

Invitation to Tender (ITT)

For: Baseline Survey

Date: 06 March 2020

1 Overview of the British Council

- 1.1 The British Council is the UK's international organisation for cultural relations and educational opportunities. We create friendly knowledge and understanding between the people of the UK and other countries. We do this by making a positive contribution to the UK and the countries we work with changing lives by creating opportunities, building connections and engendering trust.
- 1.2 We work with over 100 countries across the world in the fields of arts and culture, English language, education and civil society. Each year we reach over 20 million people face-to-face and more than 500 million people online, via broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body
- 1.3 The British Council employs over 10,500 staff worldwide. It has its headquarters in the UK, with offices in London, Manchester, Belfast, Cardiff and Edinburgh. Further information can be viewed at www.britishcouncil.org.

2 Introduction and Background to the Project / Programme

- AAWAZ II is a DFID funded, five-year long programme which will work with local communities in KP and Punjab provinces to promote the rights of children, women, youth, and other marginalised groups, to strengthen their control over their own development. Aawaz II Programme has four pillars and the British Council is leading on the delivery of pillar 3, Community Dialogue, Awareness and Voice and pillar 4, Conflict Pre-emption. As part of the delivery of these pillars, AAWAZ II will support the capacity building of Aagahi Centres across 45 districts (19 in KP, 26 in Punjab) to provide a safe space for marginalised members of the community and facilitate citizen-state engagement for uptake of state services, getting information on their rights and promoting inclusion and social cohesion. The programme aims to work towards a more inclusive and peaceful Pakistan, with less exclusion and exploitation. In Phase I (Jan 2020-Dec. 2021), Aawaz II will be working in 22 districts (9 in KP and 13 in Punjab).
- 2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the British Council and the procurement process for submitting a tender proposal.

3 Tender Conditions and Contractual Requirements

This section of the ITT 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 for the British Council in Pakistan.
- 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 ITT and the Contract without further negotiation or amendment.
- 3.1.4 The Contract awarded will be for a duration of 06 months with an option of extension to further 02 months depending on the assignment.
- 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 ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). 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 ITT). 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 <u>Application of these Tender Conditions</u> In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.
- 3.3.2 <u>Third party verifications</u> Your tender response is submitted on the basis that you consent to the British Council carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by the British Council for such purposes.
- 3.3.3 <u>Information provided to potential suppliers</u> Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the British Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the British Council.
- 3.3.4 <u>Potential suppliers to make their own enquires</u> You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the British Council promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.
- 3.3.5 <u>Amendments to the ITT</u> At any time prior to the Response Deadline, the British Council may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Response Deadline shall, at the discretion of the British Council, be extended.
- 3.3.6 <u>Compliance of tender response submission</u> Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the British Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the British Council as part of this Procurement Process.
- 3.3.7 <u>Format of tender response submission</u> Tender responses must comprise the relevant documents specified by the British Council completed in all areas and in the format as detailed by the British Council in Annex 3 (Supplier Response). Any documents requested by the British Council must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.
- 3.3.8 <u>Modifications to tender response documents once submitted</u> You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification

should be clear and submitted as a complete new tender response in accordance with Annex [3] (Supplier Response) and these Tender Conditions.

- 3.3.9 <u>Rejection of tender responses or other documents</u> A tender response or any other document requested by the British Council may be rejected which:
 - contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
 - contains 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 ITT;
 - 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 ITT;
 - is received after the Response Deadline.
- 3.3.10 <u>Disqualification</u> If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the British Council to reject a tender response apply and/or if you or your appointed advisers attempt:
 - to inappropriately influence this Procurement Process;
 - to fix or set the price for goods or services;
 - to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
 - to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted; or
 - to collude in any other way
 - to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
 - to obtain information from any of the employees, agents or advisors of the British Council concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the British Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the "Liability" Tender Condition below, by participating in this Procurement Process you accept that the British Council shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 <u>Tender costs</u> – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the "Liability" Tender Condition below, you accept by your participation in this procurement, including

without limitation the submission of a tender response, that you will not be entitled to claim from the British Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

- 3.3.12 Rights to cancel or vary this Procurement Process By issuing this ITT, 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 ITT but the British Council reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the "Liability" Tender Condition below, the British will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.
- 3.3.13 <u>Consortium Members and sub-contractors</u> It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirement of this ITT.
- 3.3.14 <u>Liability</u> Nothing in these Tender Conditions is intended to exclude or limit the liability of the British Council in relation to fraud or in other circumstances where the British Council's liability may not be limited under any applicable law.

4 Confidentiality and Information Governance

- 4.1 All information supplied to you by the British Council, including this ITT 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 subcontractors 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 ITT and its accompanying documents shall remain the property of the British Council and must be returned on demand.
- 4.4 The British Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the British Council. The British Council further reserves the right to publish the Contract once awarded and/or disclose

information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the British Council in accordance with such rights reserved by it under this paragraph.

- 4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies apply to the British Council (together the "**Disclosure Obligations**").
- 4.6 You should be aware of the British Council's obligations and responsibilities under the Disclosure Obligations to disclose information held by the British Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the British Council under the Disclosure Obligations, unless the British Council decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 (Submission Checklist) of Annex 3 (Supplier Response), you must provide clear and specific detail as to:
 - the precise elements which are considered confidential and/or commercially sensitive;
 - why you consider an exemption under the FOIA or EIR would apply; and
 - the estimated length of time during which the exemption will apply.
- 4.8 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this Procurement Process you agree that the British Council should not and will not be bound by any such markings.
- In addition, marking any material as "confidential" or "commercially sensitive" or equivalent should not be taken to mean that the British Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the British Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the British Council on the basis that it may be disclosed under the Disclosure Obligations if the British Council considers that it is required to do so and/or may be used by the British Council in accordance with the provisions provision of this ITT.
- 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 120 from the Response Deadline. A tender response not valid for this period may be rejected by the British Council

6 Payment and Invoicing

- 6.1 The British Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the British Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the British Council include:
 - A description of the good/services supplied is included.
 - The British Council Purchase Order number is included.
 - It is sent electronically via email in PDF format to pkmarketplace@britishcouncil.org.pk or by post to: The British Council, British Deputy High Commission, Procurement Department, Shahrah-e-Iran, Clifton, Karachi, Pakistan

7 Specification

7.1. Purpose of the Baseline

British Council is commissioning a comprehensive baseline which will help inform the AAWAZ II programme implementation.

The baseline exercise will have four major outputs:

- 1.A baseline survey in selected Aawaz districts to prepare a social and demographic profile of Aawaz communities, map services, formal and informal institutions and mandated structures relevant to the delivery of the programme
- 2.A Knowledge, Attitude and Practice (KAP) Survey on Aawaz thematic areas to establish benchmarks against which progress will be tracked over the next four years.
- 3.A Perceptions Survey to understand how Aawaz communities perceive exploitation, discrimination and exclusion, and how these can best be addressed.
- 4.A gender and social inclusion analysis to assess gender and power dynamics and social inequalities in participation, leadership, decision making, access to opportunities and control over resources.

Together the datasets emerging from these four distinct yet overlapping exercises will provide a robust picture of the situation in the Aawaz districts and communities and inform implementation.

7.2. Objectives

The objectives of the baseline in twenty-two districts of Khyber Pakhtunkhwa and Punjab are to:

- 1.Develop a socio-economic and demographic profile of the districts and communities and map formal and informal institutions at district / sub-district and provincial levels that play a role in reducing / addressing child labour, early/ forced marriage, GBV, and other harmful practices and the associated structures, specifically mechanisms of citizen engagement with duty bearers.
- 2.Identify knowledge, attitudes and practices (KAP) related to child labour, early and forced marriage, GBV, community conflict, intolerance towards minorities, and other harmful practices; and the vulnerable groups (PWDs, and minorities) and those at risk of exploitation in these districts
- 3.Understand community perceptions of exploitation, community conflict and harmful practices, how these can be addressed, what are the contributing factors and triggers etc. This will further programme understanding of how violence and conflict play a role in perpetuating norms and harmful practices, in order to inform assumptions and approach of Aawaz II.
- 4.Provide an in-depth analysis of gender and social inclusion, that includes triggers of inclusion, the drivers of gender inequalities and social exclusion to understand gender dynamics (access/control, power) and the distinct needs of women, minorities and other vulnerable groups relevant to the mandate of Aawaz II

7.3. Key Areas to Be Addressed

Please note that this is not an exhaustive list. The final field tool should capture these and any other requirements of the programme, to be finalized by the firm in consultation with the AAWAZ II PMU.

In addition to basic demographic information (income, HH size, family roster capturing gender, age, education etc.) for each district, the baseline will include a mapping of each thematic area of the programme (child labour, early forced marriage, GBV, intolerance) of relevant stakeholders, institutional mechanisms, informal mechanisms, govt initiatives and CSOs working in the geographical and thematic area and factors that put individuals and households at risk, such as household status/poverty levels, formal/informal economy/sectors, working conditions (paid-unpaid work); discriminatory social and gender norms and harmful practices, including those that reinforce exclusion. At the same time, norms and practices that counter discrimination, exploitation, intolerance and social exclusion need to be identified.

The list of key topics in the baseline and its component parts includes but is not limited to the following¹:

- 1.Gender disaggregated socio-economic and demographic profile of the districts and communities.
- 2. Public Services: Identify the services at district, Tehsil and village level e.g. health, education, legal, labour, social welfare, social protection, child protection, women's protection, GBV, district committees, water & sanitation, citizen registration and verification systems (CRVS).

- 3.Citizen engagement: Identify mechanisms (formal and informal) engaging with duty bearers, structures/forums for raising demands, if any, nature and process of raising demands or accessing state/government services individually or collectively, status of such forums/mechanisms (functionality, accessibility and responsiveness). Identify grievance redressal mechanisms Map the local level forums/structures/ mechanisms for citizens-duty bearers' interaction, and whether these are inclusive and gender sensitive. Assess citizen awareness of these forums/ structures and whether these are perceived as effective. Review the laws relevant to the programme areas, to identify the mandated structures and whether these exist, or have been notified (in the districts)
- 4.Minorities: identify forms of discrimination towards minorities within identified communities, local governance, political and economic spheres; structural/institutional practices that contribute to exclusion or inclusion; How do gender norms within the minorities differently impact men and women and create conditions of discrimination? Is there any community level support to minorities to counteract the intolerance they experience?
- 5.Child Labour, Early/Forced Marriage, GBV, intolerance: Who are the perpetrators and who is exploited? What are the underlying factors of vulnerable groups' (children, women, youth, people with disabilities, transgender, exploitation, exclusion and discrimination? Do these factors vary from community to community, district to district or between provinces and across different population groups? Are there enabling factors/opportunities within the communities that promote protection of rights of vulnerable groups?
- 6.Community Conflict: Identify connectors and spoilers of conflict in community. What kind of community conflicts exist? Which community groups are affected by these conflicts and how? What are the community-based mechanisms for conflict resolution in target districts? (formal, semi-formal (ADR) and informal (Jirga, panchayat, etc.); are these mechanisms accessible (especially to vulnerable groups and minorities) and trusted; How often are these used and under what conditions; How satisfied in general is the community (including vulnerable sub-populations) with the process and outcomes (in the form of judgements/ dispute resolutions) of these mechanisms; Do they feel there are other options (in addition to these) available to them; are these structures inclusive? Are these informal and semi-formal structures inclusive? How do ADR processes/decisions impact women and girls differently from men and boys?
- 7. Knowledge and acceptance of rights, responsibilities, relevant laws, law enforcement, protection mechanisms among different target community members including vulnerable groups; existing level of understanding of the target community about MS and other harmful practices and protection of rights of the vulnerable groups.
- 8.Awareness among duty bearers (departments) including elected representatives of the issues and needs and rights of the communities/vulnerable groups about MS and its impact, about GBV, minorities and other harmful practices, extent of awareness of how to address citizens' concerns

and what capacities and resources to provide to meet their demands for protection of their rights especially of women and other vulnerable groups. Duty bearers' motivation to change attitude and institutional culture to respond to citizens demand for improved services and support structures.

9.How do **social and gender norms** inculcate negative or positive attitude and behaviour in individuals and different institutions (household, community, market, state). Which social norms cause and intensify vulnerability of the marginalised populations in the target community. What are the consequences for transgressing such norms? Who decides what the consequences should be who suffers? Which norms and behaviours are considered harmful and opposed or supported by the social institutions (individuals, household, community, state)? How are culture and social beliefs used as a basis/justification for reinforcing discriminatory gender practices?

7.4. Sampling and Methodology

The baseline exercise should adopt a comprehensive mixed methodology approach that includes desk research, surveys, FGDs, and key informant interviews to deliver a report that responds to the key questions. An appropriate representative (quantitative) and cross-sectional (qualitative) sampling plan should be used for the various components of the baseline and should facilitate setting up objective and quantifiable benchmarks to measure progress against; wherever feasible, a content analysis approach should be used, and qualitative data should also be quantified to create clear baseline benchmarks for the programme. Moreover, as part of the baseline survey, the potential of estimating a vulnerability index for child labour, early marriage, GBV and intolerance at district level should be assessed.

These are recommended approaches, and the final sample and methodology for each activity will be developed by the firm, in consultation with and subject to approval from the AAWAZ II PMU team.

7.5. Deliverables

- 1.Inception report that includes detailed research methodology, sampling strategy, work plan, and outlines of each report to be determined in consultation with the AAWAZ II team
- 2.Literature review of existing data and studies available on the subject in the relevant areas
- 3.List of indicators and finalized instruments for data collection incorporating feedback from AAWAZ II
- 4.Clean and consolidated dataset of all primary data collected as part of the exercise
- 5. Draft and final reports that incorporate feedback from the Aawaz II team:
 - a. Comprehensive Baseline Report
 - b. KAP report
 - c. Perceptions Survey Report
 - d. Gender and Social Inclusion Analysis Report
- 6.Set of thematic reports on the based on the findings from the baseline on programme focus areas of child labour, early/ forced marriage, GBV, and minorities
- 7.PowerPoint/multi-media presentation of the comprehensive baseline report, perceptions report and KAP

7.6. Duration

The baseline (inclusive of all its component parts) is expected to take 3 months spread over the period April -August 2020. The reports on Gender and Social Inclusion (# 5d) and thematic areas (#6) can be delivered by September 2020

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 ITT. 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

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

10 Key background documents and further information

10.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this ITT 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 ITT will not apply.

11 Timescales

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

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	06 March 2020
Deadline for clarification questions (Clarification Deadline)	16 March 2020
British Council to respond to clarification questions	24 March 2020
Deadline for submission of ITT responses by potential suppliers	27 March 2020
(Response Deadline)	
Award decision standstill letters issued	TBC
Contract concluded with winning supplier	TBC
Contract start date	TBC

12 Instructions for Responding

12.1 The documents that must be submitted to form your tender response are listed at Part 2 (Submission Checklist) of Annex 3 (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted to British Council's e-Tendering portal hosted at https://intendhost.co.uk/britishcouncil by the Response Deadline, as set out in the Timescales section of this ITT.

12.2 The following requirements should be complied with when summiting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology late tender responses may rejected by the British Council.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. 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 ITT or its Annexes, all tender responses should be in the format of the relevant British Council requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a British Council requirement as part of your tender response will
 invalidate your tender response to that requirement and for evaluation purposes you shall be
 deemed not to have responded to that particular requirement.
- Responses should concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

13 Clarification Requests

- 13.1 All clarification requests *should* be submitted to British Council's e-Tendering portal hosted at https://in-tendhost.co.uk/britishcouncil by the Clarification Deadline, as set out in the Timescales section of this ITT. 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 ITT 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 ITT 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.

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Stage 2: The completed Qualification Questionnaire 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 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.

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- **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 responses may also be verified as part of this stage.
- 14.2 <u>Award Criteria</u> Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Knowledge and Relevant Experience	
Along with compliance to EDI & child protection and Information Management	
policies	
Quality Assurance & Compliance	10%
Methodology & Approach	30%
Commercial	40%

14.3 <u>Scoring Model</u> – Tender responses will be subject to an initial review at the start of Stage 3 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the British Council for all criteria other than Commercial using the following scoring model:

Points	Interpretation
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.
	Adequate – Overall the response demonstrates that the bidder meets all areas of the
	requirement, but not all of the areas of evidence requested have been provided. This,
5	therefore, is an adequate response, but with some limited ambiguity as to whether the
	bidder can meet the requirement due to the bidder's failure to provide all of the evidence
	requested.
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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 ITT and/or
	no response has been provided.

Annex 4 (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the British Council as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the British Council as part of the pricing approach, the British Council may

Commercial Evaluation - Your "Overall Price" (as calculated in accordance with requirements of

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 <u>Moderation and application of weightings</u> – 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.

14.4

14.6 <u>The winning tender response</u> – 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 selfcertification or other requirements referred to in the Qualification Questionnaire. 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 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 ITT (issued as separate documents):

Annex 1 - Terms and Conditions of Contract

Annex 2 - Selection Questionnaire

Annex 3 – Supplier Response

Annex 4 – Pricing Approach