to tender, and all other documentation issued by the Council relating to the Tender (“the Tender Documents”) shall be treated by the bidder as private and confidential for use only in connection with the tender and any resulting contract and shall not be disclosed (save as may be required by law) in whole or in part to any third party without the prior written consent of the Council.
23. The Tender Documents and all copies of the same are and shall remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and shall not be copied or reproduced in whole or in part and shall be returned to the Council forthwith upon demand.
24. If a prospective bidder decides not to respond to this Invitation to Tender, then the bidder is required to return the whole document unmarked to the Council by the date and time set for receipt of tenders.
25. Bidders may copy and disclose the Tender Documents to their professional advisers solely for the purpose of assisting in the preparation of a tender submission in response to this Invitation to Tender.

### **Collusion and Canvassing**

26. Any proposal submitted by any bidder in respect of which the bidder:
  - i. fixes or adjusts prices and rates shown in its proposal by or in accordance with any agreement or arrangement with any other person or by reference to any other proposal or communicates to any person other than the Council the amount or approximate amount of the prices and rates shown in its proposal except where such disclosure is made in confidence, in order to obtain quotations necessary for the preparation of the proposal or for the purposes of financing or insurance; or
  - ii. enters into any agreement with any other person that such person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown by any other bidder in its proposal; or
  - iii. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having cause to be done in relation to any other tender or any other person’s proposal any act or omission; or
  - iv. in connection with the award of the contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward, the receipt of which is an offence under sub-Section (2) of Section 117 of the Local Government Act 1972; or
  - v. indirectly canvasses any member or officer of the Council concerning the acceptance of any proposal or who has directly or indirectly

obtained or attempted to obtain information from any such member or officer concerning any other bidder or proposal submitted by any other,

shall be rejected by the Council provided always that such rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability of the bidder.

### **Bidder's Warranty**

27. In submitting a proposal a bidder warrants to the Council that:

- i. it has not engaged in any of the acts or matters referred to in Clause 26 and has complied in all respects with these tendering requirements;
- ii. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the bidder or its operatives in connection with or arising out of the Tender Documents (together with any proposal) are true, complete and accurate in all respects;
- iii. it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Tender Documents and that it has not submitted any proposal and will not have entered into any contract envisaged by the Tender Documents ("the Contract") in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
- iv. it has full power and Council to enter into the Contract and to make the provision required by the Invitation to Tender and will, if requested, produce evidence of such to the Council;
- v. it is of sound financial standing and the bidder and its directors, partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the bidder's proposal) which may adversely affect its financial standing in the future;
- vi. it will procure and will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Contract in accordance with its terms.

### **Disclaimer**

28. Any and all documentation and other written or oral information provided or made available by the Vale of Glamorgan Council has been prepared in good faith but does not purport to be comprehensive or to have been independently verified.

29. To the full extent permitted by law the Vale of Glamorgan Council does not accept liability or responsibility for the adequacy, accuracy or completeness of the Tender Documents or with respect to any other written or oral information provided or made available to the bidder.

### **Legislation**

30. In submitting a response to this Tender, the bidder acknowledges full compliance with all UK and European Legislation relevant to the goods, services and works being proposed.

### **Freedom of Information**

31. The Council shall not be in breach of the provisions of Tender Documents or the Contract where it can show that any disclosure of Information\* is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations") or any legislation of a like kind from time to time in force. To the extent permitted by the time for compliance under the Act or the Regulations, the Council shall consult a bidder where the Council is considering the disclosure of Information under the Act or the Regulations and , in any event, shall provide prior notification to the bidder of any decision. Whether or not to disclose Information in order to comply with the Act or the Regulations is a matter in which the Council shall exercise its own absolute discretion, subject always to the provisions of the Act or the Regulations.
32. "Information" means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Tender Documents or the Contract.

**Appendix D: Form of Tender**

**The Provision of a Written Welsh Language Translation service to the Vale of Glamorgan Council.**

Having examined the Invitation to Tender and ancillary documents for the above goods/services and having examined the Council's Standing Orders and Financial Regulations I/We offer to provide goods / services set out in the Tender in accordance with the said Invitation to Tender for the amounts specified in the price schedule.

I/We agree that the tender shall be on a firm price basis and will not be subject to any adjustment

We further agree that we shall keep this offer open for acceptance by the Council for ninety (90) days from the closing date for receipt of tenders.

I/We further agree that I/We will not communicate, under any circumstances, to any person other than the Council the amount of our proposed tender.

I/We further agree that I/We will not adjust the amount of the proposed tender in accordance with any agreement or arrangement with any person other than the Council.

We enclose herewith the following tender documents and associated information.

I/We hereby certify that I/We have not canvassed or solicited any member, officer or employee of the Council in connection with the award of this tender or proposed tender for the Service and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertaken that I/We will not in future canvass or solicit any member, officer or employee of the Council in connection with the award of this tender or any other tender or proposed tender for the goods/services and we will procure that no person employed by me/us or acting on my/our behalf will do any such act.

Date this .....day of .....200

Signature .....

Name of Firm .....

Address .....

.....

**Appendix C – Pricing Schedule**

**Translation from Welsh into English**

Tenderers must provide rates for the service as listed below:

Rate per 1000 words of source text (exclusive of VAT):	£
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**Translation from English into Welsh**

Tenderers must provide rates for the service below:

Rate per 1000 words of source text (exclusive of VAT):	£
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**The Council expects that the rate will be fixed for the term of the contract (3 years) with the potential for review if the option to extend the contract is taken**

Date this .....day of .....2021

Signature .....

Name of Firm .....