Request for Proposal (RFP)

Newton Professional Development and Engagement Programme


Date: 24 July 2017

1 Overview of the British Council

1.1 The British Council is the United Kingdom’s international organisation for cultural relations and educational opportunities. Its purpose is to promote a friendly knowledge and understanding between the people of the UK and people worldwide; making a positive contribution to all the countries we work with; and making a lasting difference to the UK’s security, prosperity and influence. It seeks to achieve its aims by working in education, science, governance, English and the arts. In 2014-15, its programmes reached a total audience of 647 million people worldwide, up by 43 million from the previous year. The British Council also had a total turnover of £973 million, which was 13% higher than the previous year. Its income included a grant-in-aid of £155 million, £637 million from fees and income from services such as English teaching, exams administration and £164 million from contract activity, such as the management of client-funded contracts, and funding from a wide range of public and private sector partners.

1.2 The British Council was established in 1934 and incorporated by Royal Charter in 1940. It is registered as a charity in England and Wales (charity no. 209131) and Scotland (charity no. SCO37733). It is also an executive non-departmental public body, with the Foreign and Commonwealth Office as its sponsoring department.

1.3 Its primary charitable objects are set out in the Charter and are stated to be to:

- Promote cultural relationships and the understanding of different cultures between people and peoples of the United Kingdom and other countries;
- Promote a wider knowledge of the United Kingdom;
- Develop a wider knowledge of the English language;
- Encourage cultural, scientific, technological and other educational co-operation between the United Kingdom and other countries; and
• Otherwise promote the advancement of education.

1.4 The British Council works in more than 110 countries around the world and employs over 7000 staff worldwide. It has its headquarters in the UK, with offices in London, Manchester, Belfast, Cardiff and Edinburgh. Further information can be viewed at www.britishcouncil.org.

2 Introduction and Background to the Project / Programme

2.1 The Newton Fund

The Newton Fund is a £735 million fund (£75 million a year for 7 years starting 2014/15) which will support science and innovation partnerships between the UK and emerging powers. It forms part of the UK’s Official Development Assistance (ODA) commitment and its primary focus is to develop partner countries’ research and innovation capacity for long-term sustainable growth and welfare through building research and innovation capacity. It is intended that partner countries will provide funding to match the investment made by the UK.

The fund covers three broad categories of activity:

• People: improving science and innovation expertise (known as ‘capacity building’), student and researcher fellowships, mobility schemes and joint centres.

• Programmes: research collaborations on development topics.

• Translation: innovation partnerships and challenge funds to develop innovative solutions on development topics.

The British Council, together with our partner, the Higher Education International Unit - UUKi, delivers six programmes predominantly within the People area, with a primary focus on capacity building of systems, institutions and individuals, and establishing initial links between the UK and partner countries.

Throughout the seven year programme, the British Council will use the strength and expertise of the UK to work towards the following high-level impacts:

• Primary impact: Economic development and improvements in social welfare of developing countries are promoted.

• Secondary impact: Strong, sustainable and systemic relationships between the UK and partner countries are established and built upon, and opportunities for wider collaboration are opened up.

Although not the primary focus of the programme, activity will also build strong, sustainable, systemic relationships with partner countries. This will support the continued excellence of the UK research base.
and innovation ecosystem and act as a golden key to unlock opportunities for wider collaboration and trade.

The countries currently involved in the Newton Fund are: China | India | Brazil | South Africa | Mexico | Colombia | Kenya | Turkey | Malaysia | Thailand | Vietnam | Indonesia | Philippines | Egypt | Kazakhstan | Jordan | Peru

It is important to note that not all of the above countries will take part in all of the British Council Newton Programme activity strands. The offer will vary depending on the identified needs and requirements in each of the partner countries.

The British Council currently works with key stakeholders in the UK and in partner countries to ensure activity is demand-led, funds are dispersed in an open, competitive, and transparent manner, maximum benefit is achieved, and the impact on developing countries’ research and innovation systems is long-lasting and sustainable. The Newton Fund provides a great opportunity to make a step change in the UK’s international scientific relations and in doing so improve the lives of the poorest and most disadvantaged people in developing countries.

Newton Professional Development and Engagement Programme

The Newton Professional Development and Engagement Programme is one of six Newton Programmes delivered by the British Council. This programme is shaped by the demands and development priorities of the country stakeholders, with the aim of supporting the research environment and enabling optimal impact from research. The programme has the added benefit of building up relationships between skills providers with knowledge and understanding of UK research and innovation ecosystems and partner country stakeholders.

The services provided under the Newton Professional Development and Engagement Programme will enable much stronger links between the UK and partner country stakeholders, will create greater opportunities and assist in building capacity in the research and innovation sector.

We are seeking expertise from service providers delivering capacity building services within the research and innovation sectors.

Background and Context for Building Strong Data Management, Data Curation and Repository System in HEI, Malaysia

Policy background

Significant advancement has been made on the Malaysian research landscape over the last decade, in particular on initiating Malaysia Framework for Research Assessment (MyRA) and Research Universities in 2006. A rapid rise in the number of scholarly publications has been observed, even surpassing the rate for China and Korea, in which 70% outputs are from those Research Universities. The numbers of patents and citations for the country have also seen a notable increase. Despite unprecedented rate of increase in
scholarly publications for Malaysia, its rankings for output and connectivity are among the lowest of the 50 countries assessed by U21 Ranking of National Higher Education Systems in 2014 and 2015.

Malaysia aspires to have a learned society with a substantial number of PhD holders in its population of graduates and accomplish greater impact from its research endeavours beyond the achievements made to-date.

In order to achieve this, it is necessary to take stock of the whole dynamics of the research ecosystem, identify gaps, and deal with areas that need refining.

The Malaysia Education Blueprint (Higher Education) MEB 2015-2025 (HE) launched in April 2015, outlines 10 Shifts that address key performance issues in the system, in which 5 of them are directly relevant to research and enterprise, namely, Talent Excellence, Financial Sustainability, Empowered Governance, Innovation Ecosystem and Global Prominence. Being world class in research and enterprise means adopting and meeting the criteria and standards of world-class research institutions, as well as learning from international practices including management and governance of research and innovation, structure and support mechanism for research organisations, and overall coordination at different levels.

Project background

In 2015, the Malaysian Research Management and Governance (MRMG) Project (Phase I) was implemented in collaboration with MIGHT, MoHE and University Malaya, funded by Newton-Ungku Omar Fund through Professional Development and Engagement strand. The project comprised four work packages and involves individuals from 21 public and private universities and the Public Services Department. Representatives from these institutions took part in brainstorming and deliberation sessions to map out issues faced in Malaysian research management and governance, and identified paths and recommendations for improvements within the Malaysian HE system.

The final report from MRMG (Phase I) recommended four topics for further study and work in 2016 – 2018. There are:

- Research management profession
- Data repository and curation
- Full Economic Costing and External Fund Portfolio
- Impact and Monitoring

A taskforce of 25 representatives from universities and government agencies was established in 2016 to carry out the Phase II project. The Phase II project supported by Ministry of Higher Education Malaysia aims to reform the research landscape in HEI Malaysia for a sustainable and impact-led research system and management in Malaysia. This project focusing on data management, repository and curation is part of the Phase II project, aiming to improve data management and establish data repository and curation system in selected HEI Malaysia. There are two main parts, Part 1 “Scoping Study and Remote
Consultation” and Part 2 “Training and Remote Support”. This RFP is on the Part 1 “Scoping Study and Remote Consultation”.

Data repository and curation in Malaysia

Data repository and curation is carried out by individual university and the level of implementation varies. It is still lacking a comprehensive and quality system that can be used by everyone and capture all research publications and projects in Malaysia. It is envisaged that a national system that catalogues all research publications and projects in Malaysia would help researchers to efficiently identify a research gap and reduce duplicate works.

3 Tender Conditions and Contractual Requirements

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

3.1 Contracting requirements

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

3.1.2 The appointed supplier will be expected to deliver the goods and/or provide services in the UK and send deliverables to British Council Malaysia and British Council UK.

3.1.3 The British Council’s contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and Conditions of contract) (“Contract”). By submitting a tender response, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment.

3.1.4 The Contract awarded will be between August 2017 and November 2017.

3.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this RFP by the Clarification Deadline (as defined below in the Timescales section of this RFP). Following such clarification requests, the British Council may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.6 The British Council is under no obligations to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Response Deadline (as defined below in the Timescales section of this RFP). Any proposed amendments received from a potential...
supplier as part its tender response shall entitle the British Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

3.2 General Policy Requirements

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors 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 (www.britishcouncil.org/organisation/transparency/policies). The list of relevant policies includes (but it is not limited to): Anti-Fraud and Corruption, Child Protection Policy, Equality, Diversity and Inclusion Policy, Fair Trading, Health and Safety Policy, Environmental Policy, Records Management, and Privacy.

3.3 General tender conditions ("Tender Conditions")

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

3.3.2 Third party verifications – Your tender response 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 tender response 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 to potential suppliers 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 but the British Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the British Council.

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. You should notify the British Council promptly of any perceived ambiguity, inconsistency or omission in this RFP and/or any in of its associated documents and/or in any information provided to you as part of 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. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Response Deadline shall, at the discretion of the British Council, be extended.
3.3.6 **Compliance of tender response submission** – 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 Tender 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 **Format of tender response submission** – Tender responses must comprise the relevant documents specified by the British Council completed in all areas and in the format as detailed by the British Council in Annex 2 (Supplier Response). Any documents requested by the British Council must be completed in full. It is, therefore, important that you read the RFP carefully before completing and submitting your tender response.

3.3.8 **Modifications to tender response documents once submitted** – You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (Supplier Response) and these Tender Conditions.

3.3.9 **Rejection of tender responses or other documents** – A tender response or any other document requested by the British Council may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by the British Council forming part of the RFP;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the British Council in any way;
- is not submitted in a manner consistent with the provisions set out in this RFP;
- is received after the Response Deadline.

3.3.10 **Disqualification** – If you breach these Tender 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 tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to 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 tender response;
- 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; or
- 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 Tender Conditions) or from another potential supplier or another tender response,

the British Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition 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 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the British Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this RFP, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the British Council is not bound in any way 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 to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the British will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

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 Tender Conditions and the requirement of this RFP.

3.3.14 Liability – Nothing in these Tender 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 tender response) 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 tender response. 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 This RFP and its accompanying documents shall remain the property of the British Council and must be returned on demand.

4.4 The British Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement 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.

4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies apply to the British Council (together the “Disclosure Obligations”).

4.6 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.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 (Submission Checklist) of Annex 2 (Supplier Response), you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the British Council should not and will not be bound by any such markings.
4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the British Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the British Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the British Council on the basis that it may be disclosed under the Disclosure Obligations if the British Council considers that it is required to do so and/or may be used by the British Council in accordance with the provisions of this RFP.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the British Council’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the British Council’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

5 Tender Validity

5.1 Your tender response must remain open for acceptance by the British Council for a period of sixty days from the Response Deadline. A tender response 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 sub-contractors and the sub-contractors of their sub-contractors. 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: The British Council, Corporate Services – UK Hub Team, 10 Spring Gardens, London SW1A 2BN

7 Specification
The supplier will be expected to provide services, to a timeline to be agreed between the British Council and the supplier upon award on contract of the project of which the details are provided as follows:

**The first phase of the project will focus consists of the following two activities which will require the supplier's support:**

**Remote Consultation**

Provide advice and expertise on the development of national policy, governance structure, framework and processes/guidelines for effective data management in Malaysia higher education institutions through remote consultations and provide feedback on the drafted policy, framework and guidelines (estimated @ 2 days)

**Scoping Study**

To research and conduct scoping study on potential open source platform for data curation and repository systems to fit the Malaysian higher education and research context. The consultants will prepare and produce a report.

The outputs for Phase One will feed into Phase Two which aims to customise a selected open source platform for piloting in November 2017. A separate mini competition will be released by November 2017. The consultants working on Phase One are expected to participate in the first teleconference of the Phase Two to provide a briefing on Phase One ensuring the continuity of the project. The outputs will support Part 2 on the selection and customisation of the Data Repository and Curation Platform for HEI Malaysia and the piloting of the system in selected HEI between October 2017 and February 2018.

**Remote consultation**

**Objective:** To provide advice and support in developing Data Management Policy, Framework and Guidelines that meet Malaysia context and requirements.

**Number of taskforce members involved:** Approximately 10

**Location:** via emails, tele- and video conference

**Proposed dates:** To be completed by mid October 2017 (dates and number of days contracted to be confirmed with the successful bidder)

**Focus:**

- Good data governance
- Data management flow
- Data management framework
- Minimum requirements and specifications on good data management
- Minimum competencies/skills of data management personnel/staff

**Deliverables:**
• **Scoping Study**

**Objective:** To carry out a scoping study on Open Source Platforms for Data Repository and Curation, and the best use of these within the Malaysian Higher Education system.

*Proposed dates:* To be completed by mid October (dates and number of days contracted to be confirmed with the successful bidder)

**Scope of the study:**

- Types and open sources
- Background, functions, technical requirements of the platforms, customisation requirements and budget if relevant
- Features comparison
- The applicability to the Malaysia HE system and context
- Recommendations
- *Note: Consultants can provide suggestions.*

**Deliverables:**

- Drafting the content, methodology, findings and analysis of the scoping study
- Delivering the scoping study

3. **Monitoring and Evaluation of the Project**

**Monitoring:**

- Feedback from the taskforce members is to be collected after the consultations.

- The consultant shall submit a post-activity report to the British Council detailing the outcomes of each activity in reference to the agreed upon Schedule of Activities and Project timelines. The report shall contain a narrative on the project’s outcome, a summary of completed tasks, and a statement of funding and expenses.

**Evaluation:**

- Each activity under the Newton Fund Professional Development and Engagement Program shall be evaluated on (1) the objectives met, (2) efficiency of expenditures, (3) the impact of the activity on the participants, and to the community. The consultant shall suggest an Evaluation Plan in Annex 2 – Supplier Response.

**Expenses:**
Remote activity should not be required.

8 Mandatory Requirements / Constraints

8.1 As part of your tender response, 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. A failure to comply with one or more mandatory requirements or constraints shall entitle the British Council to reject a tender response in full.

8.2 Suppliers are invited to formulate a proposal that represents value for money against a maximum budget of £7,000.

9 Qualification Requirements

9.1 Not used.

10 Key background documents and further information

10.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this RFP and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the RFP will not apply.

11 Timescales

11.1 Subject to any changes notified to potential suppliers by the British Council in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date / time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued to bidding suppliers</td>
<td>24 July 2017</td>
</tr>
<tr>
<td>Deadline for clarification questions (Clarification Deadline)</td>
<td>02 August 2017 by 17:00</td>
</tr>
<tr>
<td>British Council to respond to clarification questions</td>
<td>04 August 2017 by 17:00</td>
</tr>
<tr>
<td>Deadline for submission of RFP responses by potential suppliers (Response Deadline)</td>
<td>09 August 2017 by 17:00</td>
</tr>
<tr>
<td>Final Decision</td>
<td>11 August 2017 by 17:00</td>
</tr>
</tbody>
</table>
12 Instructions for Responding

12.1 The documents that must be submitted to form your tender response are listed at Part 2 (Submission Checklist) of Annex 2 (Supplier Response) to this RFP. All documents required as part of your tender response should be submitted to UK-PDE@britishcouncil.org by the Response Deadline, as set out in the Timescales section of this RFP.

12.2 The following requirements should be complied with when submitting your response to this RFP:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may rejected by the British Council.
- Do not submit any additional supporting documentation with your RFP response except where specifically requested to do so as part of this RFP. 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 tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this RFP or its Annexes, all tender responses 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 tender response.
- Any deliberate alteration of a British Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

13 Clarification Requests

13.1 All clarification requests should be submitted to UK-PDE@britishcouncil.org 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 received after the Clarification Deadline.
13.2 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.

13.3 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.

13.4 The British Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response 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 tender response may be rejected in full and you may be disqualified from this Procurement Process.

14 Evaluation Criteria

14.1 You will have your tender response evaluated as set out below:

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this RFP and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

Stage 2: If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the British Council’s requirements evaluated in accordance with the evaluation methodology set out below.

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowledge and Experience</td>
<td>50%</td>
</tr>
<tr>
<td>Methodology and approach</td>
<td>30%</td>
</tr>
<tr>
<td>Costs</td>
<td>20%</td>
</tr>
</tbody>
</table>

14.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 1 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will
be rejected in full at this point and will not be assessed or scored further. Tender responses 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:

<table>
<thead>
<tr>
<th>Points</th>
<th>Interpretation</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td><strong>Excellent</strong> – 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.</td>
</tr>
<tr>
<td>7</td>
<td><strong>Good</strong> – 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.</td>
</tr>
<tr>
<td>5</td>
<td><strong>Adequate</strong> – 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.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Poor</strong> – 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.</td>
</tr>
<tr>
<td>0</td>
<td><strong>Unacceptable</strong> – The response is non-compliant with the requirements of the RFP and/or no response has been provided.</td>
</tr>
</tbody>
</table>

14.4 **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. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the British Council as part of the pricing approach. 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 tender response at this point. The British Council may also reject any tender response 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 EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: \[
\text{commercial score} = \left( \frac{\text{Lowest Overall Price}}{\text{Overall Price being evaluated}} \right) \times 10 \text{ (rounded to two decimal places)}
\]
14.5 **Moderation and application of weightings** – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

14.6 **The winning tender response** – The winning tender response shall be the tender response scoring 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 or references relating to any Qualification Question responses) obtained by the Authority relating to any self-certification or other requirements referred to in the Qualification Questionnaire *(if used)*. If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in the Qualification Questionnaire *(if used)* as a party prepared to provide such information, is not provided in accordance with any timescales specified by the British Council and/or any evidence reviewed by the British Council (whose decision shall be final) does not demonstrate compliance with any such requirement, the British Council may reject that tender response in full and disqualify the potential winning supplier from the Procurement Process at that point.

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

**Annex 1 - Terms and Conditions of Contract**

**Annex 2 – Supplier Response**

**Annex 3 – Pricing Approach**