

Request for Proposal (RFP)

For: Conceptualising and designing a series of products to publish findings from the MyJustice national survey

Date: December 4th, 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 build engagement and trust for the UK through the exchange of knowledge and ideas between people worldwide. It seeks to achieve its aims by working in education, science, governance, English and the arts. In 2013-14, its programmes reached a total audience of 600 million people worldwide and we engaged directly with 10.9 million. In 2013 to 2014, the British Council had a total turnover of £864million. Its income included a grant-aid of £165 million from the UK government, £573 million from fees and income from services such as English teaching, exams administration and £117 million from 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 Programme and the Assignment

2.1 Introduction to MyJustice

The European Union has contracted the British Council to deliver the rule of law and access to justice component of its Strengthening Governance in Myanmar/Burma Programme (DCI-ASIE/2014/037-333) component, through a delegation agreement for the implementation of the **MyJustice** programme.

A key component of the EU Programme is to support the rule of law and access to justice, to help ensure that citizens are better protected by the law, and to increase their access to formal and informal dispute resolution and justice systems. It will also support civil society in their provision of legal education and awareness-raising for citizens and officials and improve the work of institutions, which support the rule of law.

The objectives of the MyJustice programme are:

Overall Objective:

Improve access to justice and legal aid for the poor and vulnerable, develop legal capacity of justice sector professionals and strengthen selected rule of law institutions to better fulfil their mandates.

Specific Objectives:

1. To improve access to both formal and informal justice systems especially for vulnerable groups in six regions/states in Myanmar;
2. To strengthen the capacity of formal and non-formal justice service providers in Myanmar.

MyJustice places an emphasis on a people-centred approach, which is designed to encourage learning, trust and collaboration among and between all stakeholders. We work in close consultation with communities to promote enhanced and equitable justice provision for all groups, especially those currently most excluded. The programme delivers work across four interconnected results areas:

- **Result Area 1:** Increased capacity within communities to use and apply knowledge and understanding about their rights
- **Result Area 2:** Justice services are more widely available, of a higher standard and increasingly meet the needs of communities and their residents.
- **Result Area 3:** Community based dispute resolution mechanisms increasingly utilise inclusive and accountable approaches and methods within the communities that they serve
- **Result Area 4:** Increased evidence and knowledge sharing to inform justice policy development and implementation.

2.2 Background and objectives for this assignment

This RFP, related to Result Area 4, is aimed at conceptualising and designing a series of appropriate products for multiple audiences for disseminating results from a national survey. The survey included over 3500 respondents, chosen randomly from across Myanmar. The survey covers knowledge, attitudes and perceptions of people towards rights and justice issues and also covers legal awareness

among the respondents. It further looks at people's perceptions of justice actors, the disputes most commonly experienced and the pathways people take to find solutions or to resolve disputes. It is most likely the largest database on justice issues currently available in Myanmar. The quantitative survey was further supplemented with focus group discussions and in-depth interviews with respondents in select states and regions, that help substantiate and illustrate the quantitative data.

The findings from the national survey are currently being analysed and a series of consultations and validation meetings have been held to refine the key storyline as well as identify key points of interest for different audiences.

MyJustice is committed to sharing learning and evidence from the programme with multiple audiences for advancing the public discourse on justice issues, inform policy processes and to strengthen the knowledge base so that it can inform programmes, particularly people-centred approaches to promote access to justice. The validation meetings have already indicated a high level of interest from multiple audiences to use this data for programming and policy processes. In addition the data has the potential to engage the general audience on key facts on justice, the law and rights.

In order for the database to be used by a general audience, a policy audience and a technical audience, it is envisaged that the data will have to be packaged in a way that is understandable and readable. This requires a communication approach that would involve the design of a core concept that makes this study stand out from the rest and then present this information in a visual and narrative format that is easy to understand, enabling maximum use and uptake.

The concept as well as design templates for various products must include strategies to visualise data differently, break complex information into very easily understandable and readable formats and suggest visual strategies for integrating qualitative information in a way that they substantiate the quantitative findings effortlessly.

This request for proposal (RFP) details the scope of work to carry out this task. MyJustice seeks proposals for a core concept and design ideas for a range of outputs such as a main research report, policy briefs and other products.

Detailed below are the **objectives of this assignment**:

- **Global objective**

MyJustice findings from a national survey are presented in appropriate formats for multiple audiences, for suggesting an alternative public discourse on justice issues, for future programme design as well as for policy engagement.

- **Specific objective(s)**

The specific objectives of the assignment are:

- a. To design a core concept and look that integrates different products to publish findings of the MyJustice national survey.
- b. Design a main report (50 pages long), an executive summary (6-10 pages), a series of 4-6 policy briefs (2-4 pages long) in English and Myanmar that contain unique data visualisation strategies as well as a unique design approach to integrate qualitative data with quantitative data.

- c. Adapt existing infographics, already designed and drafted at the time of this RFP, so that they are integrated into overall design concept as part of the series of products from the national survey.
- d. Design and deliver a social media strategy to communicate key data to a general audience in order to engage them on justice issues.

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 office in Yangon.

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 will be awarded for the duration of January 2018 till May 2018, during which time these various products are expected to be completed for publication.

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 (<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 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 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 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

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.

7 Specification

7.1 Requested services

MyJustice is requesting proposals from suppliers who can deliver the following services:

- a. Design a core concept and look that integrates different products to publish findings of the MyJustice national survey

Design a concept that will translate easily across multiple platforms, print, web-based and social media, that binds together various products, that will be used to disseminate the findings from the national survey. The concept should be in line with MyJustice branding guidelines, while creating a visual sub-brand for the Myjustice survey. This concept will make it easy for various audiences to identify the products as belonging to the same series. The concept should give a nod to the location of this study in Myanmar.

- b. Design a main report (50 pages long), an executive summary (6-10 pages), a series of 4-6 policy briefs (2-4 pages long) that contain unique data visualisation strategies as well as a unique design approach to integrate qualitative data with quantitative data.

Work closely with the MyJustice team to design printed products, as guided above, that are bound by the core concept and present information in an easy to understand format. The design approach should seek to use data visualisation strategies that are appropriate for a primarily Myanmar audience. The products should all seek to integrate qualitative information in an intuitive manner to substantiate the quantitative information. The visualisation must be appropriate for a Myanmar audience and look at using design elements that are culturally sensitive and appropriate.

The draft text in English and Myanmar will be provided by MyJustice and it is expected that the winning supplier will work closely with the MyJustice team in visualising and designing the various products. It is currently estimated that the various products mentioned above will be published over a 4-6 month period and MyJustice will give adequate notice to the winning supplier so that the design process for each of these is given adequate time, including taking into account Myanmar language translation requirements. All designed products will have to be handed over to MyJustice in printable formats as per the timeline specified in this RFP.

- c. Adapt existing infographics, already designed and drafted at the time of this RFP, so that they are integrated into overall design concept as part of the series of products from the national survey.

MyJustice in partnership with TNS Kantar, the research firm that conducted the study, have drafted some infographics on emerging themes from the findings of the survey. These infographics have been visualised in a simple and attractive format. In order to ensure that the infographics match the overall design concept, it is expected that the winning supplier will adapt the infographics. These finalised infographics will have to be handed over to MyJustice in a print-ready format, as per timelines specified here.

- d. Design and deliver a social media communication strategy to communicate key data to a general audience in order to engage them on justice issues.

The data has the potential to inform a public debate on justice issues. Available data on media usage patterns, including the findings of this particular survey, indicate the primacy of social media, particularly Facebook in communicating with young people in urban centres, but also more broadly across all age groups. This RFP seeks a simple communication strategy for engaging a general audience with key facts and figures. The winning supplier will work closely with the MyJustice team to identify the facts that are most engaging and come up with a strategy for a phased release through social media platforms and deliver the final products for showcasing primarily on the MyJustice Facebook page.

Liaise closely with printing suppliers to ensure the printed products are in line in with standards set during the design stage.

Printing jobs in the British Council are handled through a preferred supplier. It is expected that the winning supplier for this RFP will liaise closely with the printing supplier to ensure all reports/publications meet the highest standard.

7.2 Deliverables

The consultants will be responsible for ensuring the following outputs are delivered:

1. Deliver a finalised concept, that binds together all products, in the inception period of this assignment, not later than 10th January 2018. It is expected that a preliminary concept will be part of the response to this RFP.
2. Deliver a desktop design of an executive summary in Myanmar and English, 6-10 pages in length, in time for the upcoming national justice conference (2nd week of February). Adequate time for printing the executive summary must be built into the timeline. MyJustice will aim to send finalised text in both languages as per a timeline discussed with the winning supplier.
3. Deliver infographics, adapted from drafts, and designed in time for publication in two languages for the national justice conference.
4. Deliver the design for the main report, upto 50 pages, in two languages, not later than the end of February 2018.
5. Design a series (4-6) of policy briefs between 2-4 pages long, on thematic issues identified by the MyJustice team. These are expected to be released one by one between March and May 2018 and the finalised text for these in two languages will be provided by MyJustice.
6. Deliver a simple strategy for releasing the data on social media for a general audience, not later than end of January 2018.
7. Deliver a series of Facebook appropriate engaging material, as per the strategy. It is envisaged that at least one key fact will be released every third or fourth day (or as agreed with the winning supplier) tentatively between February and April on Facebook. This content will be in Myanmar for Facebook and in English for the MyJustice website.

7.3 Skills and experience

MyJustice is looking for a supplier based in Myanmar, with experience of communicating with a Myanmar audience and prior experience of designing reports based on significant studies or surveys in Myanmar. The winning supplier should be able to demonstrate capacity within its team to visualise complex data, ensure translation of core concept into concrete designs and an ability to work under pressure and within tight deadlines. The response should be accompanied by CVs of all main staff involved in delivering this project and samples of design work.

7.4 Timelines

The assignment is to be conducted between January 2018 and May 2018. A timeline for deliverables can be finalised in consultation with the selected supplier and the dates formalised in the final contract.

7.5 Report Content

Any necessary style guidelines or reporting templates shall be provided by MyJustice to the Consultants at the start of the activity.

Unless otherwise stated, all reports and correspondence must be in English (British spelling) and must be written in plain English that can be readily translated.

7.6 Submission/comments timing

The supplier will work closely with the MyJustice Communications and MEL Managers, with close oversight from the Strategic Engagement Adviser, for the duration of this assignment. All printed reports must be submitted in electronic and print-ready formats and Facebook content in appropriate formats for uploading on the platform. MyJustice will provide feedback in a timely manner to ensure the deliverable timelines are met with time for printing. The tentative timelines included in the deliverables section will have to be finalised and all deadlines must be adhered to for the smooth

turnover of all products. MyJustice will provide final text in English and Myanmar and it is the responsibility of the supplier to check that text order or text itself is not changed during formatting and design stages.

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.

9 Qualification Requirements

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.

10.2 Additional documentation / information provided as part of this RFP: None

11 Timescales (indicative, can be changed)

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	December 4, 2017
Deadline for clarification questions (Clarification Deadline)	December 9, 2017
British Council to respond to clarification questions	December 12, 2017
Deadline for submission of RFP responses by potential suppliers (Response Deadline)	December 19, 2017
Final Decision	December 21, 2017
Contract concluded with winning supplier	January 10, 2018
Contract start date	January 10, 2018

12 Instructions for Responding

12.1 The documents that must be submitted to form your tender response are listed at Annex [2] (Supplier Response) to this RFP. All documents required as part of your tender response should be submitted to myjustice@mm.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 be 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 be 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 myjustice@mm.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: The completed Qualification Questionnaire (*if used*) will then be reviewed to confirm that the potential supplier meets all of the qualification criteria set out in the questionnaire. Potential suppliers that meet the qualification criteria will proceed to Stage 3. Potential suppliers that do not meet the qualification criteria set out in the Qualification Questionnaire (*if used*) may be excluded from the Procurement Process at this point. Where a potential supplier is excluded at this point, its tender response will be rejected in full and not evaluated further and the supplier will automatically be disqualified from this Procurement Process.



Stage 3: If a bidder succeeds in passing Stages 1 and 2 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. Information provided as part of Qualification Questionnaire (*if used*) responses may also be verified as part of this stage.

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:

Criteria	Weighting
Relevant experience	[50]%
Methodology and Approach	[30]%
Commercial	[20]%

14.3 Scoring Model – 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
10	Excellent – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.

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

14.4 Commercial Evaluation – Your “Overall Price” 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.

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