

Request for Proposal (RFP)

For: ODA Delegations. Coordination of a High-level Delegation UK/Colombia/Mexico: UK

supplier

Date: April-May 2023

1 Overview of the British Council

1.1 The British Council is the UK's international organisation for cultural relations and educational opportunities. We create friendly knowledge and understanding between the people of the UK and other countries. We do this by making a positive contribution to the UK and the countries we work with – changing lives by creating opportunities, building connections and engendering trust.

1.2 We work with over 100 countries across the world in the fields of arts and culture, English language, education and civil society. Each year we reach over 20 million people face-to-face and more than 500 million people online, via broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body

1.3 The British Council employs over 10,500 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 Arts is a cornerstone of the British Council's mission to create friendly knowledge and understanding between the people of the UK and the wider world. We find new ways of connecting with and understanding each other through the arts, to develop stronger creative sectors around the world that are better connected with the UK. To achieve this our programme will span six key pillars:

- 1. **Cultural professionals connect** Support organisations and artists to build networks, collaborate and develop markets.
- **2. Artists and audiences** Share the work of UK artists with global audiences face-to-face and virtually.
- **3. Spotlights on culture** Work with major UK and international cultural platforms, including festivals, seasons of culture, biennales and major civic anniversaries.

- **4. Enterprise, policy and leadership** Develop the capacity of creative entrepreneurs and policymakers to support sustainable creative economies in their countries.
- 5. Cultural heritage Protect heritage at risk and generate sustainable socio-economic prosperity.
- **6. Our shared futures** Transform lives through the power of art to change attitudes and create opportunities in the areas of inclusion and climate change.

About the programme:

'ODA Delegations' create important opportunities for cultural connections and are a component of the Connecting Cultural Professionals strand of Culture Connects at the British Council.

In this context a delegation means a curated tour by a small group (6-8) of independents or representatives of organisations and public bodies in Colombia and Mexico to the UK. The programme would include meeting counterparts, seeing art and visiting venues.

In this case, we aim to invite a curated delegation comprised by top level stakeholders from Colombia and Mexico coming to the UK. The objective is to form new, potentially long lasting, institutional or creative relationships and/or market and sector opportunities for those involved. Connections formed through a delegation may be further supported by a follow-up grant.

An effective delegation involves careful selection of the delegates and curation of the programme. It is a major commitment and should be regarded as a kick starter for a multi-year strategic programme of development of connections between the UK and the countries involved.

In this case the tour offer will include travel to/from the country, accommodation, transport, and other costs of participation once the programme starts.

The proposed delegation is a regional approach to strengthen cultural relations between Mexico, Colombia, and the United Kingdom in one integrated strategy that will create bilateral relations between the Americas and the UK whilst strengthening the work between Mexico and Colombia articulated through the British Council's global programmes.

The delegation would be composed of key members of the cultural sector, including members of the newly elected Government of Colombia and its Ministry of Culture, as well as representatives of the Mexican government and mixed not-for-profit entities funded by public and private funds, bridging the public and the private sectors, with a focus on strengthening the creative ecosystems and supporting economic sustainability in the creative industries.

The delegation would be potentially comprised of 6 to 8 delegates and 3 supporting staff as follows:

- 1. (COL) New Minister of Culture for the new elected government (2022-2026) or her direct delegate for key strategic cultural affairs.
- 2. (COL) Vice-Minister of Heritage and Regional Promotion and Director of Ethnic Groups at the Ministry of Culture of Colombia

- 3. (COL) <u>Co-Crea</u> Director, Co-Crea is a mixed (private-public), not-for-profit corporation, whose objective is to promote value chains in the creative and cultural sector to foster creation, production, distribution, circulation and access to diverse creative and cultural sectors in Colombia.
- 4. (COL) Congressman of Colombia, leads the Music Law debate and implementation at the Chamber of Representatives
- 5. (MEX) Under minister of Cultural Development for the Ministry of Culture or Director of International Affairs for the Ministry of Culture.
- 6. (MEX) Director of the Digital Culture Centre and Mexico Creativo, the Creative Industries Strategy of the Ministry of Culture.
- 7. (MEX) Senator in the LXIV Legislature of the Mexican Congress and President of the Culture Commission. Led the Law for the Protection of the Cultural Heritage of Indigenous and Afro-Mexican Peoples and Communities
- 8. (MEX) TBC

British Council Staff

- (BC) Sylvia Ospina Head of Arts Colombia
- (BC) Luis González, Arts Manager Colombia
- (BC) María García Holley, RAD or Head of Arts México

Delivery:

We will be contracting an external resource to co-curate, coordinate and deliver the programme for the COL-MEX delegation in the UK. Any marketing and comms costs will also come from the programme budget.

Overall programme objective:

This delegation intends to support policy and cultural exchange between the UK, Colombia and Mexico in key areas of the cultural sector, through a visit of pivotal stakeholders including the recently elected new government in Colombia to form potentially long-lasting links for the next 3-4 years.

We aim to develop new and strategic links between top level government representatives, organisations and cultural leaders from the UK, Colombia, and Mexico to form new, relevant, institutional, and creative relationships to support both governments development plans and fostering new collaborations between the delegates and their UK counterparts.

Our main objective is to position the British Council and the UK as key partners for the region especially in the new government's cultural strategy in Colombia as well as for the Mexican government still in office whilst creating a cluster approach and opening opportunities for UK arts organisations to work in the Americas.

Specific programme objectives:

- Facilitate very high level short, trilateral meetings between government representatives that enable
 new relations between the three governments and a meaningful interaction that fosters the creation
 of future joint agendas for the cultural sector of the UK, Colombia and Mexico.
- Facilitate knowledge and deep dive meetings for the international delegates. Meetings of at least 1
 hour to learn from UK relevant models are expected to take place.
- Engagement with the UK Cultural sector, getting to know relevant venues and cultural managers. At the end of the visit, the international delegation must get a better understanding of the UK value and potential to contribute towards the Colombian and Mexican public policy and cultural agendas.

Background of the programme

Mexico and Colombia have been historical long-lasting friends. Their culture, people, traditions, heritage, and economy have the most similarities of any countries in the region. Currently, both countries share a left-wing government with similar approaches to the notions of culture and a shared agenda that positions indigenous communities and creators as a priority. We believe bringing a joint delegation from Colombia and Mexico to the UK would act as a triple leverage, potentiating relations between Mexico-Colombia, Colombia-UK and Mexico-UK, with this in mind we are certain that we could grow our impact through multi-country global programmes ensuring the relevance of our work at the British Council.

We have selected some of the most relevant and influential organizations and representatives working in the cultural sector across Colombia and Mexico focusing on two main types of stakeholders developing work on different art forms and all of them potentially cofunding partners for British Council programmes:

- 1) Public Body, Public Policy
- 2) Mixed (Private-Public)

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: 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 Mexico, **remotely from the supplier's location.**
- 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 for a duration of 4 months (from March 2023 to June 2023)
- 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 be found the British Council website can on (https://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 <u>Application of these Tender Conditions</u> 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 based on and strictly in accordance with the requirements of this RFP.
- 3.3.2 <u>Third party verifications</u> 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 <u>Information provided to potential suppliers</u> 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 <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. 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 <u>Amendments to the RFP</u> 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 <u>Compliance of tender response submission</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 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 <u>Format of tender response submission</u> 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 <u>Modifications to tender response documents once submitted</u> 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 <u>Rejection of tender responses or other documents</u> 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 handwritten 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 <u>Disqualification</u> 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 <u>Tender costs</u> 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 <u>Rights to cancel or vary this Procurement Process</u> 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 <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 Tender Conditions and the requirement of this RFP.
- 3.3.14 <u>Liability</u> 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.
- 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.
- 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 provision 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

Your tender response must remain open for acceptance by the British Council for a period of 30 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 (Portable Document Format) to <u>carolina.gomez@britishcouncil.org</u>

7 Specifications

The British Council invites proposals from UK suppliers with a solid experience working with international delegations to design, coordinate and facilitate the programme, methodology and content for the COL-MEX Delegation to the UK that consists of a **5-day visit** by 6-8 international delegates focused on top level meetings between government representatives, deep dive and knowledge exchange encounters between peers and engagement with the cultural sector visiting venues and key cultural managers in the UK. The scope of the programme includes:

- COL-MEX delegation visit to the UK: Design the international delegation visit to the UK combining
 top level meetings, networking, and other cultural sector engagement activities such as guided visits
 to key venues and meeting influential cultural managers.
- Creation of final report compiling insights from the delegation with information gathered during the programme, including monitoring and evaluation plan, recommendations for future cultural joint work and COL-MEX delegation deliverable outcome.
- Deliver a communications plan that includes recording and production of a short video of the visit.
- Networking sessions between the international delegates and their UK counterparts.
- Organise the logistics needed for the delegation stay in the UK, including local transport and meals /dietary requirements

The deliverables include:

- Design and deliver the programme for an international delegation for up to 8 delegates from Colombia and Mexico to fulfil the objectives described. Including 1 networking session with UK counterparts. It is desired for the partner to identify key high-level government representatives in the UK that are relevant for the international delegates to connect with.
- Coordinate and produce the COL-MEX agenda in the UK, including organising the local logistics such as transport, accommodation, meals and dietary requirements
- Manage digital platforms (e.g., Zoom/Teams) for preparation meetings when needed.

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- Translation, if needed considering language barriers (English and Spanish).

- Submission of a final report. This report will be used by the British Council for further programme development and publications. This report will include:
- Insights on the outcomes of the international delegation visit to the UK
- M&E data previously agreed with the British Council team
- Recommendations for international delegations practices based on the insights from the visit designed for the COL-MEX delegation to the UK
- At least 1 networking session between Mexico and Colombia delegations with the UK counterparts and UK partner.
- Recorded register of online sessions to be used for promotional videos.
- Design and deliver a Marketing and Communication strategy for the delegation activities in the UK.
 NB: At least a short video and 10-15 photos of the visit are expected to be produced for promotional purposes.
- Regular meetings with the British Council team via Microsoft Teams and/or email for content development.

The UK supplier will be working alongside the British Council in Colombia and Mexico to co-curate the UK visit agenda, its content, review the international delegates and the UK counterparts' profiles, define the UK meetings and visits and design an evaluation plan for the programme.

The British Council will carry out the international delegates selection, accommodation and international flights bookings and will oversee the programme delivery according to the plan defined together with the UK supplier.

The supplier will be responsible for:

 Managing a £20,000 budget which should cover all costs of the programme in the UK (including subsistence -meals /dietary requirements- and local transport for delegates, marcomms, UK supplier fees and contingency).

We are open to new approaches, structures and previous experiences adaptations based upon the supplier's expertise.

Timeframe:

- Feb/April 2023

 Programme design
- February/March 2023

 Bookings and Logistics pre-production.
- End of April 2023 Delegation visits to the UK 4-5 days.
- June/July 2023 Follow-up and grant allocations (TBC) to develop and consolidate created links and collaborations.

PARTICIPANTS

The general profile of the participants is:

Top level government representatives, organisations and senior cultural leaders from the UK, Colombia, and Mexico to form new, relevant, institutional, and creative relationships to support both governments development plans and fostering new collaborations between the delegates and their UK counterparts. Details in section 2

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 detailed proposal to develop the objectives and process of this programme that represents value for money against a maximum budget of 20,000 GBP including VAT.

9 Qualification Requirements

9.1 As part of your tender response, you must confirm compliance with any qualification requirements as set out at Annex [2] (Supplier Response). A failure to comply with one or more such qualification requirements shall entitle the British Council to reject a tender response in full.

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:

Activity	Date / time
RFP Issued to bidding suppliers	February 10 th
Deadline for clarification questions (Clarification Deadline)	February 24 th
British Council to respond to clarification questions	February 28 th
Deadline for submission of RFP responses by potential suppliers	March 2 nd
(Response Deadline)	

Final Decision	March 6 th
Contract concluded with winning supplier	March 14 th
Contract start date	March 21 st

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 carolina.gomez@britishcouncil.org (cc sylvia.ospina@britishcouncil.org) by the Response Deadline, as set out in the Timescales section of this RFP.
- 12.2The following requirements should be complied with when summiting your response to this RFP:
- 12.2.1 Please ensure that you send your submission in good time to prevent issues with technology late tender responses may rejected by the British Council.
- 12.2.2 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).
- 12.2.3 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.
- 12.2.4 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.
- 12.2.5 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.
- 12.2.6 Where supporting evidence is requested as 'or equivalent' you must demonstrate such equivalence as part of your tender response.
- 12.2.7 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.
- 12.2.8 Responses should concise, unambiguous, and should directly address the requirement stated.
- 12.2.9 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 **carolina.gomez@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 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 <u>Award Criteria</u> 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:

Criteria	Weighting
Matching of criteria particularly skills, knowledge	30%
and experience, outlined in this RFP	

Quality of proposal	25%
Methodology and Approach	25%
Commercial (value for money)	20%

14.3 <u>Scoring Model</u> – Tender responses will be subject to an initial review at the start of Stage 3 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:

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
	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 bidder's 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.
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.

- 14.4 <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. 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: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.
- 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.
- 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