

Request for Proposal (RFP)

For: Two Malaysian delivery partners to co-curate and co-deliver a UK delegation of arts practitioners/organisations, climate activists, scientists and or academics to Malaysia in March 2024 and advise on a creative commission in 2025.

Date: 6 November 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. These build 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 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").

We are seeking to engage 2 Malaysian delivery partners (CSOs and/or arts organisations), who will help us deliver a UK delegation of arts practitioners/organisations, climate activists, scientists and or academics to Malaysia in March 24, and establish connections and collaborations between UK and Malaysian artists, organisations, experts who work at the intersection of arts and climate response with local indigenous

communities. Through their participation in Human Nature, and the programme's activity, the delivery partners will also engage in, and benefit from, strengthening their skills capacity to advocate and embed arts and creative responses to climate adaptation into their practice. While this procurement is only for the first programme's activity, (the UK delegation to Malaysia in March 2024), we hope to find partners who will want to engage with multiple activities over the next 3 years programming.

Context

"Indigenous knowledge is the accumulated knowledge, beliefs, and practices of native communities around the world, gained from centuries of living in close proximity to nature. It includes a vast array of knowledge systems, ranging from agricultural practices and medicinal plants to spiritual beliefs and traditional storytelling. This knowledge is not only valuable in its own right but has the potential to offer vital insights into contemporary global challenges. However, despite its value, much of this knowledge is at risk of being lost as indigenous communities face rapid modernization, globalization, and climate change. It is, therefore, crucial to preserve and promote indigenous knowledge to ensure its continued transmission to future generations and its potential application in modern society."

- The Tuyang Initiative, community-led arts company from Miri, Sarawak

The British Council has launched a new global programme called "Culture Responds to Global Challenges" (CRGC). It's climate change strand aims to enable artists to tell the climate change story and improve practices in cultural organisations.

In Malaysia, we will run "Human-Nature": a 3-year programme of collaborations and partnerships between the UK and Malaysia Civil Society Organisations arts sectors, science and academia, to explore Malaysia's cultural diversity and biodiversity, and develop creative responses to climate change/ adaptation.

Human-Nature aims to foster partnerships between the UK and Malaysian Indigenous representatives, artistic (including tech), scientific and academic communities to address climate adaptation with creative responses and:

- embed arts and creativity in the response to climate adaptation.
- elevate Indigenous voices and wisdom through equitable participation and conversation.
- raise awareness about sustainable approaches and support new advocacy narratives.

The programme's proposed activities are:

Activity 1: Delivery partner - Co-curation and co-delivery of a UK delegation to Malaysia

Programme	Project	Project	Ro	ole	Timeline
Culture Responds	1.	Malaysian delivery	•	Co-curate and co-deliver	Now to March 24 or
to Global		partners for a UK		a UK delegation to	until the delegation
Challenges		delegation programming		Malaysia	is completed

The programme's objectives are:

- Enable collaborative partnerships between community leaders/representatives, Malaysian arts practitioners, scientists and academia and the UK arts sectors, to increase the capacity of artists and CSOs to embed arts/creative responses to climate change in their organisations and support wider advocacy practices through the arts and culture.
- Generate and share insights, knowledge, and best practices: generate thought leadership content
 on creative climate response and on equitable participation and conversation opportunities for
 Indigenous and local communities.
- Initiate a network of cross discipline experts and arts practitioners to develop and share insights, knowledge, approaches and best practices. To support sustainable future collaborations and advocacy to benefit the communities and to advocate for sustainable models and ways of living inspired by indigenous wisdom.

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 The contracting authority is 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 The appointed supplier will be expected to deliver the goods and/or provide services at the British Council offices in Malaysia.
- 3.1.3 The contract awarded will be for a duration of 4 months from 1 December 2023 to 31 March 2024 with an option for an extension for up to an additional one month up to 30 April 2024.
- 3.1.4 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 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 Florence Lambert at florence.lambert@britishcouncil.org 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, and that you will 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 (https://www.britishcouncil.org/organisation/transparency/policies).

3.3 General Proposal conditions ("Proposal Conditions")

- 3.3.1 <u>Application of these Proposal Conditions</u> 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 <u>Third party verifications</u> 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 <u>Information provided to potential suppliers</u> 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 <u>Potential suppliers to make their own enquires</u> 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 <u>Amendments to the RFP</u> 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 <u>Compliance of Proposal</u> 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 <u>Compliance with the terms of the Contract</u> 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 <u>Format of Proposal</u> 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 <u>Modifications to Proposals once submitted</u> 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 <u>Disqualification</u> 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 <u>Proposal costs</u> 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 <u>Rights to cancel or vary this Procurement Process</u> 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 <u>Consortium Members and sub-contractors</u> 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 <u>Liability</u> 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.
- 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 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 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 erica.choong@britishcouncil.org or by post to:
 The British Council, Corporate Services UK Hub Team, 1 Redman Place, Stratford, London E20

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7 Specification

We want to commission two Malaysian delivery partners (CSOs and/or arts organisations), who will help us deliver the UK delegation of arts practitioners, climate activists, scientists, and academics, to Malaysia in March 24, and establish connections and collaborations between UK and Malaysian artists, organisations, experts who work at the intersection of arts and climate response with local indigenous communities. Through their participation in Human Nature and the programme's activity, we anticipate the 2 delivery partners will also benefit from strengthening their own understanding and capacity in embedding the arts and creative responses into climate adaptation within their practice.

While we will engage these partners on a project basis for this UK delegation activity, we are open to exploring future partnership opportunities with the same delivery partners to support further activities across the three-year programme which may include:

Activity 2: Creative economy advocacy/policy training.

Activity 3: A capacity building exchange with UK organisation to embed arts into the organisation.

Activity 4: Co-curation and co-delivery of a creative commission project.

Activity 5: Showcasing and advocacy.

Note: activities and timelines are subject to changes

Activity 1: Co-curation and co-delivery of a UK delegation to Malaysia

Programme	Project	Project	Role	Timeline
Culture Responds to Global Challenges	1.	Malaysian delivery partners for a UK delegation programming	- Co-curate and co- deliver a UK delegation to Malaysia	Now to March 24 or until the delegation is completed

Note: This is the project we are procuring for now

Delivery Partner Objectives

We are looking for 2 Malaysian organisations CSO or Art organisation) who:

- Are interested in the concept and ambitions of Human-Nature, and, want to build their capacity in how to embed the arts and creative responses to climate adaptation as a practice in their organisation.
- 2) Have the necessary experience, knowledge and skills to deliver this programme activity and will provide us with local insights, networks, connections, and support on the ground to:
- generate and share insights between UK and MY stakeholders on the current issues faced by communities (related to cultural/land rights and climate issues), help us tell the narrative of the indigenous challenges, opportunities, and contributions with regards to climate adaptation.
- support us in shaping a delegation programme for UK producers, curators, and experts in the fields of artistic, climate focused commissions, environmental projects, academia (anthropologists, ethnologists, scientists).
- Inform us on shaping a Human-Nature creative commission: in year 2, we will commission a collaboration of UK MY artists to create awareness about climate adaptation creative solutions. This work, together with the other creative projects planned in year 2, will be showcased in MY and the UK to create awareness about indigenous rights and voices.
- Shape dialogues and community engagements opportunities: contribute to developing thought leadership content and encourage dialogues between communities, arts, and policy makers. It will also be presented at a forum in Borneo in Year 2.
- Inform stakeholders of future collaboration pathways, beyond our programme duration
- Inform policy makers in both regions.

The 2 delivery partners will be building blocks of our Human-Nature programme and will help us:

- Raise awareness of the issue of cultural rights and climate change in both UK and MY.
- Engage and inspire more arts and cultural stakeholders to play a collaborative role in addressing global challenges.

Human-Nature UK Delegation to Malaysia Activity Aim & Audience

The activity will aim to:

- Create relevant insights and share knowledge with UK arts stakeholders working around global challenges, about Malaysia's unique cultural and bio diversities and relationships between man and nature and the risks they face.
- 2. Identify pathways for creative collaborations and alternative responses to global challenges (Inclusion and Climate Change) between Malaysia and the UK,

- 3. Advocate and draw attention on the role arts and culture can play in addressing global challenges (Inclusion and climate).
- 4. Identify pathways for long term, positive artistic and institutional partnerships between UK and Malaysia which are mutually beneficial and renew UK/MY cultural exchanges on shared issues.
- 5. Create opportunities for dialogues between UK and MY arts sectors, communities, and policy makers (tourism, arts, and environment).

Audiences of the activity are:

UK and Malaysia:

- Artists, arts organisations, curators, venue managers, producers, festival directors, who are working at the intersection of arts, science and climate and inclusion.
- Civil Society Organisation working in climate change and willing to embed arts into their organisational practice.
- Communities
- NGO's working on climate change and cultural rights.
- Academia, anthropologists, scientists, and climate experts.
- Education Institutions.
- Policy makers and governments.
- Funders.

Approach to the delegation curation

- Understanding and therefore developing approach to information that is useful for UK creatives who
 have not engaged with the country before.
- Gain feedback from the British Council team in Malaysia on proposed approach (including one of British Council's Gender and Inclusion team members)
- Develop approach to the delegation relevant to UK sectors covering areas necessary for people wanting to engage internationally, broadly including the following (but not limited to):
 - Country context on: UK climate strategy and priorities, Malaysia climate strategy, biodiversity and cultural diversity, cultural rights and threats, indigenous knowledge, and climate adaptation
 - Creative responses to climate adaptation: trends, initiatives, and opportunities with communities
 - Key stakeholders in the sectors
 - Plurality of ontologies
 - Equitable conversation
 - Recommendations of activities and collaboration pathways between UK and Malaysia: How
 could UK sector contribute and benefit from collaborations and suggest activities and
 connections that would foster long-term and sustainable collaborations.
 - Key online resources

Approach to the creative commission

- Identify the needs and opportunities for a creative commission: its message, the issues it needs to address and the communities to do it with.
- · Identify the challenges and risks,
- · Advise on rules of engagement with the communities,
- Be the enabler between the artists and the community.

Project Deliverables

Overall:

- Be a willing participant and contribute to all proposed activities.
- Collaborate with other organisations who are part of the programme.

Specifically:

- Co-develop, co-curate and co-deliver with British Council and Consultant Catriona Maddocks: 3
 online information sessions: Attend online discussions and workshop sessions (number and dates
 to be discussed with selected partner and British Council) with British Council and consultant
 Catriona Maddocks to advise British Council on key issues, topics to explore and co-identify
 opportunities and communities for a UK delegation visit in March 24 to work on.
- 2. To co-organise and co-curate, with British Council and Catriona Maddocks, the delegation's visit and advice on best procurement for delegates and British Council on the necessary logistic arrangements (connection, transport and accommodation) enabling access to communities, including translation services.
- 3. Co-curate and participate in an online information session with UK arts organisations, curators, producers, artists, experts in anthropology, science, environment to establish connections and initiate participation of 5 UK delegates to come and visit communities in Malaysia in March 24.
- 4. Work with British Council and delegates on the creative commission ideation, concept, and logistical constraints.
- 5. Co-develop with British Council and execute a communication plan for the projects and events with their networks.
- 6. Accompany the delegation to meetings, advise the British Council team with logistics planning and help to provide for translation needs.
- 7. Participate in reporting and monitoring and evaluation activities.

Outputs:

- 1. Participate in preparation sessions with British Council and consultant.
- 2. Advisory role in curation, and logistical support for the delivery of the UK delegation to Malaysia.
- 3. Report on activities.

Budget

The total budget for this project is no more than £3,000 per delivery partner (inclusive of local taxes, VAT and Withholding tax). This includes all professional fees, including travel, researching, writing, editing, design and sharing/ distribution of report.

Ideal partner Profile

For this project we need 2 Malaysian partner organisations who work with or represent communities from Sabah, Sarawak, Selangor, Johor, Kedah, Kelantan and Pahang and who can demonstrate:

- The vision and mission of their organisation is aligned with the aims and objectives of Human Nature (listed above in first section) and with the outcomes we are trying to generate through the programme.
- Legitimacy to represent indigenous community(ies)
- Experience in accessing, representing, and dealing with indigenous communities and the challenges they face: What is the organisation's level of understanding and engagement with challenges and issues faced by indigenous and rural communities. What are the fields of expertise covered by the organisation members and do you have networks and access to the expertise required?
- Professionalism and relevant experience of team members to be involved in the activity with British Council (CVs and past experiences of projects involving collaborations with externals and local communities).
- Experience in collaborating with external organisations and individuals on projects.
- A long term and strong ambition to develop their capacity to embed arts and creative responses into their practices and who will commit resources and time to the programme, its activities, and learnings.
- The extent of their network and previous collaborations with various stakeholders such as Indigenous communities, scientists, anthropologists, researchers, local agencies and authorities, policy makers, NGOs, CSOs and arts communities.
- Their capacity to deliver on monitoring and evaluation and communications plans for the activities.
- Experience in participatory approach for past projects.

The 2 partners do not need to have worked together in the past, but it is key that they are willing to work with each other and other stakeholders: **the desire**, **ability**, **experience**, **and capacity to collaborate must be demonstrated**.

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.

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	6 November 2023
Deadline for clarification questions (Clarification Deadline)	14 November 2023

British Council to respond to clarification questions	17 November 2023
Deadline for submission of Proposals by potential suppliers	26 November 2023
(Response Deadline)	
Final Decision and announcement	30 November 2023
Contract concluded with winning supplier	15 December 2023
Contract start date	15 December 2023
Final Monitoring and Evaluation report	8 April 2024
Contract end date	30 April 2024

11 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 by email to florence.lambert@britishcouncil.org and erica.choong@britishcouncil.org 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 florence.lambert@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 and will response 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 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 evaluated in accordance with the evaluation methodology set out below.

13.2 <u>Award Criteria</u> – 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	10%
Quality	35%
Methodology and Approach	35%
Commercial	20%

13.3 <u>Scoring Model</u> – Proposals will be subject to an initial review at the start of Stage 2 of the evaluation process. Any Proposals not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. 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
	Excellent - Overall the response demonstrates that the bidder meets all areas of the
10	requirement and provides all of the areas evidence requested in the level of detail
10	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.
	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
7	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.
	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,
5	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.
	Poor – The response does not demonstrate that the bidder meets the requirement in one
3	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.
	Unacceptable – The response is non-compliant with the requirements of the RFP and/or
0	no response has been provided.

13.4 <u>Commercial Evaluation</u> – 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 <u>Moderation and application of weightings</u> – The evaluation panel appointed for this Procurement

Process will meet to agree and moderate scores for each award criteria. 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. The percentage scores for each award criteria will be amalgamated

to give a percentage score out of 100.

13.6 The Winning Proposal(s) - The winning Proposal shall be the Proposal 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) 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

Annex 4 - Supplier Questionnaire

Annex 5 - Concept Note