



Invitation to Tender (ITT)

ITT posted: 18/10/2016
Apply by: 20/11/2016
Start date: 24/11/2016
End date: 24/05/2017
Location: Pakistan

For: A Pakistan research project titled;

‘Mainstreaming Young Persons with Disabilities (YPWDs) in Pakistan: Exploring
Employability and Opportunities ’

1. Background Information

1.1 About the British Council

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 2012-13, its programmes reached a total audience of 550 million people worldwide and we engaged directly with 10.8 million.

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. SC037733). It is also an executive non-departmental public body, with the Foreign and Commonwealth Office as its sponsoring department.

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

- 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;
- Otherwise promote the advancement of education.

In 2012 to 2013, the British Council had a total turnover of £781 million. Its income included a grant-aid of £171 million from the UK government, £490 million from fees and income from services such as English teaching, exams administration and the management of client-funded contracts, and funding from a wide range of public and private sector partners.

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.

The Research, Evaluation and Monitoring Unit (REMU) at the British Council Pakistan was created two years ago to elevate the British Council as a thought leader and to add depth, evidence, and thus credibility to the programme activities of our SBUs. REMU has published many successful research reports in line with the global trend of individual empowerment, including; 'Pakistan's Creative Industries', 'The Skill Disconnect in Sindh', and 'Mainstreaming Disability in Pakistan'.

Further information can be found at www.britishcouncil.org

1.2 Conditions and contractual requirements

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.

The appointed supplier may be expected to travel to British Council offices in Pakistan (Islamabad, Lahore and Karachi) as well as to other cities in Pakistan for the delivery of required services.

The contract awarded will be for duration of 6 months or more. It will be subject to successful delivery of outputs.

The appointed supplier will only process personal data accessed in performance of the services in accordance with the British Council's

instructions and will not use such 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 the Data Protection Act 1998 and ensure appropriate and legislative consent is acquired where necessary.

The British Council is committed to equality and to positive action to promote this. It believes that an Equal Opportunities Policy helps to ensure that there is no unjustified discrimination in the recruitment, retention, training and development of staff on the basis of gender including transgender, marital status, sexual identify, region and belief, political opinion, race, work pattern, age, disability or HIV/AIDS status, socio-economic background, spent convictions, trade union activity or membership, on the basis of having or not having dependents, or any other relevant grounds. The appointed supplier must agree to operate in accordance with these principles while undertaking work at or on behalf of the British Council.

The British Council is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000 (the "Act"). Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The British Council may also decide to include certain information in the publication scheme, which the British Council maintains under the Act.

If suppliers considers that any of the information included in their completed documentation is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

The suppliers should be aware that, even where they have indicated that information is commercially sensitive, the British Council might be required to disclose it under the Act if a request is received.

The suppliers should also note that the receipt of any material marked 'confidential' or equivalent by the British Council should not be taken to mean that the British Council accepts any duty of confidence by virtue of that marking.

The supplier will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy; in addition the supplier will ensure that where it engages any other party to supply any of the services under this agreement that that party will also comply with the same requirements as if they were a party to this agreement.

All relevant policies that suppliers are expected to adhere to can be found on the British Council website – <http://www.britishcouncil.org/about/policies>. The list of policies includes (but it is not limited to):

- Anti-Fraud and Corruption
- Child Protection Policy
- Equal Opportunities Policy
- Fair Trading
- Health and Safety Policy
- Environmental Policy
- Records Management
- Privacy

Mandatory due diligence and discretionary rejection information will form part of your response to this ITT. You are requested to complete *Annex 1 Mandatory Information* as part of your response.

The British Council's contracting and commercial approach in respect of the required services is set out at *Annex 3 Draft Contract* (the "Contract"). By submitting a tender, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in your tender unworkable, you should submit a clarification in accordance with Section 11 Clarification Questions of this ITT by 11/11/2016 and the British Council will consider whether any amendment to the Contract is required. Any amendments shall be published prior to the deadline for the submission of bids and shall apply to all tenderers. Any amendments which are proposed but not approved by the British Council through this

process will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the tender.

This document does not constitute an offer to provide goods and/or services to the British Council.

You are responsible for obtaining all information necessary for preparation of the tender and for all costs and expenses incurred in preparation of your tender response. Subject to the final paragraph of this section, you accept by your participation in this procurement, including without limitation the submission of a tender, 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 is successful.

By issuing this ITT, entering into the clarifications with tenderers or by having any other form of communication with tenderers, the British Council is not bound in any way to enter into any contractual or other arrangement with you or any other tenderer. It is intended that the remainder of this procurement will take place in accordance with the provisions of this ITT but the British Council reserves the right to terminate, amend or vary the process by notice to all tenderers in writing. Subject to the final paragraph of this *Section 3*, the British Council will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

Nothing in this ITT or any other documentation issued by the British Council in connection with this procurement 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.

The British Council reserves the right to request reference information.

1.3 Confidentiality requirement

All information contained within this document is confidential and is provided only to give suppliers an adequate understanding of the British

Council's requirements and under no circumstances should be disclosed to a third party without the British Council's consent.

The contents of this ITT are being made available by the British Council on condition that:

- Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time;
- Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- Tenderers shall not undertake any publicity activity within any section of the media.

Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- The Tenderer obtains the prior written consent of the British Council in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or
- The Tenderer is legally required to make such a disclosure.

In relation to the above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

The British Council may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the British Council may make any of the contractual documents available for private inspection by its officers, employees, agents or advisers. The British Council also

reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

1.4 Proposal Validity

Your response should remain open for acceptance for a period of 60 days. A response valid for a shorter period may be rejected.

1.5 Payment and Invoicing

The Council will pay correctly addressed and undisputed invoices within 30 days.

The essential information on an invoice for the Council is:

- A description of the services supplied.
- The Council reference number/Purchase Order number.
- Addressed to Accounts Payable.
- The costs including VAT (if applicable) and any other charges

2. Summary of this Requirement

2.1 About the Project

The United Nations' Convention on the Rights for Persons with Disabilities (UNCPRD) came into force in May 2008 to promote, protect and ensure the full and equal enjoyment of all human rights and fundamental freedoms by all persons with disabilities, and to promote respect for their inherent dignity. Articles 24 & 27 have specifically highlighted responsibilities for signatory states in areas pertaining to Education, Work and Employment.¹ The Islamic Republic of Pakistan ratified the convention in July 2011, and is now under legal obligation to undertake actions as well as to develop and evaluate its policies and legislative framework accordingly.

¹ www.un.org/disabilities/convention/conventionfull.shtml;

Helping Hand for Relief and Development (HHRD) published a report in 2012 to extrapolate the last population census in Pakistan using sophisticated methods and detailed analysis. According to the report, the current annual growth rate of disabilities is at 2.65 % per annum as compared to the annual growth rate 2.03% of total population of Pakistan. This is also higher than the disability rate of 2.54% mentioned in latest census in 1998. It was also estimated that around 1.4 million (28.9% of total number of Persons with Disabilities (PWDs)) consist of children of school going age who lack access to special schools due to limited capacity in existing special schools and logistics issues. ²

Moving from the margins: Mainstreaming persons with disabilities in Pakistan is a research that the Research, Evaluation and Monitoring Unit (REMU), British Council Pakistan conducted in 2014; it examined the challenges, opportunities and policy issues affecting persons with disabilities in Pakistan. Some of the glaring findings were that Pakistan could have as many as 27m persons with disabilities and a huge possible cost to the economy of between 4.9% and 6.3% of GDP each year. This is aligned with the International Labour Organisation (ILO) estimates that the economic losses incurred through excluding persons with disabilities from the world of work are as high as 3-7% of global GDP.

The Research, Evaluation and Monitoring Unit (REMU) report acknowledged that there are vocational institutes run by the government and non-government organisations (NGOs) in Pakistan but the findings suggested that they are insufficient and varying in quality of education (Skills Disconnect , 2015). There are also limited employment opportunities for persons with disabilities, which is a direct result of limited access to quality education, limited support for job seekers and disabling attitude of businesses regarding the employment of persons with disabilities. ³

² <http://hhrd.pk/crp/wp-content/uploads/2013/02/PWDs-Statistics-in-Pakistan-2012-2.pdf>

³ https://www.britishcouncil.pk/sites/default/files/moving_from_the_margins_final.pdf

Efforts have been made to develop employability models for Persons with Disabilities (PWDs). One of the relevant models is the Supported Employment Model, also endorsed by the Her Majesty's (HM) government, which is an evidence-based and adapted approach to support people with significant disabilities into real jobs, so they are able to fulfil their employment aspirations, and achieve social as well as economic inclusion. ⁴ The main support provided includes identifying the skills, preferences and experiences of the individual and matching this with potential employers, which along with work trial opportunities helps to determine the type of employment that is best suited to the individual. ⁵ The following illustration captures the essence of the model concisely. ⁶



The Research, Evaluation and Monitoring Unit (REMU) report highlighted that in Pakistan the family is an important welfare system. And where persons with disabilities do not participate in work, they rely on financial and emotional support from their families, which results in further productivity losses. There are, thus, immense benefits to the individual, the family and wider society if persons with disabilities are included in the world of work. One of the recommendations that came out of the report was the need to build an effective support ecosystem for Persons with Disabilities (PWDs) in Pakistan by focusing on anti-discrimination laws, incentives for employers, vocational training services and job-matching

⁴ [http://base-uk.org/sites/base-uk.org/files/\[user-raw\]/11-06/supported_employment_and_job_coaching-_best_practice_guide....pdf](http://base-uk.org/sites/base-uk.org/files/[user-raw]/11-06/supported_employment_and_job_coaching-_best_practice_guide....pdf)

⁵ <http://socialfirms.org.uk/wp-content/uploads/2016/04/A-Working-Life-for-All-Disabled-People-Main-Report.pdf>

⁶ <http://www.gov.scot/Publications/2010/02/23093849/3>

support. Chun et al. (2008) examined the contribution of community integration to quality of life (QOL) for people with disabilities participating in an adaptive sports program. The study hypothesized that community integration contributes to the experience of high physical, psychological, social, and environmental quality of life (QOL) and the results supported this.⁷ This highlights the importance of community including families, friends etc., in the overall well-being of persons with disabilities, which is likely to affect their motivation to work and be productive.

It was also experienced during the course of Research, Evaluation and Monitoring Unit (REMU's) research that there is dire need for data which highlights types and categories of disabilities, which can then lead to developing support systems accordingly.⁸ Similarly, the Helping Hand for Relief and Development (HHRD) report elaborated on the importance of education and vocational/technical training as a tool for empowerment and employment of Persons with Disabilities (PWDs) at all levels. Pakistan requires a stronger focus on inclusive education along with the special education institutions in the country.⁹

With reference to the stated context, British Council wishes to commission an individual or organisation to undertake a research to identify the key challenges Young Persons with Disabilities (YPWDs) in Pakistan perceive and experience in developing employability skills that support access to work or self-employment opportunities. The research will also explore the readiness, attitudes and environment of the employment sector in Pakistan to hire Young Persons with Disabilities (YPWDs).

⁷ http://www.calvin.edu/~yl33/documents/CommunityintegrationadaptedsportTRJ08_000.pdf

⁸ <http://hhrd.pk/crp/wp-content/uploads/2013/02/PWDs-Statistics-in-Pakistan-2012-2.pdf>

⁹ https://www.britishcouncil.pk/sites/default/files/moving_from_the_margins_final.pdf

2.2 Suggested approach

This research will aim to focus on the perceptions and experiences of Young Persons with Disabilities (YPWDs), primarily those who are obtaining education through the Directorate General of Special Education (and its provincial counterparts), regarding employability skills that support access to work or self-employment. It will also consider the views and input from key informants and sector specialists to develop a preliminary perspective on demand side.

Stage 1: Desk Research

The consultant will review international literature, preferably with a focus on South Asia or Pakistan, and also analyse secondary data on Young Persons with Disabilities (YPWDs) in order to meet the following objectives.

- Identify the physical and mental disabilities and their prevalence as experienced by Young Persons with Disabilities (YPWDs) in Pakistan.
- Identify the legislative and financial structure of support and other programmes available to Young Persons with Disabilities (YPWDs) in Pakistan to access education, skills, employment and self-employment related opportunities.
- Identify the existing educational and training programmes for Young Persons with Disabilities (YPWDs) and assess the degree to which these are in line with the requirements of current and future employment as well as self-employment opportunities in Pakistan.
- Recommend best practice from the UK and other countries in order to bridge the gap between existing educational and training programmes and the requirements of current and future employment as well as entrepreneurial opportunities in Pakistan.

Stage 2: Fieldwork

Stakeholder Consultations

Key stakeholder consultations will take place during the planning, report-writing, and dissemination phases of the research. The consultations will ensure that new knowledge is developed and disseminated in line with the requirements of the key stakeholders. The consultant will undertake a thorough stakeholder analysis, which will entail the identification of stakeholders and the degree of interest and influence of the stakeholders. **Stakeholder analysis and consultations should begin at the start of the project.**

Based on the findings of Stage 1 and stakeholder consultations, the consultant will develop questionnaires and carry out the fieldwork as suggested below.

- Structured and semi-structured interviews with focus groups of Young Persons with Disabilities (YPWDs) and/ or quantitative survey will be conducted to identify the key challenges they perceive and experience in developing employability skills in Pakistan. Appropriate sampling for interviews and/or survey will take account of different types of disability, educational/training programmes, gender, and region. The interviews will cover all four provinces and federal areas.
- Interviews with key informants and sector specialists will be conducted in order to provide a more complete understanding of the broader set of skills (soft and technical skills) required by employers in Pakistan.

Stage 3: Final Report

The consultant will provide thorough analysis of Stage 1 and 2 findings and identify existing gaps in the employability skills of Young Persons with Disabilities (YPWDs) in Pakistan. A set of recommendations is expected at the end of the report.

Interim and draft reports will be reviewed by the British Council team for approval.

2.3 Outputs

The overall outputs of the research project should *at least* consist of:

- Inception report with detailed work-plan, timelines and methodology
- In-depth literature review/ desk research
- Stakeholder analysis
- Tools for research: Interview protocols and/or survey questionnaire
- Raw data from fieldwork: including audio recordings of interviews/ Focus Group Discussions (FGDs) and transcriptions
- Interim reports at the end of Stage 1 and 2, which will be reviewed by British Council team for input and feedback
- Draft report, which will be reviewed by British Council team for input and feedback
- Submission of final report and a presentation
- A policy brief (maximum 1500 words)
- Support in developing articles or think pieces during the process of the research

2.4 Use of Outputs

British Council's work is centered on building meaningful, enduring and respectful relationships across different cultures and this is not possible without a commitment to equality, inclusion and valuing diversity.

This research will contribute to British Council Pakistan's ongoing commitment to produce research on the rights of diverse, and often marginalized, groups. The first part of the series explored the issues faced by persons with disabilities in Pakistan using the social model of disability. Disability is one of the seven pillars in our global Equality, Diversity and Inclusion strategy.

Our goal is to make every effort to mainstream disability equality through the work we do and the result of this will be greater inclusion for persons with disability, changed perceptions and a reduction of negative stereotypes related to disability.

The data, reports and presentation may be used at British Council Policy Dialogue events in the South Asian Region or in the United Kingdom.

The findings of the research may also facilitate in development of specific programmes to enhance employability skills for Young Persons with Disabilities (YPWDs). It will support educational institutions, the skill sector, and employers with the purpose of more employment opportunities and an inclusive workspace for Young Persons with Disabilities (YPWDs).

3. Instructions for Responding

3.1 The Submission Process

Please complete Annex 1 (Mandatory Information) and Annex 2 (Supplier Response Form). Submit these documents to Zaineb.Naveed@britishcouncil.org.pk and Amna.Hasan@britishcouncil.org.pk no later than 20/11/2016.

- Please ensure that you send your submission in good time to prevent issues with technology – late submissions may not be considered.
- Supporting evidence (PDF, JPG, PPT, Word and Excel formats only - other formats should not be used) can be provided to substantiate your response – please ensure that all attachments/supporting evidence is clearly labelled with the appropriate question number.
- Completion and submission of your response does not guarantee award of any BC contract.

3.2 Clarification Questions

Any questions should be submitted via email to Zaineb.Naveed@britishcouncil.org.pk and Amna.Hasan@britishcouncil.org.pk no later than 11/11/2016.

4. Evaluation Criteria

Supplier responses will be assessed using the following criteria and weightings. A score will be given for each part of the information submitted that is to be assessed. The qualitative aspects of your response will be evaluated entirely on your response submitted.

Criteria	Weighting
Knowledge and experience	25%
Methodology and approach	35%
Timetable and staffing	15%
Costing and value for money	25%

The responses under each sub category will be scored based on the following matrix:

Points	Interpretation
10	Excellent - A comprehensive and strong answer indicating the provider is fully capable and experienced to deliver the required outcomes. A detailed response that directly responds to all requirements with no ambiguity and relevant examples provided.
7	Good - There are slight concerns that the organisation will not be able to achieve all the outcomes required and response lacked details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and few relevant examples provided.
5	Adequate - There are concerns that the organisation will not be able to achieve the outcomes required and response significantly lacks details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and no/irrelevant examples provided.
3	Poor Response/Limited Evidence - There are serious indications that the organisation will not be able to achieve the outcomes required and has not provided appropriate evidence of experience to successfully deliver the outcomes required. A response that is not entirely relevant to the requirement, with ambiguity and lacking specific detail.

0	Unacceptable - The answer is non-compliant and/or no relevant information has been received to demonstrate the organisation can achieve the required outcomes. No response or a response that is entirely irrelevant.
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All scores will be added together to provide an overall total score for each sub category/section which will then be calculated against the criteria weightings. Once all the criteria weightings have been calculated, they will all be added together to provide an overall total score.

The pricing evaluation will be based on the response with the lowest overall cost being assigned 25% and all other responses will be calculated pro-rata.

Please note that all your responses to the tender requirements and the pricing schedule will be incorporated into a contractual document.

5. Statement of Requirements

5.1 Expertise Required

The British Council is looking to appoint a reputable agency or individual with the following qualities:

- Strong research portfolio, evidenced by previous projects.
- Expertise internationally, preferably in an area of persons with disabilities context and preferably in South Asia.
- Strong dedicated team with suitable experience and qualifications.
- Understanding of the British Council's objectives.
- 2+ reports published in peer review journals.
- Experience of designing questionnaires and report writing used in published works.

6. Timeline

The table below shows the key dates for the submission process.

Activity	Date
ITT issued	18/10/2016
Deadline of receipt of queries	11/11/2016

Deadline for submission of proposal	20/11/2016
Evaluation of proposals	21/11/2016 – 23/11/2016
Decision made on successful agency	24/11/2016
Project completion date	24/05/2017

7. Disclaimers

7.1 All information contained within this document is confidential and is provided only to give suppliers an adequate understanding of the British Council's requirements and under no circumstances should be disclosed to a third party without the British Council's consent.

7.2 The document does not constitute an offer to provide services to the British Council.

7.3 All costs incurred in the preparation of the proposal are the supplier's responsibility.

7.4 The British Council is not obliged to award a contract for this business.

Annex 1- Mandatory Information

Due Diligence and Discretionary Rejection

Important Notice:

In some circumstances the British Council is required by law to exclude you from participating further in this procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your response will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer (Delete as applicable)
a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	YES/NO
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	YES/NO
(c) the offence of bribery, where the offence relates to active corruption;	YES/NO
(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	YES/NO
d) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:	YES/NO
(i) the offence of cheating the Revenue;	YES/NO
(ii) the offence of conspiracy to defraud;	YES/NO
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	YES/NO
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	YES/NO
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	YES/NO
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (northern Ireland) 1969;	YES/NO
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	YES/NO

Annex 1- Mandatory Information

(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	YES/NO
(e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	YES/NO
(ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or	YES/NO
(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	YES/NO
(f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	YES/NO

Discretionary Rejection

The British Council is entitled to exclude you from consideration if any of the following apply. If you cannot answer 'no' to every question it is possible that your response may not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the British Council in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

The British Council is also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within regulation 23, 24, 25, 26 or 27 of the Public Contracts Regulations 2006 or you fail to provide any such information requested by us.

Is any of the following true of your organisation?	Answer (Delete as applicable)
(a) being an individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; or	YES/NO
b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition	YES/NO

Annex 1- Mandatory Information

presented for sequestration of its estate; or	
(c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	YES/NO

Has your organisation?	
a) Been convicted of a criminal offence relating to the conduct of your business or profession?	YES/NO
b) Committed an act of grave misconduct in the course of your business or profession?	YES/NO
c) Failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established?	YES/NO
d) Failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established?	YES/NO



Response to Invitation to Tender

For the supply of Mainstreaming Young Persons with Disabilities (YPWDs) in Pakistan: Exploring Employability and Opportunities

Company name:

Contact name:

Contact email address:

Contact Telephone number:

Instructions

1. Provide Company Name and Contact details above.
2. Complete Part 1 (Supplier Response) ensuring all answers are inserted in the space below each section of the British Council requirement / question. Note: Any alteration to a question will invalidate your response to that question and a mark of zero will be applied.
3. Complete Part 2 (Checklist) to acknowledge and ensure your submission includes all the mandatory requirements and documentation. Note: Failure to provide your acknowledgement and documentation may result in your submission being rejected.
4. Submit all mandatory documentation to Zaineb.Naveed@britishcouncil.org.pk and Amna.Hasan@britishcouncil.org.pk no later than 20/11/2016.

Annex 2- Supplier Response Template

Part 1 – Supplier Response

Scoring Methodology

The following methodology for evaluating responses will be applied and weighted for all selection criteria below:

10 points (Excellent) - A comprehensive and strong answer indicating the provider is fully capable and experienced to deliver the required outcomes. A detailed response that directly responds to all requirements with no ambiguity and relevant examples provided.

7 points (Good) - There are slight concerns that the organisation will not be able to achieve all the outcomes required and response lacked details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and few relevant examples provided.

5 points (Adequate) - There are concerns that the organisation will not be able to achieve the outcomes required and response significantly lacks details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and no/irrelevant examples provided.

3 points (Poor Response/Limited Evidence) - There are serious indications that the organisation will not be able to achieve the outcomes required and has not provided appropriate evidence of experience to successfully deliver the outcomes required. A response that is not entirely relevant to the requirement, with ambiguity and lacking specific detail.

0 points (Unacceptable) - The answer is non-compliant and/or no relevant information has been received to demonstrate the organisation can achieve the required outcomes. No response or a response that is entirely irrelevant.

Section 1: Knowledge and Experience

Selection Criteria Weighting: 25%

- Please list at least two examples of published research projects
- Please provide the details of any consultancy or research projects that have involved any engagement with Pakistan or other South Asian countries
- Please provide details of any other projects recently undertaken that used similar methodology, and the outputs and effects of these projects.
- Please list the relevant qualifications and other experience of your team members

Supplier Response to Section 1:

Annex 2- Supplier Response Template

Section 2: Methodology and Approach **Selection Criteria Weighting: 35%**

- Please provide a brief description of the methodology you propose to use.
- Please ensure that any links between the different stages of research are clear.

Supplier Response to Section 2:

Section 3: Timetable and Staffing **Selection Criteria Weighting: 15%**

- What timetable do you foresee for the project? When will different aspects of the research and what type of preliminary results do you foresee you will be to share when?
- What will the responsibilities of your different staff members be? How do these responsibilities relate to tasks they have previously performed?

Annex 2- Supplier Response Template

Supplier Response to Section 3:

Section 4: Costing Selection Criteria Weighting: 25% <ul style="list-style-type: none">• Please provide a detailed breakdown of all costs associated to the project that you foresee.
--

Supplier Response to Section 4:
--

Annex 2- Supplier Response Template

Part 2 – Submission Checklist

Select Yes (Y) or No (N) to acknowledge and indicate that your submission includes all of the mandatory requirements for this tender.

Important Note: Failure to provide your acknowledgement and documentation may result in your submission being rejected

- | | |
|--|-------|
| 1. Annex 1 –Mandatory Information | Y / N |
| 2. Annex 2 – Supplier Response Template | Y / N |
| 3. Detailed Research Proposal (Optional) | Y / N |

Annex 3- Draft Contract

The British Council: **THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN, operating through its local office at British High Commission, Diplomatic Enclave, Ramna 5, Islamabad, Pakistan.

The Supplier: ***[insert name and address details (and company number, if appropriate)]***

Date: ***[insert date when signed by the second party to sign (which should be the British Council)]***

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and the Supplier undertake to observe in the performance of this Agreement.

The Supplier shall supply to the British Council, and the British Council shall acquire and pay for, the services and / or goods (if any) described in Schedule 1 and / or Schedule 2 on the terms of this Agreement.

Schedules

Schedule 1	Special Terms
Schedule 2	Specification
Schedule 3	Charges
Schedule 4	Standard Terms

This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by or on behalf of the Supplier.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of THE BRITISH COUNCIL

Name:	Signature:
Position:		

Signed by *[insert name of Supplier]*

Name:	Signature:
Position:		

Annex 3- Draft Contract

Special Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

For the purposes of the provision of the Services and any Goods, the terms of this Agreement shall prevail over any other terms and conditions issued by the British Council (whether on a purchase order or otherwise).

1 Commencement Date and Term

- 1.1 This Agreement shall come into force on **[insert date]** and, subject to paragraph 1.2 below, shall continue in full force and effect until **[insert date]** (the “Term”).
- 1.2 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less than **[insert number of days]** days’ written notice on the Supplier.

2 Key Personnel

- 2.1 The Supplier shall deploy the following persons in the provision of the Services: **[insert list]** (the “Key Personnel”).

3 Working Hours

- 3.1 For the purposes of this Agreement “Working Hours” and “Working Days” shall mean **[insert relevant working hours/working days details for territory in which Services are to be provided or premises at which Services are to be provided [e.g. 9 a.m. to 5 p.m. local time Monday to Friday OR 10 a.m. to 6 p.m. local time Sunday to Thursday]]**.

4 Supplier’s Liability

- 4.1 Subject to the limitation of liability provisions in the Standard Terms (Schedule 4), the total liability of the Supplier to the British Council whether in contract, tort, negligence, breach of statutory duty or otherwise for any direct loss or damage, costs or expenses arising under or in connection with this Agreement shall not exceed **[insert figure in numbers and words]** for each claim or instance of liability.

Annex 3- Draft Contract

Specification

Services

[Insert here definition and specification of the Services. If these are consultancy services, this may include the terms of reference issued by the British Council and/or any end client.]

Goods

[Insert here definition and specification of the Goods.]

Annex 3- Draft Contract

Charges

The Charges for the Services and/or Goods will be ***[insert details] [e.g. monthly charge/fixed sum paid against an agreed payment schedule/daily or hourly rates/unit charges/price list for a range of products. If the Agreement is for the provision of consultancy on a daily basis, state the maximum number of days].***

[NB: Include details of any agreed expenses].

[Note: The following is an example (relating to the supply of Services) only and can be deleted or adapted as necessary:]

[The Charges set out above are an all inclusive fee except for those additional expenses specifically referred to below, and covers all preparation, report writing and all other work, which is carried out in []. It is expected that the Supplier will meet all costs and expenses necessary to provide the Services under this Agreement, including, but not restricted to: the costs of salaries, bonuses, superannuation medical and travel insurance, insurance for personal possessions or of any fees payable to personnel employed, or engaged by the Supplier. The Charges are also deemed to cover the cost of personal equipment, non-Working Days and all other costs including but not limited to clothing, passports and vaccinations, travel to and from the airport, accommodation costs, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Agreement.

Annex 3- Draft Contract

Standard Terms

1 Interpretation

1.1 In this Agreement:

“**Background IPR**” means any Intellectual Property Rights (other than Project IPR) belonging to either party before the Commencement Date or not created in the course of or in connection with the Project;

“**British Council Entities**” means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the “**Controlling Entity**”) as well as any other organisations Controlled by the Controlling Entity from time to time;

“**British Council Requirements**” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Supplier in writing or set out on the British Council’s website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to the Supplier from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

“**Charges**” means the charges, fees and any other sums payable by the British Council to the Supplier as set out in Schedule 3;

“**Control**” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly);

“**Code**” means the Department of Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of that Act) (November 2004) as may be updated or re-issued from time to time and any other relevant codes of practice published by the Department of Constitutional Affairs or its successor bodies;

“**Confidential Information**” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, Goods/Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Supplier (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

“**Deliverables**” means all Documents, products and materials developed or provided by the Supplier as part of providing the Services;

“**Document**” means (whether in hard copy or electronic format) any document, drawing, map, plan, diagram, design, picture or other image, tape, disk, or other device or record embodying information in any form;

Annex 3- Draft Contract

“End Client” means the end client (if any) in respect of the project in connection with which the Supplier is providing its Services as a sub-contractor;

“End Client Requirements” means the specific requirements of the End Client, as notified to the Supplier in writing;

“Environmental Information Regulations” means the Environmental Information Regulations 2004;

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Supplier provides the Services;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“Goods” means the goods or products (if any) to be supplied by the Supplier under this Agreement as set out in the Special Terms (Schedule 1) and/or the Specification (Schedule 2);

“Information Disclosure Requirements” means the requirements to disclose information under:

- (a) the Code;
- (b) the FOIA; and
- (c) the Environmental Information Regulations;

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Premises” means, where applicable, the premises or location where the Services are to be provided, as notified by the British Council to the Supplier;

“Project” means the project in connection with which the Supplier provides its Services as further described in the Special Terms (Schedule 1) and/or the Specification (Schedule 2);

“Project IPR” means all Intellectual Property Rights that arise or are obtained or developed by either party, or by a contractor on behalf of either party, in respect of the Deliverables in the course of or in connection with the Project;

“Relevant Person” means any individual employed or engaged by the Supplier and involved in the provision of the Services, or any agent or contractor or sub-contractor

Annex 3- Draft Contract

of the Supplier who is involved in the provision of the Services and includes, without limitation, the Key Personnel (if any);

“Request for Information” means a request for information (as defined in the FOIA) relating to or connected with this Agreement or the British Council more generally or any apparent request for such information under the Information Disclosure Requirements;

“Services” means the services to be provided by the Supplier under this Agreement as set out in the Special Terms (Schedule 1) and/or the Specification (Schedule 2);

“Supplier’s Team” means the Supplier and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors which the Supplier engages in any way in relation to the supply of the Services or the Goods; and

“Third Party IPR” means any Intellectual Property Rights not belonging to either party to this Agreement but used by the Supplier in the creation of the Deliverables and/or in the course of or in connection with the Project.

1.2 In this Agreement:

1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

- (i) services being provided to, or other activities being provided for, the British Council;
- (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
- (iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and

Annex 3- Draft Contract

- 1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

2 Supplier's Responsibilities

2.1 The Supplier shall:

- 2.1.1 provide the Services and the Goods, and deliver the Deliverables to the British Council, with reasonable skill, care and ability in accordance with the terms of this Agreement (and, in particular, the Special Terms (Schedule 1) and the Specification (Schedule 2)), and with the reasonable instructions of the British Council, and shall allocate sufficient resources to the Services to enable it to comply with this obligation;
- 2.1.2 deliver the Goods to the delivery point and on the delivery date as notified to the Supplier (and time shall be of the essence for delivery);
- 2.1.3 comply with the End Client Requirements (if any) and shall do nothing to put the British Council in breach of the End Client Requirements (if any);
- 2.1.4 not at any time during the Term do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British Council or the End Client or their respective officers, employees, agents or contractors;
- 2.1.5 comply in all material respects with the Data Protection Act 1998 (or any equivalent legislation in any applicable jurisdiction);
- 2.1.6 maintain records relating to this Agreement for seven (7) years following the year in which this Agreement terminates or expires and allow the British Council and/or any end client access to those records on reasonable notice and at reasonable times for audit purposes;
- 2.1.7 obtain the British Council's prior written consent to all promotional activity or publicity and act at all times in accordance with the British Council's reasonable instructions relating to such activity or publicity;
- 2.1.8 comply with all applicable legislation and codes of practice relating to diversity, equality, non-discrimination and human rights in force in England and Wales and any other territory in which the Services and the Goods are to be provided;
- 2.1.9 take out and maintain during the term of this Agreement appropriate insurance cover in respect of its activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place;
- 2.1.10 not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement;
- 2.1.11 be entitled to use such parts of the Premises on a non-exclusive basis as the British Council may from time to time designate as are necessary for the performance of the Services provided that use of the Premises is

Annex 3- Draft Contract

strictly in accordance with the British Council's reasonable instructions and is to be solely for the purposes of providing the Services; and

- 2.1.12 promptly notify the British Council of any health and safety hazards which may arise in connection with the performance of this Agreement, take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by the performance of the Services and notify the British Council of any incident occurring on the Premises or otherwise in connection with the provision of the Services which causes or could give rise to personal injury.
- 2.2 Where the Supplier is not an individual, it shall provide one or more Relevant Person(s) to provide the Services and shall procure that such Relevant Person(s) comply with the terms of this Agreement to the extent that such terms are applicable to such Relevant Person(s). Notwithstanding the deployment of any such Relevant Person(s), the Supplier shall remain wholly liable to the British Council and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Services. The British Council may, in its discretion, require the Relevant Person(s) to enter into direct undertakings with the British Council including, without limitation, with regard to confidentiality and intellectual property.
- 2.3 The Supplier warrants that the Goods shall: (a) conform to the Specification in Schedule 2; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the British Council; (c) be free from defects in design, material and workmanship and remain so for 12 months after delivery; and (d) comply with all applicable statutory and regulatory requirements.
- 2.4 Risk and title in the Goods delivered to the British Council shall pass to the British Council on delivery.

3 Status

- 3.1 The relationship of the Supplier to the British Council will be that of independent contractor and nothing in this Agreement shall render the Supplier or any Relevant Person an employee, worker, agent or partner of the British Council and the Supplier shall not hold itself out as such.
- 3.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the British Council for and in respect of payment of the following within the prescribed time limits:
- 3.2.1 any tax (including, without limitation, VAT), National Insurance contributions or similar impost or payment of a fiscal nature arising from or made in connection with either the performance of the Services, or any payment or benefit received by the Supplier in respect of the Services; and
- 3.2.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier (or, where applicable, any Relevant Person) against the British

Annex 3- Draft Contract

Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the British Council.

4 Price and Payment

- 4.1 Unless stated otherwise, the Charges are exclusive of value added tax (VAT) or any equivalent sales tax in any applicable jurisdiction.
- 4.2 Unless stated otherwise, the Supplier shall invoice for the Charges monthly in arrears and all such invoices shall be accompanied by a statement setting out the Services and/or Goods supplied in the relevant month in sufficient detail to justify the Charges charged.
- 4.3 Subject to clause 4.4 below, the British Council shall, unless agreed otherwise by the parties in writing, pay each of the Supplier's valid and accurate invoices by automated transfer into the Supplier's nominated bank account no later than 30 days after the invoice is received.
- 4.4 Where there is an end client, the British Council shall not be obliged to pay any invoice to the extent that it has not received payment relating to that invoice from the end client.
- 4.5 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the Supplier may charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable
- 4.6 Where the Supplier enters into a Sub-Contract, the Supplier shall:
 - 4.6.1 pay any valid invoice received from its subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and
 - 4.6.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 4.6.1 of this Agreement.
- 4.7 In clause 4.6, "**Sub-Contract**" means a contract between two or more suppliers, at any stage of remoteness from the British Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5 Change Control

- 5.1 If either party wishes to change the scope or provision of the Services, it shall submit details of the requested change to the other in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

Annex 3- Draft Contract

6 Intellectual Property Rights

- 6.1 Subject to clause 7, each party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Project (and the Supplier shall give the British Council full disclosure of any Third Party IPR it intends to use).
- 6.2 All Background IPR and Third Party IPR is and shall remain the exclusive property of the party owning it.
- 6.3 Each party warrants to the other party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.
- 6.4 The Supplier hereby assigns to the British Council with full title guarantee by way of present and future assignment all its right, title and interest in and to the Project IPR.
- 6.5 The Supplier shall procure the waiver in favour of the British Council of all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Deliverables.
- 6.6 The British Council hereby grants to the Supplier an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR and the British Council's Background IPR in, and to the extent necessary for, the performance of the Services.
- 6.7 The Supplier hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Supplier's Background IPR included in the Deliverables.
- 6.8 The Supplier is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPR required by the Supplier and the British Council for use of the Deliverables (such licences, permissions or consents to be in writing, copies of which the Supplier shall provide to the British Council on request). In addition, the Supplier warrants that the provision of the Services, the Deliverables and/or the Goods does not and will not infringe any third party's Intellectual Property Rights.
- 6.9 The Supplier warrants that it has in place contractual arrangements with all members of the Supplier's Team assigning to the Supplier their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Supplier can enter into the assignments, licences and waivers set out in this clause 6.
- 6.10 The Supplier undertakes at the British Council's request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause 6.
- 6.11 Nothing in this Agreement shall prevent the Supplier from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of the British Council's Confidential Information or an infringement of Intellectual Property Rights.

Annex 3- Draft Contract

- 6.12 Each party shall promptly give written notice to the other party of any actual, threatened or suspected infringement of the Project IPR or the other party's Background IPR of which it becomes aware.

7 Confidentiality

- 7.1 For the purposes of this clause 7:

7.1.1 the “**Disclosing Party**” is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and

7.1.2 the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.

- 7.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:

7.2.1 is given only to such of its staff (or, in the case of the Supplier, the Supplier's Team) and professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and

7.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff (or, in the case of the Supplier, the Supplier's Team) or its professional advisors or consultants otherwise than for the purposes of this Agreement.

- 7.3 The Supplier shall ensure that all members of the Supplier's Team or professional advisors or consultants are aware of the Supplier's confidentiality obligations under this Agreement.

- 7.4 The provisions of clauses 7.2 and 7.3 shall not apply to any Confidential Information which:

7.4.1 is or becomes public knowledge (otherwise than by breach of this clause 7);

7.4.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;

7.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

7.4.4 is independently developed without access to the Confidential Information; or

7.4.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.

Annex 3- Draft Contract

- 7.5 In the event that the Supplier fails to comply with this clause 7, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.
- 7.6 The provisions under this clause 7 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.
- 7.7 The Supplier acknowledges that the British Council is subject to the Information Disclosure Requirements and shall assist and co-operate with the British Council to enable the British Council to comply with those requirements.
- 7.8 Where the British Council receives a Request for Information in relation to information that the Supplier or any of its sub-contractors is holding on behalf of the British Council and which the British Council does not hold itself, the British Council shall as soon as reasonably practicable after receipt and in any event within five calendar days of receipt, forward the Request for Information to the Supplier and the Supplier shall:
- 7.8.1 provide the British Council with a copy of all such information in the form that the British Council requires as soon as practicable and in any event within 10 calendar days (or such other period as the British Council acting reasonably may specify) of the British Council's request; and
- 7.8.2 provide all necessary assistance as reasonably requested by the British Council to enable the British Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, as applicable.
- 7.9 The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the British Council may nevertheless be obliged to disclose the Supplier's Confidential Information in accordance with the Information Disclosure Requirements:
- 7.9.1 in certain circumstances without consulting the Supplier; or
- 7.9.2 following consultation with the Supplier and having taken its views into account,
- provided always that where clause 7.9.1 above applies, the British Council shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Supplier after any such disclosure.
- 7.10 The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

8 Limitation of Liability

- 8.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

Annex 3- Draft Contract

- 8.2 Subject to clause 8.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.
- 8.3 Subject to clauses 8.1 and 8.2, the British Council's liability to the Supplier in respect of any one claim or series of linked claims under this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the Charges paid or properly invoiced and due to be paid under this Agreement, plus any late payment interest properly chargeable under the terms of this Agreement, in the twelve (12) month period immediately preceding the event which gives rise to the relevant claim or series of linked claims.

9 Termination

- 9.1 Without prejudice to any other rights or remedies which the British Council may have, the British Council may terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier if:
- 9.1.1 the performance of the Services is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 22) for a period in excess of 28 days;
- 9.1.2 where the Supplier is a company, there is a change of Control of the Supplier; or
- 9.1.3 the Supplier or any Relevant Person is:
- (i) incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of five (5) Working Days in any two (2) week consecutive period;
 - (ii) convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (iii) in the reasonable opinion of the British Council or the End Client, negligent and incompetent in the performance of the Services; or
 - (iv) guilty of any fraud, dishonesty or serious misconduct.
- 9.2 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
- 9.2.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);
- 9.2.2 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.

Annex 3- Draft Contract

- 9.3 The British Council shall be entitled to terminate this Agreement at any time by serving not less than 30 days' written notice on the Supplier.
- 9.4 The British Council shall be entitled to terminate this Agreement at any time with immediate effect (or with effect from such time as the British Council specifies in its notice of termination) by serving written notice on the Supplier if:
- 9.4.1 the British Council's agreement with the End Client relating to the Services terminates;
- 9.4.2 the End Client or a provider of funding to the British Council for the Services instructs the British Council in writing to terminate this Agreement; or
- 9.4.3 if the funding for the Services is otherwise withdrawn or ceases.
- 9.5 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

10 Anti-corruption

- 10.1 The Supplier acknowledges and agrees that British Council may, at any point during the Term and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that neither the Supplier nor any of the Supplier's suppliers, directors, shareholders or employees (where applicable) is listed as being a politically exposed person, disqualified from being a company director, involved with terrorism, financial or other crime, subject to regulatory action or export, trade or procurement controls or otherwise representing a heightened risk of involvement in illegal activity.
- 10.2 If the Supplier or any of the Supplier's suppliers, directors, shareholders or employees (where applicable) is listed in a Screening Database for any of the reasons set out in clause 10.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
- 10.2.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or
- 10.2.2 reduce, withhold or claim a repayment (in full or in part) of the Charges payable under this Agreement; and/or
- 10.2.3 share such information with third parties.
- 10.3 The Supplier shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 10.1.

11 Safeguarding and Protecting Children and Vulnerable Adults

- 11.1 The Supplier will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy, as notified to the Supplier and amended from time

Annex 3- Draft Contract

to time, which the Supplier acknowledges may include submitting to a check by the UK Disclosure & Barring Service (DBS) or the equivalent local service; in addition, the Supplier will ensure that, where it engages any other party to supply any of the Services under this Agreement, that that party will also comply with the same requirements as if they were a party to this Agreement.

12 Anti-slavery and human trafficking

12.1 The Supplier shall:

12.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;

12.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;

12.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the British Council from time to time and ensure that its responses to all such questionnaires are complete and accurate; and

12.1.4 notify the British Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.

12.2 If the Supplier fails to comply with any of its obligations under clause 12.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

12.2.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or

12.2.2 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or

12.2.3 share with third parties information about such non-compliance.

13 Equality, Diversity and Inclusion

13.1 The Supplier shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.

13.2 The Supplier shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

14 Assignment

14.1 The Supplier shall not, without the prior written consent of the British Council, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any

Annex 3- Draft Contract

provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Supplier warrants and represents that it will (at the British Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 14.2.

15 Waiver

- 15.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

16 Entire agreement

- 16.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

17 Variation

- 17.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18 Severance

- 18.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

19 Counterparts

- 19.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

20 Third party rights

- 20.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 14 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

Annex 3- Draft Contract

20.2 The parties agree that no consent from the British Council Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

21 No partnership or agency

21.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

22 Force Majeure

22.1 Subject to clauses 22.2 and 22.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

22.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

22.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

22.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

22.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

22.3 Nothing in this clause 22 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 22.1).

23 Notice

23.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address

Annex 3- Draft Contract

given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

- 23.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 23.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or
 - 23.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting.
- 23.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

24 Governing Law and Dispute Resolution Procedure

- 24.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2 Subject to the remainder of this clause 24, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 24.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 24.3, either party may commence proceedings in accordance with clause 24.2.
- 24.4 Nothing in this clause 24 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.