

Request for Proposal (RFP)

For: Transcription of interview recordings

Date: 13/6/2016

1 Overview of the British Council

1.1 The British Council is the United Kingdom's international organisation for cultural relations and educational opportunities. Its purpose is to build engagement and trust for the UK through the exchange of knowledge and ideas between people worldwide. It seeks to achieve its aims by working in education, science, governance, English and the arts. In 2013-14, its programmes reached a total audience of 600 million people worldwide and we engaged directly with 10.9 million. In 2013 to 2014, the British Council had a total turnover of £864million. Its income included a grant-aid of £165 million from the UK government, £573 million from fees and income from services such as English teaching, exams administration and £117 million from the management of client-funded contracts, and funding from a wide range of public and private sector partners.

1.2 The British Council was established in 1934 and incorporated by Royal Charter in 1940. It is registered as a charity in England and Wales (charity no. 209131) and Scotland (charity no. SC037733). It is also an executive non-departmental public body, with the Foreign and Commonwealth Office as its sponsoring department.

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

- Promote cultural relationships and the understanding of different cultures between people and peoples of the United Kingdom and other countries;
- Promote a wider knowledge of the United Kingdom;
- Develop a wider knowledge of the English language;
- Encourage cultural, scientific, technological and other educational co-operation between the United Kingdom and other countries; and
- Otherwise promote the advancement of education.

1.4 The British Council works in more than 110 countries around the world and employs over 7000 staff worldwide. It has its headquarters in the UK, with offices in London, Manchester, Belfast, Cardiff and Edinburgh. Further information can be viewed at www.britishcouncil.org.

2 Introduction and Background to the Project / Programme

2.1 Take a Child to School (TACS) is a three-year national programme funded by Educate a Child (EAC), which started on 1 January 2014. The programme aims to enrol over 130,000 Out-of-School Children

(OOSC) and have 80% stay in school to complete a full course of primary education. The programme's purpose is to make a major contribution towards EAC's mission of providing opportunities to OOSC children in order to achieve a full course of primary education throughout Pakistan's four provinces.

There is a need of a mix of community level advocacy to work with school authorities and parents to convince them to make school enrolment as easy and accessible as possible and to support parents in the actual enrolment process. Communities need to foster an education friendly and conducive environment where education and its associated issues are discussed and action taken on relevant matters with authorities. The objectives of TACS are as follows:

- a) Increased number of better informed parents committing to enrol their children.
- b) Strong coordinated ownership amongst the community influencers and partners who will facilitate access to schools and enrolment.
- c) A positive learning environment created through life skills and sports encouraging retention

2.2 The purpose and scope of this RFP 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 RFP sets out the British Council's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("**Procurement Process**").

3.1 Contracting requirements

3.1.1 The contracting authority is the British Council which includes any subsidiary companies and other organisations that control or are controlled by the British Council from time to time (see: <http://www.britishcouncil.org/organisation/structure/status>).

3.1.2 The appointed supplier will be expected to deliver the services remotely and send soft copies of the transcriptions.

3.1.3 The British Council's contracting and commercial approach in respect of the required goods and/or services is set out at Annex [1] (Terms and Conditions of contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment.

3.1.4 The Contract awarded will be for a duration of five days with an option for an extension for up to an additional two days.

3.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this RFP by the Clarification Deadline (as defined below in the Timescales section of this RFP). Following such clarification requests, the British Council may

issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.6 The British Council is under no obligations to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Response Deadline (as defined below in the Timescales section of this RFP). Any proposed amendments received from a potential supplier as part its tender response shall entitle the British Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

3.2 General Policy Requirements

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable British Council policies relevant to the goods and/or services being supplied. All relevant British Council policies that suppliers are expected to comply with can be found on the British Council website (<http://www.britishcouncil.org/about/policies>). The list of relevant 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, and Privacy.

3.3 General tender conditions (“Tender Conditions”)

3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this RFP and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this RFP.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the British Council carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by the British Council for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the RFP and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the British Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the British Council.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the British Council promptly of any perceived ambiguity, inconsistency or omission in this RFP and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

3.3.5 Amendments to the RFP – At any time prior to the Response Deadline, the British Council may amend the RFP. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Response Deadline shall, at the discretion of the British Council, be extended.

3.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the RFP (including, without limitation, any specification of the British Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the British Council as part of this Procurement Process.

3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the British Council completed in all areas and in the format as detailed by the British Council in Annex [3] (Supplier Response). Any documents requested by the British Council must be completed in full. It is, therefore, important that you read the RFP carefully before completing and submitting your tender response.

3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a complete new tender response in accordance with Annex [3] (Supplier Response) and these Tender Conditions.

3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the British Council may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by the British Council forming part of the RFP;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the British Council in any way;
- is not submitted in a manner consistent with the provisions set out in this RFP;
- is received after the Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this RFP, and/or in any supporting documents, entitling the British Council to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services ;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;

- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted; or
- to collude in any other way
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the British Council concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

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

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the British Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this RFP, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the British Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this RFP but the British Council reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the British will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirement of this RFP.

3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the British Council in relation to fraud or in other circumstances where the British Council’s liability may not be limited under any applicable law.

4 Confidentiality and Information Governance

4.1 All information supplied to you by the British Council, including this RFP and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-

contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the British Council has given express written consent to the relevant communication.

4.3 This RFP and its accompanying documents shall remain the property of the British Council and must be returned on demand.

4.4 The British Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the British Council. The British Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the British Council in accordance with such rights reserved by it under this paragraph.

4.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies apply to the British Council (together the “**Disclosure Obligations**”).

4.6 You should be aware of the British Council’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the British Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the British Council under the Disclosure Obligations, unless the British Council decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at 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.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the British Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the British Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the British Council on the basis that it may be disclosed under the Disclosure Obligations if the British Council considers that it is required to do so and/or may be used by the British Council in accordance with the provisions provision of this RFP.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the British Council’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the British Council’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

5 Tender Validity

5.1 Your tender response must remain open for acceptance by the British Council for a period of five 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 BC.Invoices@britishcouncil.org or by post to:
The British Council, Corporate Services – UK Hub Team, 10 Spring Gardens, London SW1A 2BN

7 Specification

British Council Pakistan has conducted interviews with different stakeholders to assess the impact of TACS. The recordings are in Urdu and the total length of all recordings is approximately 36 hours. The recordings are available in Windows Media Player format. We require verbatim transcriptions of all the interviews in Microsoft Office Word format. Each recording should have a separate Microsoft Office Word file. Each Microsoft Office Word file should have the same name as the corresponding Windows Media Player file. Verbatim transcription would include the capturing of every recorded word and does not include paraphrasing statements. It includes the transcription of statements that are started but not completed,

words that people use while buying time or thinking etc., and the audible sounds and pauses they make during statements. It should also include punctuation marks where appropriate. The Supplier should share the transcription of a recording in Microsoft Office Word format as soon as the transcription has been completed. A transcript will be deemed 'complete' if these standards are met with negligible errors. The Supplier will be asked to transcribe the interviews in a certain order, with selected files being transcribed before others. This information will be provided to the Supplier as soon as s/he is selected. On completion of transcription, the Supplier may also be asked to translate passages from the transcripts from Urdu to English. All files shall be the intellectual property of the British Council and clauses will be specified in the contract to eliminate any intellectual property risks.

The Supplier may apply for the transcription of less than the total of 36 hours of interviews. However, this may lower the probability of selection. Please specify the number of hours of interviews you will transcribe within the given timeframe.

As part of your proposal, it is mandatory to respond to Annex 2-4.

8 Mandatory Requirements / Constraints

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the British Council's specification forming part of this RFP. A failure to comply with one or more mandatory requirements or constraints shall entitle the British Council to reject a tender response in full.

9 Qualification Requirements

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 RFP and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the RFP will not apply.

10.2 The following additional documentation / information is provided as part of this RFP

11 Timescales

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

Activity	Date / time
RFP Issued to bidding suppliers	14/6/2016
Deadline for clarification questions (Clarification Deadline)	16/6/2016
British Council to respond to clarification questions	17/6/2016
Deadline for submission of RFP responses by potential suppliers (Response Deadline)	20/6/2016
Final Decision	21/6/2016
Contract concluded with winning supplier	21/6/2016
Contract start date	22/6/2016
Contract end date	27/6/2016

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 RFP. All documents required as part of your tender response should be submitted to Muhammad Ali Rajput (Muhammad.Ali2@britishcouncil.org.pk) and Furwa Baig (Furwa.Baig@britishcouncil.org.pk) by the Response Deadline (20/6/2016), as set out in the Timescales section of this RFP.

12.2 The following requirements should be complied with when submitting your response to this RFP:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the British Council.
- Do not submit any additional supporting documentation with your RFP response except where specifically requested to do so as part of this RFP. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the British Council).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this RFP or its Annexes, all tender responses should be in the format of the relevant British Council requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a British Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.

- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

13 Clarification Requests

13.1 All clarification requests should be submitted to Muhammad Ali Rajput (Muhammad.Ali2@britishcouncil.org.pk) and Furwa Baig (Furwa.Baig@britishcouncil.org.pk) by the Clarification Deadline (16/6/2016), as set out in the Timescales section of this RFP. The British Council is under no obligation to respond to clarification requests received after the Clarification Deadline.

13.2 Any clarification requests should clearly reference the appropriate paragraph in the RFP documentation and, to the extent possible, should be aggregated rather than sent individually.

13.3 The British Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the British Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the British Council responding to all potential suppliers.

13.4 The British Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the British Council by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

14 Evaluation Criteria

14.1 You will have your tender response evaluated as set out below:

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this RFP and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.



Stage 2: The completed Qualification Questionnaire 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.



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 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

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

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

Points	Interpretation
10	Excellent – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.
7	Good – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested.
5	Adequate – Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide all of the evidence requested.

3	Poor – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.
0	Unacceptable – The response is non-compliant with the requirements of the RFP and/or no response has been provided.

14.4 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of 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 reject the full tender response at this point. The British Council may also reject any tender response where the Overall Price for the goods and/or services is considered by the British Council to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

14.5 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

14.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology, which is also supported by any required verification evidence (to include, without limitation, any updated information or references relating to any Qualification Question responses) obtained by the Authority relating to any self-certification or other requirements referred to in the Qualification Questionnaire. If 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 RFP (issued as separate documents):

Annex 1 - Terms and Conditions of Contract

Annex 2 – Qualification Questionnaire

Annex 3 – Supplier Response

Annex 4 – Pricing Approach

Annex 1 - Terms and Conditions of 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] **OR [insert name of appropriate local entity where relevant outside the UK] [where appropriate add the following wording] [operating through its local office at [insert office address and details]]**

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:		

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).

2 Commencement Date and Term

- This Agreement shall come into force on **[insert date]** and, subject to paragraph □ below, shall continue in full force and effect until **[insert date]**.
- 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.

3 Key Personnel

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

4 Working Hours

- 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]**.

5 Supplier's Liability

- 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.

SpecificationServices

[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.]

Charges

The Charges for the Services and/or Goods will be **[insert details]**

Standard Terms

1 Interpretation

- 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 7;

“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;

“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 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.

- In this Agreement:
 - any headings in this Agreement shall not affect the interpretation of this Agreement;
 - 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;
 - 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;
 - without prejudice to clause ☐, except where the context requires otherwise, references to:
 - services being provided to, or other activities being provided for, the British Council;
 - any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
 - 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
 - obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

2 Supplier’s Responsibilities

- The Supplier shall:
 - 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;
 - 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);

- 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);
- 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;
- comply in all material respects with the Data Protection Act 1998 (or any equivalent legislation in any applicable jurisdiction);
- 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;
- 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;
- 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;
- 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;
- not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement;
- 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 strictly in accordance with the British Council's reasonable instructions and is to be solely for the purposes of providing the Services; and
- 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.
- 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.
- 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.

- Risk and title in the Goods delivered to the British Council shall pass to the British Council on delivery.

3 Status

- 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.
- 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:
 - 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
 - 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 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

- Unless stated otherwise, the Charges are exclusive of value added tax (VAT) or any equivalent sales tax in any applicable jurisdiction.
- 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.
- Subject to clause ☐ 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.
- 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.
- 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
- Where the Supplier enters into a Sub-Contract, the Supplier shall:

- pay any valid invoice received from its subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and
- 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.
- 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

- 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.

6 Intellectual Property Rights

- 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).
- All Background IPR and Third Party IPR is and shall remain the exclusive property of the party owning it.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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

- For the purposes of this clause 7:
 - 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
 - the "**Receiving Party**" is the party which receives Confidential Information relating to the other party.
- The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:
 - 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
 - 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.
- 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.
- The provisions of clauses □ and □ shall not apply to any Confidential Information which:
 - is or becomes public knowledge (otherwise than by breach of this clause 7);
 - was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - is independently developed without access to the Confidential Information; or
 - must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 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.

- The provisions under this clause 7 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.
- 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.
- 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:
 - 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
 - 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.
- 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:
 - in certain circumstances without consulting the Supplier; or
 - following consultation with the Supplier and having taken its views into account,

provided always that where clause □ 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.
- The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

8 Limitation of Liability

- 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.
- Subject to clause □, 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.
- Subject to clauses □ and □, 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**

- 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:
 - the performance of the Services is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 21) for a period in excess of 28 days;
 - where the Supplier is a company, there is a change of Control of the Supplier; or
 - the Supplier or any Relevant Person is:
 - 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;
 - 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);
 - in the reasonable opinion of the British Council or the End Client, negligent and incompetent in the performance of the Services; or
 - guilty of any fraud, dishonesty or serious misconduct.
- Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
 - 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);
 - 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.
- 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.
- 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:
 - the British Council's agreement with the End Client relating to the Services terminates;
 - 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
 - if the funding for the Services is otherwise withdrawn or ceases.
- 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**

- 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.
- 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 ☐, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
 - terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or
 - reduce, withhold or claim a repayment (in full or in part) of the Charges payable under this Agreement; and/or
 - share such information with third parties.
- The Supplier shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause ☐.

11 **Safeguarding and Protecting Children and Vulnerable Adults**

- 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 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 **Equality, Diversity and Inclusion**

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

13 **Assignment**

- 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.
- 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 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 Waiver

- 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.

15 Entire agreement

- 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.

16 Variation

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

17 Severance

- 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.

18 Counterparts

- 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.

19 Third party rights

- Subject to clause ☐, 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 13 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 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).

20 No partnership or agency

- 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.

21 Force Majeure

- Subject to clauses ☐ and ☐, 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.
- A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
 - 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;
 - 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
 - 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.
- Nothing in this clause 21 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 Notice

- 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 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:
 - personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 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
 - 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.
- 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.

23 Governing Law and Dispute Resolution Procedure

- 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.
- Subject to the remainder of this clause 23, 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.
- 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 ☐, either party may commence proceedings in accordance with clause ☐.
- Nothing in this clause 23 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.

Annex 2 – Qualification Questionnaire

Notes for completion

1. The “authority” means the British Council, or anyone acting on behalf of the British Council, that is seeking to invite suitable Suppliers to participate in this Procurement Process (as defined in the authority’s RFP or ITT. This QQ forms part of the authority’s RFP or ITT.

2. “You”/ “your” or “supplier” means the body completing these questions **i.e. the legal entity seeking to be awarded the Contract and responsible for the information provided**. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. This QQ is based on the template questions designed by the Crown Commercial Service to assess the suitability of a supplier to deliver the authority’s contract requirement(s). Your completed QQ will be reviewed to confirm that you meet all of the qualification criteria set out in this QQ. You may be excluded from this Procurement Process if you do not meet all of the qualification criteria set out in the QQ. Where you are excluded at this point, your tender response will be rejected in full and will not be evaluated further and you will be disqualified from this Procurement Process.

4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’. For ease of reference, any field marked with a **turquoise highlight** are completed by the supplier.

5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

6. Please return a completed version of this document as part of your tender response.

Verification of Information Provided

7. Whilst reserving the right to request information at any time throughout the Procurement Process, the authority may enable you to **self-certify** that there are no mandatory/ discretionary grounds for excluding your organisation. When requesting evidence that the Supplier can meet other requirements set out in the QQ, the authority may also allow you to **self-certify**. Where a section is a “**self-certification**” section, this will be indicated by the words “**self-certification**” and/or “**self-certify**” appearing in bold as part of that section and/or sub-section of this QQ. The authority will only obtain evidence in relation to any self-certification sections and sub-sections after the final tender evaluation decision i.e. in relation to the provisional winning supplier only. If you are the provisional winning supplier and you do not supply any evidence requested at this stage in accordance with any timescales specified by the authority and/or any evidence reviewed by the authority (whose decision shall be final) is inadequate to demonstrate compliance with any self-certified requirement forming part of this QQ, the authority may reject your tender response in full at that point and disqualify you from the Procurement Process. Suppliers should also note that the authority (as part of its own due diligence processes) may, at any point in the Procurement Process, also carry out searches of relevant third party databases to corroborate any information provided by you and by participating in this Procurement Process you grant your consent to the authority carrying out such searches.

Sub-contracting arrangements

8. Where a supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

9. Suppliers should note the following when proposing any sub-contractors:

9.1 The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, suppliers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect a supplier prior to any award of contract, based on an assessment of the updated information.

9.2 By proposing any sub-contractors at any stage in the process, the supplier **self-certifies** that such sub-contractors are not subject to any mandatory or discretionary grounds for exclusion (as respectively referred to at sections 2 and 3 of this QQ) other than as notified to the authority by the supplier at the point at which such sub-contractors are proposed. The authority may at any point verify whether there are grounds for the exclusion of sub-contractors in accordance with Regulation 71(8) of the Public Contracts Regulations 2015. In such cases, the authority, shall require the supplier to replace any sub-contractor in respect of which such verification has shown that there are mandatory grounds for exclusion; and may require the supplier to replace a sub-contractor in respect of which such verification has shown that there are discretionary grounds for exclusion.

Consortia arrangements

10. If a supplier completing this QQ is doing so as part of a proposed consortium, the following information must be provided;

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of the QQ as part of a single composite response to the authority i.e. each member of the consortium is required to complete the form. Where one consortium member is excluded based on any of the responses it provides, the authority shall have the right to exclude the consortium as a whole from this Procurement Process and reject their tender response in full.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The authority reserves the right to deselect a supplier prior to any award of contract, based on an assessment of the updated information.

Confidentiality

15. When providing details of contracts in answering section 6 of this QQ (Technical and Professional Ability), the supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

1 - Supplier information

PLEASE SPECIFY IF YOU BELIEVE ANY QUESTION/REQUIREMENT IS NOT APPLICABLE TO YOU.

1.1 Supplier details	Answer
Full name of the supplier completing the QQ	Mandatory Response
Registered company address	Mandatory Response
Registered company number	Mandatory Response
Registered charity number	
Registered VAT number	
Name of immediate parent company	
Name of ultimate parent company	
Please check the relevant box to indicate your trading status	i) a public limited company <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	ii) a limited company <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	iii) a limited liability partnership <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	iv) other partnership <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	v) sole trader <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	vi) other (please specify) <input type="checkbox"/> Yes <input type="checkbox"/> N/A
Please check the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE) <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	ii) Small or Medium Enterprise (SME) ¹ <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	iii) Sheltered workshop <input type="checkbox"/> Yes <input type="checkbox"/> N/A
	iv) Public service mutual <input type="checkbox"/> Yes <input type="checkbox"/> N/A

1.2 Bidding model

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Please check the relevant box to indicate whether you are;		
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the row below and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
If you responded "Yes" in 1.2 d), please include details here: Consortium members <input type="text"/> Lead member <input type="text"/>		
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the row below and provide full details of the bidding model using a separate Appendix.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
If you responded "Yes" in 1.2 e), please include details here: Consortium members <input type="text"/> Current lead member <input type="text"/> Name of Special Purpose Vehicle <input type="text"/>		

1.3 Contact details	
Supplier contact details for enquiries about this QQ	
Name	<input type="text"/>

Postal address	Mandatory Response
Country	Mandatory Response
Phone	Mandatory Response
Mobile	
E-mail	mandatory response

1.4 Licensing and registration (check the relevant box to indicate a “Yes”, “No”, “N/A” response)		
1.4.1	Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If Yes, please provide the registration number
1.4.2	Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If Yes, please provide additional details of what is required and confirmation that you have complied with this

● 2 - Grounds for mandatory exclusion (Self-certification)

You will be excluded from the Procurement Process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

All responses in this section are mandatory. Please check the relevant box to indicate a “Yes” or a “No” response.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your selection:		
(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 on the fight against organised crime;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(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;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(c) the common law offence of bribery;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(e) any of the following offences, 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:			
(i) the offence of cheating the Revenue;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(ii) the offence of conspiracy to defraud;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(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;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(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;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(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;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(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;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(f) any offence listed—			
(i) in section 41 of the Counter Terrorism Act 2008; or	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A

(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(i) 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;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(k) an offence under section 59A of the Sexual Offences Act 2003;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(l) an offence under section 71 of the Coroners and Justice Act 2009	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(m) 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—			
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Note: Non-EU based suppliers should note that 2.1 (n)(i) above requires you to confirm that you have not been convicted of any such offences in your home jurisdiction and/or any other jurisdiction outside of England and Wales and Northern Ireland.			
<u>Non-payment of taxes</u> 2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions? If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

● 3 - Grounds for discretionary exclusion – Part 1 (Self-certification)

The authority may exclude any supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (j);

All responses in this section are mandatory. Please check the relevant box to indicate a “Yes” or a “No” response.

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your selection:		
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(h) your organisation—			
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(i) your organisation has undertaken to			
(aa) unduly influence the decision-making process of the contracting authority, or	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question 3.1 (g), the authority may assess the past performance of a supplier. Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the supplier shall be given a statement of the reasons for that decision.

● **4 - Grounds for discretionary exclusion – Part 2**

Not Used. Section 4 of the Crown Commercial Services template relates to further discretionary tax compliance grounds and only applies where the British Council has indicated in the OJEU Contract Notice and/or ITT relating to this Procurement Process that the contract is over £5million in value. It is not, therefore, relevant to this Procurement Process as this contract is not estimated to be over £5million pounds.

● **5 - Economic and Financial Standing**

FINANCIAL INFORMATION					
5.1	Please provide one of the following to demonstrate your economic/financial standing; Please check the relevant box to indicate your response.				
	(a) A copy of the audited accounts for the most recent two years	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A		
	(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A		
	(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A		
	(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A		
5.2	<p>Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial thresholds set out below in this QQ, please self-certify by answering 'Yes' or 'No' that the supplier, and/or an organisation referred to at section 5.3 of this QQ that is prepared to provide a guarantee, meet the requirements set out here and complete the Ratio Analysis spreadsheet provided as part of the tender documents accordingly.</p> <p>Specified minimum level of economic and financial standing and/or minimum financial thresholds:</p> <p>The most recent two years audited accounts of the supplier should demonstrate:</p> <ul style="list-style-type: none"> - Operating Profit Margin > 20% ; - Current Ratio (Liquidity) > 1 ; and - Debt Ratio < 0.8 <p>The authority shall have the right to exclude any supplier from this Procurement Process that answers "No" to this section 5.2 of this QQ. Where a supplier is excluded under this section 5.2 its tender response shall be rejected in full and will not be evaluated further. However, where the authority determines (at its sole discretion acting reasonably upon the advice of the project's financial adviser) that, based on supporting evidence provided in accordance with sections 5.1 (b) to (d) above, that the supplier has the financial and economic standing to undertake a contract of the nature described in this RFP or ITT, the authority may give the Supplier a "discretionary pass" and allow the supplier to the next stage of the evaluation process.</p>		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A

5.3	(a) Are you are part of a wider group or consortium (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below: <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the supplier completing the QQ</td> <td></td> </tr> </table>	Name of the organisation		Relationship to the supplier completing the QQ		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Name of the organisation								
Relationship to the supplier completing the QQ								
5.3.1	If yes, please provide holding / parent company accounts if available.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A				
5.3.2	If yes, would the holding / parent company be willing to provide a guarantee if necessary?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A				
5.3.3	If no, would you be able to obtain a guarantee elsewhere (e.g from a bank or other consortium member?). If Yes, please provide details below along with the supporting financial information for that party.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A				

• 6 - Technical and Professional Ability

Relevant experience and contract examples

Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the authority's requirement. Contracts for supplies or services should have been performed during the past three years. VCSEs may include samples of grant funded work.

You self-certify that the named customer contacts provided have been contacted by you and are prepared to provide (within 7 calendar days following a written request from the authority) written evidence to the authority to confirm the accuracy of the information provided below and a reference to confirm that their contract was satisfactorily performed.

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

In order to pass this section the you must provide detailed evidence as part of sections 6.1 to 6.4 and/or 6.5 to demonstrate that the you have the relevant core competencies set out below to be able to undertake a contract of the nature described in the RFP or ITT.

If you do not demonstrate this technical and professional capability by your responses and/or any references taken up by the authority confirms that one or more of the contracts have not been satisfactorily performed, you may be excluded from this Procurement Process. Where a supplier is excluded under this section 6, its tender response shall be rejected in full and will not be evaluated further and the Supplier will be disqualified from this Procurement Process.

Core Technical and Professional Competencies Required:

6.1	Name of customer organisation	Mandatory Response
-----	-------------------------------	---------------------------

6.2	Point of contact in customer organisation Position in the organisation E-mail address	Mandatory Response
6.3	Contract start date Contract completion date Estimated Contract Value	Mandatory Response
6.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.	Mandatory Response
6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this (e.g. your organisation is a new start-up). To include why you still feel that you have the technical and professional ability to perform the contract.		
<div></div>		

7 - Additional QQ modules (Self Certification)

Suppliers who **self-certify** that they meet the requirements for these additional modules will be required to provide supporting evidence to verify this if they are provisionally successful at the contract award stage.

Please check the relevant box to indicate a “Yes” or a “No” response.

8 – Declaration

<p>I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of Mandatory Response. Insert name of Supplier.</p> <p>I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.</p> <p>I also declare that there is no conflict of interest in relation to the authority's requirement.</p> <p>The following appendices form part of our submission;</p> <table border="1"> <thead> <tr> <th>Section of QQ</th> <th>Appendix number</th> </tr> </thead> <tbody> <tr> <td><div></div></td> <td><div></div></td> </tr> </tbody> </table>		Section of QQ	Appendix number	<div></div>	<div></div>
Section of QQ	Appendix number				
<div></div>	<div></div>				

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QQ COMPLETED BY		
8.1	Name	Mandatory Response
8.2	Role in organisation	Mandatory Response
8.3	Date	Mandatory Response
8.4	Signature	Mandatory Response

QQ – Template for Appendices

Appendix Number -	
QQ section -	
Question number -	
<div></div>	



Annex [3] Supplier Response

For the supply of Transcription of interview recordings to the British Council

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 (Submission Checklist) to acknowledge and ensure your submission includes all the mandatory requirements and documentation. The checklist must also be signed by an authorised representative.
4. Submit all mandatory documentation to Muhammad Ali Rajput (Muhammad.Ali2@britishcouncil.org.pk) and Furwa Baig (Furwa.Baig@britishcouncil.org.pk) by the Response Deadline, as set out in the Timescales section of the RFP/ITT document.

Part 1 – Supplier Response

1.1 Responses will be scored according to the methodology as set out in Evaluation Criteria section of the tender document.

1.2 Each requirement within this document is preceded by an instruction to the bidder specifying its relevance as follows:

Mandatory (M): Responses that do not meet any mandatory requirement may not be considered;

Desirable (D): Responses will be awarded marks for each desirable requirement that they satisfy;

Optional (O): Responses will be awarded marks for each optional requirement that they satisfy, but are considered to be of lesser importance than desirable requirements met;

Mandatory Response (MR): Requirements labelled ‘MR’ specify information that must be provided in the bidder’s response in order that the British Council can evaluate the bidder’s proposal. Failure to respond to any MR requirement will result in lower marks being awarded to the bidder;

Information (I): Requirements labelled ‘I’ provides information to the bidder and therefore need not be responded to.

Requirements with relevance **M**, **D** or **O** should be answered with a **Yes / No / Partial** response.

1.3 If the requirement is partially met, any additional detail provided will enable the British Council to make a fuller assessment on the capability to meet the requirement.

1.4 Please indicate if there is an additional cost implication in meeting a requirement, what this might be and if it has been included in the response to Annex [4] (Pricing Approach).

1.5 The following terminology is used throughout this section:

Relevant experience and skills

ID	Cat.	Requirement
Q01	[MR]	Experience in Urdu transcription in terms of the number of assignments completed. Also, provide details of the assignments completed.
		Supplier Response:
Q02	[IO]	Experience in Urdu interview transcription in terms of the number of assignments completed. Also, provide details of the assignments completed.
		Experience in 'verbatim' Urdu interview transcription in terms of the number of assignments completed. Also, provide details of the assignments completed.
		Experience in translating transcripts from Urdu to English in terms of the number of assignments completed. Also, provide details of the assignments completed.
		Experience in translating 'interview' transcripts from Urdu to English in terms of the number of assignments completed. Also, provide details of the assignments completed.
		Supplier Response:

Methodology and Approach

ID	Cat.	Requirement
MA01	[MR]	Outputs A description of the approach to verbatim transcription.
		Quality A description of checks to ensure verbatim transcription is done with minimum errors.
		Work plan A description of the work plan.
		Supplier Response:

Commercial

ID	Cat.	Requirement
Annex [4]	[I]	Please complete Annex [4] (Pricing Approach)
		Supplier Response: N/A

Part 2 – Submission Checklist

Insert Yes (Y) or No (N) in each box in the table below to indicate that your submission includes all of the mandatory requirements for this tender.

Important Note: Failure to provide all mandatory documentation may result in your submission being rejected.

Submission Checklist	
Document	Y / N
1. Completed Annex [2] (Qualification Questionnaire) and all associated documentation requested as part of that document	
2. Completed Ratio Analysis spreadsheet	
3. Audited Financial Accounts (the most recent two years)	
4. A tender response in accordance with the requirements of the RFP/ITT and as set out in Annex [3] (Supplier Response) to the RFP/ITT	
5. A pricing proposal completed in accordance with the requirements of the RFP/ITT and as set out in Annex [4] (Pricing Approach) to the RFP/ITT	
6. This checklist signed by an authorised representative	
7. Appendix A to this checklist in relation to information considered by you to be confidential / commercially sensitive	

I confirm on behalf of the supplier submitting the documents set out in the above checklist that to the best of our knowledge and belief, having applied all reasonable diligence and care in the preparation of our responses, that the information contained within our responses is accurate and truthful.

Supplier:	
Date:	
Name (print):	
Position:	
Signature:	
Title:	

Appendix A to Submission Checklist

Table of Information Designated by the supplier as Confidential and / or Commercially Sensitive

This table only needs to be completed if any information inserted as part of your tender response and in any accompanying documents is deemed by you to be confidential and/or commercially sensitive. Please note that the Confidentiality and Information Governance provisions of the RFP/ITT apply to any information designated as confidential and/or commercially sensitive.

No	Section of tender response which the supplier wishes to designate as confidential and / or commercially sensitive	Reasons as to why supplier considers this information confidential and/or commercially sensitive and why it should be exempt from disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or other relevant laws	Length of time during which supplier thinks that such exemption should apply

Annex 4 – Pricing Approach

Please provide the number of hours you can transcribe, the cost per hour of interview transcribed, and the total cost of transcription. The Supplier is expected to have the required hardware and software and therefore any relevant rental costs cannot be included. The Supplier is also expected to work remotely. Hence, no travel, boarding, and lodging costs can be included. Only the cost of transcription can be included in the pricing approach. If the time of interview recording exceeds 36 hours and the Supplier has applied for the complete 36 hours, the additional hours shall be charged according to the rate applicable to the transcription of 36 hours.

Number of hours to be transcribed	Costs per hour of interview transcribed	Total cost of transcription