

RFT 9033717: Request for Tenders to establish a Multi Supplier Framework Agreement for the provision of Interpreting Services (excluding Irish Language Services) – Clarification Question 29/09/2026

Message Ref No	Question	Contracting Authority Response
797324	Framework Rotation and Distribution of Work Q1. Is the rotation administered separately for each Framework Client, or is there one single rotation across all Framework Clients within each Lot? Q2. If a Framework Member declines a Service Request due to lack of capacity, does that Member lose its position until the next full rotation cycle, or can it be approached again for the next requirement? Q3. Where a Framework Client maintains concurrent Services Contracts with more than one Framework Member, how will individual interpreting assignments or bookings be distributed among those providers?	Please see the below Contracting Authority response in respect of each question raised. Q1. The rotational mechanism described within the published RFT at Appendix 5: 'Framework Agreement', Clause 5 'Procedure for Award of Contracts' applies individually in respect of each Framework lot encompassing all Framework Clients that may use the respective lot. Q2. Tenderers are referred to the published RFT at Appendix 5: 'Framework Agreement', Clause 5 'Procedure for Award of Contracts' for precise detail in respect of the operation of rotational mechanism. In response to the particular question raised; in the instance of the rejection by the Framework Member of a Service Request due to lack of capacity, that Framework Member retains their original post-evaluation ranking and will be again offered business when the rotational mechanism cycles back to that ranked position. Q3. Tenderers are referred to the published RFT at Appendix 6: 'Services Contract', Clause 4 'WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS' where it states: "the Client shall be under no obligation to purchase any minimum number or value of Services...". As such, it shall wholly be a matter for the Framework Client as to the distribution of interpreting assignments where concurrent Services Contracts are held by that Framework Client.

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	Insurance Requirements Q4. Part 2.21 specifies Professional Indemnity Insurance of up to €500,000 for Lot 1 and €2 million for Lot 2, and Cyber Insurance of up to €1 million. However, Annex 4 refers to limits of up to €3 million for Professional Indemnity and Cyber Insurance. Could the Contracting Authority please confirm which insurance limits shall apply? Services Contract — Commercial and Risk Terms Q5. What maximum aggregate liability cap may Framework Clients insert into Clause 5E of the Services Contract? Q6. What maximum Retention Amount percentage may be inserted into Clause 5F of the Services Contract? Q7. May individual Framework Clients introduce liquidated damages under Clause 5H of the Services Contract? If so, will a maximum amount or percentage apply?	Q4. The Contracting Authority wishes to clarify that the insurance limits specified at Part 2.21 'Insurance' of the published RFT are the applicable limits that the successful Tenderer(s) shall be required to hold for the Term of the Services Contract awarded under the rotation mechanism. Q5. The completion of the maximum aggregate liability cap shall be a matter for Framework Clients following the award of a Services Contract. As with all Services Contracts, the maximum liability cap should be proportionate to the estimated contract value and nature of the Services to be delivered under that contract. Q6. The completion of the maximum retention amount shall be a matter for Framework Clients following the award of a Services Contract. As with all Services Contracts, the maximum retention amount should be proportionate to the estimated contract value and nature of the Services to be delivered under that contract. Q7. The completion of the liquidated damages clause (where applicable) shall be a matter for Framework Clients following the award of a Services Contract. As with all Services Contracts, the liquidated damages clause (where applicable) should be proportionate to the estimated contract value and nature of the Services to be delivered under that contract.

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	Q8. What notice period is intended to apply under Clause 9A of the Services Contract for termination for convenience? Q9. Will Framework Clients be permitted to materially modify or determine liability caps, Retention Amounts, liquidated damages, termination provisions or other material contractual risk provisions at Service Request stage, or will the Office of Government Procurement establish standard parameters applicable to all contracts awarded under the Framework? Telephone and Video Interpreting — Service Levels Q10. Does the requirement to connect or engage with an interpreter within one minute apply to every ondemand Telephone Interpreting request, regardless of language, including rare and unspecified languages and requests received outside standard business hours? Q11. For the one-minute Telephone Interpreting requirement, at what point does the measurement commence and at what point is the requirement considered fulfilled? Does time spent navigating an interactive voice response system or other call-routing process count towards the one-minute requirement?	Q8. The completion of the notice period at Clause 9A shall be a matter for Framework Clients following the award of a Services Contract. As with all Services Contracts, the notice period should be proportionate to the nature of the Services to be delivered under that contract. Q9. The population of Services Contract terms shall be a matter for Framework Clients at contract conclusion stage. The Office of Government Procurement has no role in the Services Contract execution process between the Framework Client and Framework Member other than the management of the rotational drawdown mechanism. Q10. This requirement to connect calls within one minute, specified at Appendix 1, Part 5 ‘Modes of Delivery’ of the published RFT is applicable to all languages and at all times in respect of Telephone Interpreting assignments. Q11. The published RFT at Appendix 1, Part 5 ‘Modes of Delivery’ states: “Calls shall be connected within one (1) minute (maximum) or engagement with an interpreter shall occur within one (1) minute of call. For the avoidance of doubt, this does not mean the successful Tenderer answering the call within 1 minute and then putting the Framework Client on hold.” The definition of a call being connected shall be the Framework Client verbally communicating with the interpreter within the allotted one minute time period. Time spent navigating an interactive voice response system or

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	How are abandoned calls, client disconnections and incorrect language selections treated? Q12. Is the 30-minute General Service Level applicable specifically to urgent pre-arranged Telephone and Video Interpreting appointments, while the one-minute requirement applies to true on-demand Telephone Interpreting?	other call-routing process DOES NOT count towards the one-minute requirement Q12. Very urgent requests shall be booked by telephone and “100 % of phone calls to the number provided for this purpose must be answered by live operator within 1 minute. If call not responded to by live operator within one minute an alternative provider may be used.” (Appendix 6: ‘Services Contract’, Schedule D: ‘Service Levels’, ‘General Service Levels for Framework Clients’, ‘Very urgent requests for Service’) Where the very urgent request involves a requirement for face-to-face interpreting “requests for service must result in an interpreter being confirmed and assigned no later than 60 minutes from time of request.” (Appendix 6: ‘Services Contract’, Schedule D: ‘Service Levels’, ‘General Service Levels for Framework Clients’, ‘Very urgent requests for Service’) Where the very urgent request involves a requirement for telephone or video call interpreting “the assigned interpreter must contact the location to commence the assignment within 30 minutes.” (Appendix 6: ‘Services Contract’, Schedule D: ‘Service Levels’, ‘General Service Levels for Framework Clients’, ‘Very urgent requests for Service’) For any Telephone Interpretation assignments (scheduled or urgent) – the Framework Member must ensure that “Calls shall be connected within one (1) minute (maximum) or engagement with an interpreter shall occur within one (1) minute of call. (Appendix 1, Section 5.1.2).

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	Q13. Is immediate or on-demand Video Remote Interpreting required under the Framework, or is Video Remote Interpreting expected primarily to operate as a scheduled or urgent booking service? If immediate Video Remote Interpreting is required, what connection-time Service Level applies?	Q13. Video Remote Interpreting Services shall operate on a scheduled and urgent booking basis. The Framework does not require the provision of an “immediate” or “on-demand” Telephone or Video Remote Interpreting service. An "on-demand" service means a service whereby a Framework Client is connected immediately to an available interpreter without the need for prior scheduling, assignment or booking arrangements. Where an urgent Video Remote Interpreting request is made, the assigned interpreter shall commence the assignment within the applicable service levels.
	Q14. Can alternative response times be agreed for demonstrably rare or difficult-to-source languages, or are the standard response-time requirements absolute for all languages?	Q14. The response times specified in the published RFT apply in respect of all languages.
	Prescheduled Video/Remote Interpreting — Billing and Cancellation Q15. For Prescheduled Video/Remote Interpreting: is there a minimum billable duration per assignment? Does the one-hour minimum charge established for completed on-site (Face-to-Face) assignments also apply to Prescheduled VRI? If the one-hour minimum does not apply, should billing follow the actual duration strictly in 15-minute increments — for example, is a session under 15 minutes billed as one full 15-minute increment, and a session of 16 minutes billed as two increments (30 minutes)?	Q15. There is no minimum billable duration for Video Remote or Telephone Interpreting. Billing shall occur in proportion to the duration of the assignment. For example; a 15 minute assignment should be billed for the 15 minute duration. Similarly, a 16 minute assignment should be billed for a 15 minute duration plus a pro-rata application of the 15 minute rate to the 16th minute (i.e. 1/15th of the 15 minute rate).

Message Ref No	Question	Contracting Authority Response
	Q16. Does the billing clock for Prescheduled Video/Remote Interpreting commence when the interpreter joins the virtual session, at the scheduled appointment time, or at the actual start of interpretation?	Q16. For pre-scheduled telephone or video interpreting assignments, the billable period shall ordinarily commence at the scheduled start time of the assignment. Where the interpreter fails to attend or join the assignment at the scheduled commencement time, the billable period shall commence only when the interpreter joins the call and is available to begin providing the Services.
	Q17. Is waiting time billable where the interpreter joins a Prescheduled VRI session on time but the client or limited-English-proficient participant has not yet joined?	Q17. Where an interpreter joins a scheduled telephone or video interpreting session at the agreed commencement time and is available to provide the Services, the assignment should be billable from the scheduled start time, even where the Framework Client or service user joins later than planned. However, please note the provisions set out in the RFT with regard to Booking Amendments (Appendix 1, Section 6.1.5)
	Q18. If a Prescheduled VRI appointment is cancelled after the interpreter has already accepted the assignment, does a cancellation charge or minimum payment apply? How much notice is required to avoid such a charge? Is compensation available where the client does not attend a Prescheduled VRI appointment?	Q18. The published RFT at Appendix 1, Part 6 'Bookings, Cancellations and Travel' sets out the requirements in respect of cancellations. In response to the question posed, it states: "In circumstances where a Framework Client cancels a scheduled appointment and gives the successful Tenderer less than 36 hours written notice of this cancellation, the successful Tenderer shall be permitted to charge the Framework Client for 3 hours of fees. In this circumstance, the successful Tenderer must ensure that the individual interpreter(s) designated to provide services in the cancelled scheduled appointment are commensurately and proportionately compensated."

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	Q19. When should the daily rate for Video/Remote Interpreting be used instead of the 15-minute rate? Cancellation and Rate Application — All Service Types Q20. Does the three-hour charge applicable to cancellations made with less than 36 hours' notice apply equally to scheduled Face-to-Face, Video and Telephone Interpreting assignments? If so, which applicable rate should be used to calculate the cancellation charge for each service type? Q21. Where an assignment charged at the seven-hour daily rate exceeds seven hours, are the additional hours charged using the applicable 15-minute rate for that service and time period? Q22. The Pricing Schedule appears to set slightly lower minimum and maximum rates for Video/Remote Interpreting during evenings, weekends and public holidays than during Monday-to-Friday daytime hours. Could the Contracting Authority please confirm that these rates are intentional?	Q19. It shall be a matter for the Framework Client to decide which rate is most applicable to the nature of the assignment for which they require an interpreting service. Q20. Yes, this applies to all modes of interpreting (Face-to-Face, Video and Telephone Interpreting). The applicable rate for the calculation of the three (3) hours of fees shall be the 'Per 15 Minutes Monday to Friday 8.00am - 6.00pm' rate in respect of Face to Face and Video Remote and the 'Per minute 24 hour/365 day' in respect of Telephone interpreting. Q21. Where an assignment exceeds the specified hours for the Daily Rate, the applicable 15 minute rate (according to the time and day in question) shall apply for the remainder of the assignment that exceeds the specified hours for the Daily Rate. Q22. These minimum and maximum rates are intentional. The precise pricing that tenderers elect to submit within these bands however is wholly a matter for individual tenderers.

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	Languages and Pricing Q23. When a Framework Client requests a language or dialect not listed in Annex A, how is the applicable pricing category determined as between 'Specified Languages' and 'Unspecified Languages'? Q24. Is a Framework Member required to accept and provide every unspecified language requested under a Services Contract, or may the Framework Member confirm at Service Request or booking stage that a particular language cannot reasonably be supplied?	Q23. Languages noted within Annex A to Appendix 1 of the published RFT are known as 'Specified Languages'. Languages that are not noted within Annex A to Appendix 1 of the published RFT are known as 'Unspecified Languages'. Tenderers shall enter prices accordingly in appropriate field within the provided Appendix 2 Pricing Schedule. Q24. It shall be a matter for the Framework Member to decide whether they choose to accept a Service Request Form offered to them under the rules of the rotational mechanism. These rules are precisely set out at Appendix 5: 'Framework Agreement', Clause 5 'Procedure for Award of Contracts' of the published RFT. Framework Clients shall specify within the Service Request Form the languages that they require (to the extent possible), for their interpreting assignments, as such, Framework Members will be aware of this at the Service Request stage. A Framework Client may, from time to time, require interpreting services in languages that are not identified in the indicative language schedule at Annex A, and for which demand may be infrequent or unpredictable. Where the Framework Member is unable to provide a competent and suitable interpreter for a requested language, it shall notify the Framework Client as soon as reasonably practicable upon becoming aware of the issue. Such notification shall be provided in sufficient time to enable the Framework Client to consider and, where necessary, make alternative arrangements for the delivery of the required Services.

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	Q25. Can the Contracting Authority confirm that the annual CPI review mechanism applies to quoted rates regardless of whether the resulting adjustment would cause a rate to exceed the published Maximum Rate Payable or fall below the published Minimum Rate Payable? Interpreter Qualifications and Location Q26. Does the requirement for an externally validated CEFR C1 English certificate apply equally to native Englishspeaking interpreters? If not, what evidence of English-language competency will be accepted for native speakers? Q27. Is external certification required to demonstrate competency in the non-English language, or may Framework Members use their own documented and	Q25. Tenderers are referred to the published RFT at Appendix 2: 'Pricing Schedule' where it states: "Tenderers are referred to Section 2.10 'Pricing' of this RFT, in particular Section 2.10.6 in respect of the applicable Price Review mechanism. Tenderers should note that the applicable Price Review Mechanism shall apply to tendered rates in addition to the Maximum Rates and Minimum Rates Payable for Services under Lot 1 & Lot 2. Tenderers should note that the specified Maximum Rates and Minimum Rates Payable for Services under Lot 1 & Lot 2 may be breached only where the Price Review Mechanism set out in Section 2.10.6 is applied. Tenderers who do not comply with the specified Maximum Rates and Minimum Rates in their submission will be eliminated from the competition." Q26. The stated requirement at Section 4.2, Appendix 1 of the published RFT is as follows: "All interpreters deployed by the successful Tenderer must have achieved (at minimum) Independent User Level 4/C1 Proficiency standard on the 'Common European Framework of Reference for Languages' ("CEFRL"), or equivalent, across all language competences (listening, reading, spoken interaction, spoken production, writing) in English, evidenced by way of an externally validated certificate." This requirement applies to all interpreters, regardless of their first language. Q27. The published RFT at Appendix 1, Section 4.1 states: "The successful Tenderer shall be responsible for ensuring that any interpreter it provides possesses the language proficiency, interpreting skills, experience, personal attributes, and professional conduct required to perform the assignment

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	validated language and interpreting assessment processes? Q28. Is Irish labour market access permission required for interpreters providing Telephone or Video Interpreting services while physically located outside Ireland? May remote interpreters located outside the European Economic Area provide Telephone or Video Interpreting services where an appropriate GDPR transfer mechanism and any required Framework Client approval are in place, or are interpreters expected to deliver these services from within the European Economic Area? Q29. Are individual freelance or independent-contractor interpreters considered 'Subcontractors' for the purposes of the subcontracting provisions and prior written consent requirements contained in the RFT and Services Contract? Quality Assurance, Records and Audit Q30. Are attendance sheets required for every Telephone and Video Interpreting assignment, including ondemand calls, or may system-generated	effectively and professionally.” As such, it is fully the responsibility of the Successful Tenderer to ensure that any interpreter provided by them is suitably proficient in the language for which they will be providing an interpreting service. Q28. It shall be a matter for the Framework Member to fully comply with labour market access permissions required by the Government of Ireland. The establishment of applicability of these labour market access permissions to the various interpreting modes (Face to Face, Video/Remote and Telephone) shall be a matter for Tenderers. The Office of Government Procurement does not provide legal advice. The published RFT at Appendix 1, Section 7 states: “Data must be stored within the European Economic Area (EEA) or in a jurisdiction recognised by the European Commission as having an adequate level of protection.” The Framework Client remains the Data Controller at all times. Full compliance with all published RFT requirements, GDPR requirements and all National and EU data protection and processing rules, laws and regulations must prevail. Q29. Individual freelance or independent-contractor interpreters are not considered subcontractors for the purposes of Part 2.5 ‘Consortia and Prime / Subcontractors’ of the published RFT. Q30. The published RFT at Appendix 1, Section 6.1 states: “An attendance sheet must be provided by, and completed by, an interpreter for each and every assignment.” This requirement applies to all modes of interpreting

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	call detail records, connection logs or equivalent electronic records be used as evidence of service delivery? Q31. How is the required monthly 5% sample of interpreting services expected to be assessed across Face-to-Face, Telephone and Video Interpreting? Is recording required for this purpose, or may other quality assurance methodologies, such as live monitoring or post-assignment review, be used? Q32. Is the Framework Member expected to maintain the technical capability to record any Telephone or Video Interpreting assignment upon request? Where recording is requested, which party is responsible for informing participants and establishing the appropriate lawful basis or obtaining any required consent?	(Face to Face, Video/Remote and Telephone Interpreting). Q31. The published RFT at Appendix 1, Section 8.6 states: “The successful Tenderer shall implement ongoing arrangements for monitoring interpreter performance to ensure that service standards are maintained throughout the duration of the Framework.” Indeed ‘AWARD CRITERION 4: Quality Control Processes’ poses this question to Tenderers as part of their Tender Response. As such, it will be a matter for Tenderers to propose their solutions to this requirement in line with the Award Criteria questions posed. Q32. The published RFT at Appendix 1, Section 5.1.1 states: “In instances where the successful Tenderer hosts the video/remote interpreting services, the Framework Client should be able to request recordings of the call.” Additionally, at Section 5.1.2 it states: “The successful Tenderer shall have a system in place to record telephone interpreting calls upon request by a Framework Client.” Therefore, where the Framework Member is hosting the Telephone or Video Interpreting assignment, it must have the technical capability to record the calls when requested, and to provide the Framework Client with all electronic and hard copy versions when requested. Where a Framework Client requests that a telephone or video/remote interpreting assignment be recorded, the Framework Client shall be

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		responsible for determining the lawful basis for such recording, providing any required privacy notices, and ensuring compliance with applicable data protection legislation. The Framework Member shall implement the recording in accordance with the Framework Client's instructions and shall transfer any recording in accordance with the Framework Client's requirements.
	Q33. How is a 'significant error' or 'significant inaccuracy' defined for the purposes of the quality threshold under which five significant errors or inaccuracies may result in non-payment for the affected service?	Q33. The Oxford English Dictionary defines 'Significant' as: "large or important enough to have an effect or to be noticed." The determination as to what is important enough to have an effect will be wholly assignment specific. For example; a medical or legal setting will have a much lower threshold for 'significant error'.
	Q34. Is there an independent review or dispute process available where a Framework Member disagrees with a quality assessment or with the classification of an interpreter error as significant?	Q34. The published RFT at Appendix 6: 'Services Contract', Clause 11 'Disputes' sets out the provisions in respect of a dispute arising between the Framework Member and Framework Client.
	Q35. How will the requirement for '100% reliable delivery' be measured? Will exclusions apply for circumstances such as client cancellations, force majeure events, incorrect booking information, incorrect language identification or other circumstances outside the Framework Member's reasonable control?	Q35. The published RFT at Appendix 6: 'Services Contract' sets out the provisions in respect of Force Majeure events. The following sentence stated within Appendix 6: 'Services Contract', Schedule D: 'Service Levels', 'Service Delivery': "The Framework Member will ensure that it retains sufficient interpreters and trained staff to ensure 100% reliable delivery of services to THE FRAMEWORK CLIENT(S) at all times." Should now be read by Tenderers as: "The Framework Member will ensure that it retains sufficient interpreters and trained staff to ensure reliable delivery of services to THE FRAMEWORK CLIENT(S) at all times."

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	Administrative Q36. Is a list or register of proposed interpreters (names, languages, qualifications) required as part of the Tender Response at this Framework qualification stage, or is this information (Annex 6 — Interpreter Register) only required following award, at the individual Service Request stage? Q37. For Framework Members established outside Ireland, what equivalent documentation or registration will satisfy the requirements relating to an Irish Tax Clearance Access Number and Tax Reference Number? Q38. For Face-to-Face assignments, may pre-approved parking, toll and public transport expenses be reimbursed in addition to the stated mileage rate (€0.418/km)?	Q36. The Interpreter Register noted at Appendix 5: 'Framework Agreement', 'Annex 2 to the Framework Agreement' shall only apply at Service Request stage. For the avoidance of doubt; Tenderers are not required to supply an Interpreter Register with their Tender Response. Q37. Tenderers are advised that the Office of the Revenue Commissioners is the Irish Tax and Customs authority. Should Tenderers have any queries in relation to taxation matters, they are advised to contact the Office of the Revenue Commissioners. Their website is www.revenue.ie. The Office of Government Procurement does not provide guidance on taxation matters. Q38. The published RFT at Appendix 1, Section 6.3 states: "All travel must be expressly agreed in advance with the Framework Client" As such, it shall be a matter for agreement between the Framework Client and Framework Member whether such pre-approved charges as tolls and parking are permissible.