

Request for Proposal (RFP)

For: Team Leader / Key Expert 1 (TVET Governance) for Zantchito Skills for Jobs Project- Technical Assistance component, Malawi

Date: 25 April 2023

1 Overview of the British Council

1.1 The British Council builds connections, understanding and trust between people in the UK and other countries through arts and culture, education and the English language. We work in two ways – directly with individuals to transform their lives, and with governments and partners to make a bigger difference for the longer term, creating benefit for millions of people all over the world. We help young people to gain the skills, confidence and connections they are looking for to realise their potential and to participate in strong and inclusive communities. We support them to learn English, to get a high-quality education and to gain internationally recognised qualifications. Our work in arts and culture stimulates creative expression and exchange and nurtures creative enterprise.

1.2 We connect the best of the UK with the world and the best of the world with the UK. These connections lead to an understanding of each other's strengths and of the challenges and values that we share. This builds trust between people in the UK and other nations which endures even when official relations may be strained.

1.3 We work on the ground in more than 100 countries. In 2019-20 we connected with 80 million people directly and with 791 million overall, including online and through our broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body. Further information can be viewed at www.britishcouncil.org.

2 Introduction and Background to the Project / Programme

2.1 This role requires a single consultant who will be issued with a standard consultancy British Council Contract (refer to Annex 1) and the details of the scope are contained in Clause 7 of this RFP document. The consultant will be part of a project team to be based in a project office (onsite) and it will be preferable that the consultant is available in-person.

2.2 The Consultant will lead on the TVET Technical Assistance component under EU-funded Zantchito – Skills for Jobs project in Malawi over four years and will ultimately deliver the results as outlined in the Description of Action document and agreed with the Government of Malawi (GoM) and the EU Delegation (EUD).

This person will be the Team leader and Key Expert 1 (TVET Governance). They will have significant experience of TVET reform – governance, policy, practice and on-the-ground experience of leading TVET project delivery, stimulating improvement in governance mechanisms, sector-wide and multi-level co-ordination, motivating TVET institutions-industry collaboration, ideally, in Malawi or similar contexts.

2.3 The purpose and scope of this RFP and supporting documents is to explain in further detail the requirements of the British Council and the process for submitting a proposal in response to this RFP (**“Proposal”**).

3 Proposal Conditions and Contractual Requirements

This section of the RFP sets out the British Council's contracting requirements, general policy requirements, and the general conditions relating to this procurement process (**“Procurement Process”**).

3.1 Contracting requirements

3.1.1 Contracting authority: the British Council which includes any other companies and organisations that control or are controlled by the British Council from time to time (see: <http://www.britishcouncil.org/organisation/structure/status>).

3.1.2 Delivery location for goods and/or services: the British Council offices in Malawi.

3.1.3 Duration: This will be a consultancy contract for a period of initial 24 months (about 400 consultancy days) extendable by another 24 month (or about 400 consultancy days) based on quality delivery of the scope/ programme, continued funding, continued need and client satisfaction. There will be a mandatory review of the consultant's performance after 6 months (or about 110 consultancy days) to assess continued suitability/ fit for the programme, this may involve evaluation by the client and other stakeholders. Should the performance be unsatisfactory or not aligned to the programme, necessary action in line with provisions of Annex 1 (Contract) shall be undertaken.

3.1.4 Contractual terms: As set out at Annex 1 (*Terms and Conditions of Contract*) (**“Contract”**). By submitting a Proposal, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment. In the event that the chosen service provider is operating as a Sole Trader or through a Personal Service Company, the British Council retain the right to issue specific contractual terms and conditions, in order to take account of this status. If you plan to submit a bid as a Sole Trader or Personal Service Company please contact via the details given in Clause 11 of this RFP for a copy of the specific terms. Once the Contract is awarded, there will be no changes allowed to the Contract (except in accordance with the provisions of the Contract). Any clarification questions in relation to any aspect of this Procurement Process and the associated documentation should be submitted in accordance with the process set out in paragraph 12 (*Clarification Requests*). Only changes which relate to the correction of ambiguity or manifest error in relation to the terms of the Contract will be considered and, if necessary, the British Council may, when issuing its response to clarification questions, reissue Annex 1 to reflect such changes. Any proposed amendments received from a potential supplier as part of

its Proposal shall entitle the British Council to reject that Proposal and to disqualify that potential supplier from this Procurement Process.

3.2 General Policy Requirements

3.2.1 By submitting a Proposal, you confirm that you will comply with all applicable laws, codes of practice, statutory guidance and applicable British Council policies relevant to the goods and/or services being supplied. All relevant British Council policies that suppliers are expected to comply with can be found on the British Council website (<https://www.britishcouncil.org/organisation/transparency/policies>).

3.3 General Proposal conditions (“Proposal Conditions”)

3.3.1 Application of these Proposal Conditions – In participating in this Procurement Process and/or by submitting a Proposal it will be implied that you accept and will be bound by all the provisions of this RFP and its Annexes. Accordingly, Proposals should be made on the basis of and strictly in accordance with the requirements of this RFP.

3.3.2 Third party verifications – Your Proposal is submitted on the basis that you consent to the British Council carrying out all necessary actions to verify the information that you have provided, and the analysis of your Proposal being undertaken by one or more third parties commissioned by the British Council for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied as part of this Procurement Process is supplied in good faith. The information contained in the RFP and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue. No liability (save for fraudulent misrepresentation) is accepted for its accuracy, adequacy or completeness and no warranty is given as such.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. The clarification process set out in paragraph 12 should be used for any queries in relation to this Procurement Process.

3.3.5 Amendments to the RFP – At any time prior to the Response Deadline, the British Council may amend the RFP and if appropriate, the Response Deadline shall, at the discretion of the British Council, be extended.

3.3.6 Compliance of Proposal – Any goods and/or services offered should be on the basis of and strictly in accordance with the RFP (including, without limitation, any specification of the British Council's requirements, these Proposal Conditions and the Contract) and all other documents and any clarifications or updates issued by the British Council as part of this Procurement Process.

3.3.7 Compliance with the terms of the Contract – The successful supplier must comply with the Contract as set out in Annex 1 without any amendment (save as described in paragraph 3.1.4).

3.3.8 Format of Proposal – Proposals must comprise the relevant documents as detailed by the British Council in Annex 2 (Supplier Proposal) completed in accordance with relevant all instructions. Any documents requested by the British Council must be completed in full. It is important that you read the RFP carefully before completing and submitting your Proposal.

3.3.9 Modifications to Proposals once submitted – You may modify your Proposal prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a completely new Proposal in accordance with Annex 2 (Supplier Proposal) and these Proposal Conditions.

3.3.10 Disqualification – If you breach these Proposal Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this RFP, and/or in any supporting documents, entitling the British Council to reject a Proposal apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process or fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a Proposal;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the British Council concerning this Procurement Process (other than as set out in these Proposal Conditions) or from another potential supplier or another Proposal,

the British Council shall be entitled to reject your Proposal in full and to disqualify you from this Procurement Process. Subject to paragraph 3.3.1 below, by participating in this Procurement Process you accept that the British Council shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Proposal costs – You are responsible for obtaining all information necessary for preparation of your Proposal and for all costs and expenses incurred in preparation of the Proposal. Subject paragraph 3.3.15, you accept by your participation in this Procurement Process, including without limitation the submission of a Proposal, that you will not be entitled to claim from the British Council any costs, expenses or liabilities that you may incur in submitting a Proposal irrespective of whether or not your Proposal is successful.

3.3.12 Rights to cancel or vary this Procurement Process – Nothing in this Procurement Process will bind the British Council to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this RFP, but the British Council reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice in

writing. Subject to paragraph 3.3.15, the British will have no liability for any losses, costs or expenses you incur as a result of such actions.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Proposal Conditions and the requirements of this RFP.

3.3.14 Liability – Nothing in these Proposal Conditions is intended to exclude or limit the liability of the British Council in relation to fraud or in other circumstances where the British Council's liability may not be limited under any applicable law.

4 Confidentiality and Information Governance

4.1 All information supplied to you by the British Council, including this RFP and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your Proposal) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a Proposal. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the British Council has given express written consent to the relevant communication.

4.3 The British Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your Proposal, to any employee, third party agent, adviser or other third party involved in the Procurement Process in support of, and/or in collaboration with, the British Council. The British Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the British Council in accordance with such rights reserved by it under this paragraph.

4.4 The Freedom of Information Act 2000 ("FOIA"), EU General Data Protection Regulation (GDPR) 2015, the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies apply to the British Council (together the "**Disclosure Obligations**").

4.5 You should be aware of the British Council's obligations and responsibilities under the Disclosure Obligations to disclose information held by the British Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the British Council under the Disclosure Obligations, unless the British Council decides that one of the statutory exemptions under the FOIA or the EIR applies.

5 Proposal Validity

5.1 Your Proposal must remain open for acceptance by the British Council for a period of 60 [sixty] days from the Response Deadline. A Proposal not valid for this period may be rejected by the British Council.

6 Payment and Invoicing

6.1 The British Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the British Council must ensure comparable payment provisions apply to the payment of their commitments that might be originated from an agreement from this tender. General requirements for an invoice for the British Council include:

- A description of the good/services supplied is included.
- The British Council Purchase Order number is included.
- It is sent electronically via email in PDF format to BC.Invoices@britishcouncil.org or by post to Malambo.kayanda@britishcouncil.org.zm:

The British Council, Corporate Services – British Council, British High Commission Building, P.O. Box P.O Box 30222, Capital City, Lilongwe, Malawi

7 Terms of Reference

Team Leader / Key Expert 1 (TVET Governance) for Zantchito Skills for Jobs Project- Technical Assistance component, Malawi

Background

The British Council provides management and technical leadership of complex, multi-stakeholder programmes across the globe, with an intimate understanding of local context through our longstanding presence on the ground, contributing to the achievement of positive change, particularly for young people. Working in Malawi since 1974, we form trusted partnerships that shape new approaches by tackling profound challenges and ensuring positive solutions for sustainable change, informed by global best practice but led by Malawi's communities. This includes connecting students, educators, policymakers, academics, creatives and entrepreneurs, with a focus on increasing opportunities for youth: supporting young people and the systems that service them to improve education, qualifications and skills.

Skills development with an emphasis on TVET is the main priority for our operations in Malawi, equipping young people with the support they need to create more resilient pathways to better life prospects, and more broadly helping to tackle Malawi's unemployment challenge.

These challenges are becoming increasingly acute due to Malawi's youthful population, 66 percent of whom are under the age of 25 years old. The percentage of youth not in employment education or training is declining, but still stood at 32.9%¹ in 2017. Coupled with the fact that 83% of youth in Malawi are faced

¹ <https://data.worldbank.org/indicator/SL.UEM.NEET.ZS?locations=MW>

with high skills mismatches on the labour market (DTUDA, 2019), there is a need for the rapid expansion of work opportunities and the development of skills to attain and create jobs. Better alignment of training to support the growth of the emerging labour market therefore makes the enhancement of Technical, Entrepreneurial and Vocational Education and Training (TEVET) in Malawi vital and urgent.

The TEVET system in Malawi has faced challenges over a number of years relating to funding, governance and the institutional strength.

The overall governance and management of the TEVET sector remains challenging. Efforts to improve on the quality of governance - of TEVET regulatory functions, decentralisation approaches, promotion of policy dialogue among stakeholders, Labour market information system have not materialised; collaboration between TEVET providers and the private sector is minimal. TEVET training systems are biased against women and students with disabilities.

Enabling broad support for policy review, wider TEVET reform, capacity building throughout the system, a shared understanding and collective ownership of change that will ensure better overall management, planning, co-ordination and effective functioning of the sector is essential.

Accordingly, to capitalise on the benefits that enhanced TEVET teaching and governance can bring, it is necessary to improve and better connect the institutions that govern and deliver TEVET so that the legacy of enhanced teaching capacity through training and improved Labour Market Information is embedded into the day-to-day operations of the system and sustained. To realise this will require identification of policy and delivery level actors and to work with them to harmonise improved approaches, building upon the legacy of past projects such as STEP and creating links with those underway, such as VET Toolbox.

The Government of Malawi (GoM) and other key stakeholders have embarked upon initiatives to improve the quality and relevance of TEVET and currently reviewing the TEVET act. The most relevant to the Zantchito project include founding a Public-Private Skills Development Dialogue Forum, harmonising the TEVET Qualification Framework and addressing capacity issues to meet TEVET demand.

Scope of the Project / programme

| | |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title | Zantchito – Skills for Jobs |
| Duration | 4 Years |
| Geographical scope | Malawi |
| Total budget | Approx. EUR 5,700,000 |
| Target groups | Ministry of Labour Technical, Entrepreneurial and Vocational Education and Training Authority (TEVETA) Other relevant Ministries and government bodies TEVET training providers (formal/informal) Employers and industry representatives Local communities |

| | |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title | Zantchito – Skills for Jobs |
| Final beneficiaries | TEVET graduates Employers |
| Overall objective | To increase employability and self-employment opportunities available to young TEVET graduates and entrepreneurs, with special attention to women's needs |
| Purpose (specific objectives) | 1.Improved co-ordination of the national TEVET system to realise governance that supports the improved quality and inclusiveness of outcomes 2. TEVET delivery and outcomes that meet sector and local economic and social needs |
| Expected results | 1.1 Improved co-ordination of institutions, better clarity on responsibilities and greater use of inclusive and evidence-based decision-making that supports the development and implementation of policies and strategy for an effective TEVET system. 1.2 Enhanced participation of private partners in the TEVET ecosystem contributing to higher quality, relevant and inclusive TEVET outcomes. 2.1 A sectoral approach to skills development is piloted in four Centres of Vocational Excellence (CoVE). 2.2 TEVET development, regulation and delivery is better able to respond to sector and local economic and social needs |

The project entered its Inception Phase in March 2023. The Inception phase will end at the end of June 2023.

Specification

Team Leader and Key Expert 1 (TVET Governance)

The Consultant will lead on the TVET Technical Assistance component under EU-funded Zantchito – Skills for Jobs project in Malawi over four years and will ultimately deliver the results as outlined in the Description of Action document and agreed with the Government of Malawi (GoM) and the EU Delegation (EUD).

This person will be the Team leader and Key Expert 1 (TVET Governance). They will have significant experience of TVET reform – governance, policy, practice and on-the-ground experience of leading TVET

project delivery, stimulating improvement in governance mechanisms, sector-wide and multi-level co-ordination, motivating TVET institutions-industry collaboration, ideally, in Malawi or similar contexts.

Accountabilities, Responsibilities and Main Duties

The Consultant will be **accountable** for the delivery of the Project's technical outputs and results to the satisfaction of the British Council and the European Union.

The Consultant will be **responsible** for providing overall strategic guidance, policy guidelines and assess aspects of project progress against targeted results and for leading and supervising the Project delivery team from a technical perspective

The Consultant will serve as the Project's representative and key point of technical contact.

The Consultant's **main duties** will include:

- a) Providing overall strategic direction to the Project in close liaison with the British Council, the European Union Delegation and the Project Steering Committee.
- b) With support from the Deputy Team Leader and Technical Adviser, UK leading the finalisation of the Inception report, including the workplan and logframe, and including facilitating a multi-stakeholder inception workshop.
- c) Ensuring the project activities are delivered according to the agreed description of action (DoA) and the inception report.
- d) Oversee the recruitment and performance management of the technical team and consultants (both short and long term).
- e) Providing necessary technical inputs across the project and leading on technical inputs under Objective 1, result areas 1.1 and 1.2 including (but not limited to) capacity building and advisory inputs to Ministry of Labour in enhancing relevance and quality of TVET provision; support GoM on TVET governance and financing; developing concepts for testing innovative Public Private Partnership (PPP) approaches; support to TVET coordination mechanisms; developing relevant policy guidelines, materials and tools on TVET governance, information campaigns to raise profile of the project, or any other areas identified during the inception phase.
- f) Leading and coordinating the design, preparation, implementation, quality assurance, monitoring and reporting of all technical project activities as foreseen in the *Description of Action*, annual workplans and in line with the logical framework; working together with the Senior Project Manager and inputting to the project financial reports.
- g) Establish and maintain a Technical Assistance Provision Plan to guide the deployment of short and long term expertise in support of the delivery of Project results.
- h) Leadership and direction of the core Project team and relevant experts to deliver key components of the programme
- i) Provide support for the development and regular updates to the project risk management strategy.
- j) Continuous liaison, consultation, engagement and relationship management with key project stakeholders including national and local government, beneficiary institutions, non-state actors and international development partners.
- k) Ensure effective skills transfer and capacity building through mentoring and coaching of local counterparts by all project staff (both long and short term) during the project life cycle.
- l) Ensure the capture and documentation of lessons/stories/case-studies related to the delivery of the project results, as part of the broader communication, publicity and visibility effort, both locally and internationally.

Deliverables

All documentation produced as a result of these TORs including but not limited to strategies, reports, tools, application forms, guides etc are Deliverables and ownership of Intellectual Property Rights is to be assigned to the British Council without exception.

Reporting Arrangements

The Consultant will be accountable to the British Council's Zantchito Skills for Jobs Project Director (SRO) in Malawi, in terms of Project delivery and reporting. The consultant will be supported by a Senior Project Manager, reporting to them and to the Project Director via a dotted line.

All progress reports will be submitted in line with the reporting requirements of the Delegation Agreement and British Council, and will include:

- Summary high-level progress reports (technical) will be presented by the Consultant during the monthly meetings to the British Council Project management team for review and comments. These meetings will also provide problem solving support and act as a sounding-board to the Consultant across a variety of technical areas.
- Finalised Inception Report, covering the inception phase of the Project will be submitted in writing, no later than 15 days after the end of the period covered by the report, by the Consultant to the Project Director for review, comments and onward transmission to the EU Delegation.
- Comprehensive consolidated implementation progress reports (technical and financial) will be submitted in writing by the Consultant ahead of the quarterly meetings of the Project Advisory Committee, no later than one week prior to the meeting, for their consideration and endorsement. The financial reports will be provided by the Senior Programme Manager.
- Consolidated implementation progress reports (technical and financial) will be submitted annually in writing, no later than 30 days after the end of the period covered by the report, by the Consultant to the Project Director for review, comments and onward transmission to the EU Delegation.
- A consolidated final implementation report (technical and financial) will be submitted in writing, no later than 15 days after the end of the Project, by the Consultant to the Project Director for review, comments and onward transmission to the EU Delegation.

Location and duration

The International consultant will be based in Malawi for the duration of the project, with associated country travel.

The expected start date is October/November 2022. Approximately 800 working days will be delivered over a period of approximately 48 months, through to September/October 2026. Refer to Clause 3.1.3 for details.

8 Mandatory Requirements / Constraints

8.1 As part of your Proposal, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the British Council's specification forming part of this RFP. Failure to comply with any mandatory requirements or constraints shall entitle the British Council to reject a Proposal. The criteria (below) must be demonstrated in the submission of Supplier/ consultant's Response form (Refer to Annex 2 for detail) and a CV.

Mandatory criteria

Strong experience in TVET sector, especially at policy level

Strong experience of navigating complex systems, fostering innovative processes

Experience of engaging with senior government stakeholders, private sector leaders and evidence of

strong relationship building skills

Experience in capacity building of Ministries / TVET authorities, particularly in areas of governance, coordination, public-private sector engagement, education-employer partnerships.

Experience working in a leading position (Team Leader) in a related project, or other significant management experience and ability to line manage a team of professional colleagues

Strong experience in developing and implementing TVET sector reform projects

Strong analytical ability, coaching competence and report writing skills

Desirable criteria – Non-mandatory

Previous experience working in Malawi or similar context

Experience in managing project monitoring, evaluation and learning systems

9 Key background documents

9.1 Further relevant background documents / information may be provided to potential suppliers as an Annex to this RFP and/or by way of the issue of additional documents / links to additional information / documents. Please view list of Annexes at the end of this document.

10 Timescales

10.1 Subject to any changes notified to potential suppliers by the British Council in accordance with the Proposal Conditions, the intended timescales applicable to this Procurement Process are:

| Activity | Date / time |
|------------------------------------------------------------------------------------------|---------------|
| RFP Issued to bidding suppliers | 28 April 2023 |
| Deadline for clarification questions (Clarification Deadline) | 7 May 2023 |
| British Council to respond to clarification questions | 10 May 2023 |
| Deadline for submission of Proposals by potential suppliers (Response Deadline) | 14 May 2023 |
| Interviews | 18 May 2023 |
| Final Decision | 19 May 2023 |
| Contract concluded with winning supplier | 26 May 2023 |
| Contract start date | 1 June 2023 |

1 Instructions for Responding

11.1 The documents that must be submitted to form your Proposal are listed at Part 2 (Submission Checklist) of Annex 2 (Supplier Proposal) to this RFP. All documents required as part of your Proposal should be submitted to <https://in-tendhost.co.uk/britishcouncil> by the Response Deadline, as set out in the Timescales section of this RFP.

11.2 The following requirements should be complied with when submitting your Proposal in response to this RFP:

- Please ensure that you send your submission in good time to prevent issues with technology – late Proposals may be rejected by the British Council.
- Do not submit any additional supporting documentation with your Proposal except where specifically requested to do so. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the British Council).
- All attachments/supporting documentation should be provided separately to your main Proposal document, clearly labelled and cross-referenced to the Proposal as relevant.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your Proposal.
- Unless otherwise stated as part of this RFP or its Annexes, all Proposals should be in the format of the relevant British Council requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' you must demonstrate such equivalence as part of your Proposal.
- Any deliberate alteration of a British Council requirement as part of your Proposal will invalidate your Proposal to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your Proposal to the RFP requirements and pricing will be incorporated into the Contract, as appropriate.

12 Clarification Requests

12.1 All clarification requests should be submitted to <https://in-tendhost.co.uk/britishcouncil> by the Clarification Deadline, as set out in the Timescales section of this RFP. The British Council is under no obligation to respond to clarification requests and will respond if the question is appropriate and received before the Clarification Deadline.

12.2 Any clarification requests should clearly reference the appropriate paragraph in the RFP documentation and, to the extent possible, should be aggregated rather than sent individually.

12.3 The British Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the British Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the British Council responding to all potential suppliers.

12.4 The British Council may at any time request further information from potential suppliers to verify or clarify any aspects of their Proposal or other information they may have provided. Should you not provide supplementary information or clarifications to the British Council by any deadline notified to you, your Proposal may be rejected in full and you may be disqualified from this Procurement Process.

13 Evaluation Criteria

13.1 You will have your Proposal (Supplier Response, Annex 2 and CV) evaluated as set out below:

Stage 1: Proposals will be checked to ensure that they have been completed correctly and all necessary information has been provided. Responses correctly completed with all relevant information being provided and all mandatory requirements as outlined in Section 8 met will proceed to Stage 2. Any Proposal not correctly completed in accordance with the requirements of this RFP and/or containing omissions may be rejected at this point. Where a Proposal is rejected at this point it will automatically be disqualified and will not be further evaluated.



Stage 2: If a bidder succeeds in passing Stages 1 of the evaluation, then it will have its Proposal (Supplier Response and CV) evaluated in accordance with the evaluation methodology set out below. This will involve the review of the Supplier Response and CV. In addition, the British Council shall invite qualified consultants (Top 3 upon scoring) for some interviews/ demonstrations (virtual or otherwise) for which details will be determined and communicated in due course.

13.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages proposal using the following criteria and weightings and will be assessed entirely on your response submitted:

| Criteria | Weighting |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Social Value This is a Mandatory element and cannot be removed. Please refer to the Supplier Response template – Part 1 – Social Value evaluation criteria section for further guidance] | 10% |
| Experience and Knowledge | 35% |
| Methodology and Approach | 35% |
| Commercial | 20% |

Note – The detail is in Annex 2 (Supplier Response).

13.3 Scoring Model – Proposals (Supplier Response) will be subject to an initial review at the start of Stage 2 of the evaluation process. Proposals not so rejected will be scored by an evaluation panel appointed by the British Council for all criteria other than Commercial using the following scoring model:

| Points | Interpretation |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | Excellent – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement. |
| 7 | Good – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested. |
| 5 | Adequate – Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide all of the evidence requested. |
| 3 | Poor – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement. |
| 0 | Unacceptable – The response is non-compliant with the requirements of the RFP and/or no response has been provided. |

13.4 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of Annex 3 (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation, further information on this approach may be available in Annex 3. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the British Council as part of the pricing approach, the British Council may reject the full Proposal at this point. The British Council may also reject any Proposal where the Overall

Price for the goods and/or services is considered by the British Council to be abnormally low following the relevant processes set out under the procurement rules. A maximum offer score of 10 will be awarded to the Proposal offering the lowest "Overall Price". Other Proposals will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

13.5 Moderation and application of weightings – The evaluation panel appointed for this Procurement Process will meet to agree and moderate scores for each award criteria. A clarification call with at least top 3 candidates will be made before the final scoring is done. Final scores in terms of a percentage of the overall Proposal score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above following the clarification call. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

13.6 The Winning Proposal(s) - A Framework Agreement (refer to Annex 1 for details) will be awarded to the supplier/ consultant whose proposal shall score the highest percentage score out of 100 when applying the above evaluation methodology, which is also supported by any required verification evidence (to include, without limitation, any updated information) obtained by the Authority relating to any self-certification or other requirements referred to at any time in this Procurement Process.

List of Annexes forming part of this RFP (issued as separate documents):

Annex 1 – Terms and Conditions of Contract

Annex 2 – Supplier Proposal

Annex 3 – Pricing Approach