

## Request for Proposal (RFP)

**For: Website and Facebook Page Development for Union Legal Aid Board**

**Date:** 9 April 2019

### 1 Overview of the British Council

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

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

1.3 The British Council employs over 10,500 staff worldwide. It has its headquarters in the UK, with offices in London, Manchester, Belfast, Cardiff and Edinburgh. Further information can be viewed at [www.britishcouncil.org](http://www.britishcouncil.org).

### 2 Introduction and Background to the Project / Programme

2.1 The European Union has contracted the British Council to deliver the rule of law and access to justice component of the Strengthening Governance in Myanmar/Burma Programme (DCI-ASIE/2014/037-333) through a delegation agreement through the implementation of **MyJustice** over four years (2015-2019).

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

The objectives of MyJustice are:

#### **Overall Objective:**

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

**Specific Objectives:**

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

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

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

2.2 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 goods and/or provide services at the British Council (MyJustice Programme) offices in Yangon and to the Union Legal Aid Board in its offices in Yangon and NayPyiTaw.

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 approximately 5 months, from 10 June 2019 to 10 November 2019.**

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

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

## **3.2 General Policy Requirements**

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable British Council policies relevant to the goods and/or services being supplied. All relevant British Council policies that suppliers are expected to comply with can be found on the British Council website (<https://www.britishcouncil.org/organisation/transparency/policies>). The list of relevant policies includes (but it is not limited to): Anti-Fraud and Corruption, Child Protection Policy, Equality, Diversity and Inclusion Policy, Fair Trading, Health and Safety Policy, Environmental Policy, Records Management, and Privacy.

## **3.3 General tender conditions (“Tender Conditions”)**

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

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

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the RFP and the supporting documents and in any related written or oral communication is believed to be correct at the time

of issue but the British Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the British Council.

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

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

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

3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the British Council completed in all areas and in the format as detailed by the British Council in Annex [2] (Supplier Response). Any documents requested by the British Council must be completed in full. It is, therefore, important that you read the RFP carefully before completing and submitting your tender response.

3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a complete new tender response in accordance with Annex [2] (Supplier Response) and these Tender Conditions.

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

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

- is received after the Response Deadline.

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

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

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

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

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

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

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

## 4 Confidentiality and Information Governance

4.1 All information supplied to you by the British Council, including this RFP and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

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

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

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

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

4.6 You should be aware of the British Council's obligations and responsibilities under the Disclosure Obligations to disclose information held by the British Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may

therefore have to be disclosed by the British Council under the Disclosure Obligations, unless the British Council decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part [2] (Submission Checklist) of Annex [2] (Supplier Response), you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the British Council should not and will not be bound by any such markings.

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

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

## **5 Tender Validity**

5.1 Your tender response must remain open for acceptance by the British Council for a period of sixty days from the Response Deadline. A tender response not valid for this period may be rejected by the British Council.

## **6 Payment and Invoicing**

6.1 The British Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the British Council must ensure

comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the British Council include:

- A description of the good/services supplied is included.
- The British Council Purchase Order number is included.
- It is sent electronically via email in PDF format to [BC.Invoices@britishcouncil.org](mailto:BC.Invoices@britishcouncil.org) or by post to:  
The British Council, Corporate Services – UK Hub Team, 10 Spring Gardens, London SW1A 2BN

## 7 Specification

7.1 The Legal Aid Law (No.10/2016, as amended 2017) establishes the Union Legal Aid Board (ULAB) with the responsibility of developing an effective national legal aid system to ensure fairness and equal rights in criminal proceedings, to reduce unlawful and unnecessary detention of the criminally accused, to educate the public about rights relating to legal aid, and to improve public trust in the justice system. As a newly established government institution, the ULAB wishes to develop an online presence to inform relevant governmental, international and community stakeholders of its mandate and activities, and promote greater understanding and access to legal aid across the country. As part of its support to strengthening legal aid provision in Myanmar, MyJustice is supporting the ULAB to develop a website and Facebook page. While the ULAB and its subsidiary offices will undertake community legal awareness activities offline in partnership with international and local development partners, and these efforts may be coordinated with the development of the online presence, activities relating to “offline” outreach are outside the scope of this assignment.

7.2 **The objective** is to develop a website and Facebook page for the Union Legal Aid Board and provide the ULAB with an appropriate solution for continuous management and updating of these pages. The website will provide the public in Myanmar with information about the new legal aid system, ULAB activities and select educational content about people’s rights under Myanmar law. The website and Facebook page will provide current news and updates about the ULAB’s activities and allow the public to contact the ULAB and subsidiary legal aid bodies directly for legal assistance.

7.3 **Requested services:** The following activities represent an indicative scope of work required in the achievement of the objective. The final scope of work and deliverables will be negotiated with the approved supplier during the contracting phase.

### **A. Ongoing liaison with the ULAB and strong project management to ensure timely delivery**

- a. Communicate directly with focal point at the ULAB in non-technical language
- b. Active oversight of project delivery

### **B. Concept development**

- a. Conduct a planning and design workshop to determine ULAB goals and confirm requirements for the website
- b. Graphic and User Interface Design



- i. Develop at least 2 design concepts for the website look and user interfaces including:
  - 1. Website layouts for homepage, landing pages, secondary and tertiary pages.
  - 2. Brand identity based on the ULAB's existing logo and mission.
- ii. Provide and/or purchase on behalf of the ULAB, stock photographs and images for use in the design of the website
- c. Content development support
  - i. Dedicated resources to supporting the ULAB to plan and create public-friendly content for website/Facebook pages. This may include copywriting for the ULAB.

### **C. Functional development**

- a. Propose an appropriate content management system for the continual updating of content to the website based on ULAB requirements and capacity.
- b. Configure, install, administer and support the content management solution agreed to by the ULAB
- c. Development of website functions including:
  - i. Ensure pages are optimised for viewing on mobile phone screens
  - ii. Template development for a maximum of eight main menu pages (including the home page) in Myanmar language and up to one page in English language
  - iii. Content digitisation from text, documents, PDFs and image files approved by ULAB
  - iv. News feed which automatically pushes content to the ULAB's Facebook page
  - v. Search capabilities
  - vi. Web analytics
  - vii. Links to related government websites and social media pages
  - viii. Forms through which users can contact the ULAB

### **D. Quality assurance testing and post-testing development**

- a. Conduct user testing with appropriate audiences
- b. Functional and quality assurance testing on website, including:
  - i. Browser support
  - ii. Operating systems
  - iii. Screen resolutions including responsiveness for mobile
  - iv. Assistive technologies
  - v. Text sizing
- c. Correct all defects identified during the testing phase
- d. Document test results and provide report to ULAB

### **E. Training and User Documentation**

- a. Develop a user guide for the website in non-technical language and images to explain:
  - i. how to maintain website features and functions
  - ii. how to use the content management system
  - iii. how to update the Facebook page
- b. Provide training for:
  - i. Use of the content management system
  - ii. Use of other software or tools used to maintain website features and functions
  - iii. Administration functions including, but not limited to, user access/password resets

- c. Provide training to ULAB staff on maintaining website features and functions
- d. Provide a refresher/troubleshooting training two months following the launch of the website

**F. Website hosting, maintenance and security**

- a. Based on the ULAB's requirements propose an appropriate solution for:
  - i. Website hosting and necessary subscriptions
  - ii. File and database backup and restore assistance
  - iii. Content management system security
- b. Once an appropriate solution is accepted by the ULAB, advise the ULAB on how to purchase the necessary subscriptions or services to deliver the solution
- c. Provide ongoing trouble-shooting for the ULAB staff for 3 months following launch

**G. Facebook page development**

- a. Based on website design concept chosen by the ULAB, propose a minimum of two design concepts for the ULAB's organisational Facebook page
- b. Migration of select content from the ULAB website to the Facebook page
- c. Propose simple guidance to aid subnational legal aid bodies to set up their own Facebook pages (i.e., minimum requirements for management, branding and content)
- d. Provide training to ULAB staff on how to update the Facebook page, including content that is automatically pushed through the website content management system
- e. Provide training to ULAB staff on social media strategy, managing comments and messages on Facebook, and managing risks related to use of social media

**H. Final Report**

- a. Based on the experiences of implementing this project, produce a final report in English and Myanmar language (maximum 5 pages in English) outlining continuing needs for the ULAB's website and Facebook management and make recommendations for how the ULAB can take the project forward

**7.4 Composition and qualification of the team:** The approved supplier will have responsibility for determining the overall team composition. The required qualifications for the approved supplier are as follows:

- a. University level qualification in software engineering, information management systems and related areas of study.
- b. Proven experience for a minimum of 5 years' experience in website development and social media management in Myanmar, particularly in working with governmental clients and international partners.
- c. Expertise in the development of online content management systems for public websites and social media platforms (particularly Facebook) requiring a high standard of data protection and security.
- d. Experience in managing relationships with governmental institutions in Myanmar, with a deep understanding of the context for implementation, realistic expectations for deliver, the ability to adapt and be flexible in response to local realities, and creative and pro-active strategies for resolving challenges.

- e. Strong communication skills and demonstrated experience of working effectively and sensitively with Myanmar government agencies, particularly with regard to training of government staff to ensure upkeep and maintenance of their website and social media pages.
- f. Strong understanding of public relations and communications principles and experience training public institutions/government on opportunities, risks and guidelines for engagement on social media platforms.
- g. Strong written and communication skills in English and Burmese.

## 7.5 Timeline

The project must be completed no later than 31 October 2019. An indicative timeline of key milestones, which will be finalised together with the approved supplier, follows:

Activity	June	July	Aug	Sept	Oct	Nov
<ul style="list-style-type: none"> <li>○ Design workshop conducted with ULAB and MyJustice</li> <li>○ Initial design concepts &amp; content management solution options presented to and selected by ULAB</li> </ul>						
<ul style="list-style-type: none"> <li>○ Content approved by ULAB and uploaded to website/Facebook pages</li> </ul>						
<ul style="list-style-type: none"> <li>○ Website/Content management system/Facebook page development</li> </ul>						
<ul style="list-style-type: none"> <li>○ Testing &amp; Post-testing development</li> </ul>						
<ul style="list-style-type: none"> <li>○ User Documentation finalised</li> </ul>						
<ul style="list-style-type: none"> <li>○ ULAB office staff training</li> </ul>						
<ul style="list-style-type: none"> <li>○ Final report submitted</li> </ul>						

**7.6 Application Requirements:** Potential suppliers are invited to submit maximum 12-page proposals (excluding CVs) using the template provided in Annex [3] (Proposal Template).

## 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 Not Used.

## 10 Key background documents and further information

10.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this RFP and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the RFP will not apply.

## 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	9 April 2019
Deadline for clarification questions ( <b>Clarification Deadline</b> )	26 April 2019
British Council to respond to clarification questions	1 May 2019
Deadline for submission of RFP responses by potential suppliers ( <b>Response Deadline</b> )	9 May 2019 1700 hrs Myanmar Time
Final Decision	15 May 2019
Contract concluded with winning supplier	10 June 2019
Contract start date	10 June 2019

## 12 Instructions for Responding

12.1 The documents that must be submitted to form your tender response are listed at Part [2] (Submission Checklist) of Annex [2] (Supplier Response) to this RFP. All documents required as part of your tender response should be submitted to [myjustice@mm.britishcouncil.org](mailto:myjustice@mm.britishcouncil.org), by the Response Deadline, as set out in the Timescales section of this RFP.

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

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the British Council.
- Do not submit any additional supporting documentation with your RFP response except where specifically requested to do so as part of this RFP. PDF, JPG, PPT, Word and Excel formats can

be used for any additional supporting documentation (other formats should not be used without the prior written approval of the British Council).

- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this RFP or its Annexes, all tender responses should be in the format of the relevant British Council requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a British Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

### **13 Clarification Requests**

13.1 All clarification requests should be submitted to [myjustice@mm.britishcouncil.org](mailto:myjustice@mm.britishcouncil.org) by the Clarification Deadline, as set out in the Timescales section of this RFP. The British Council is under no obligation to respond to clarification requests received after the Clarification Deadline.

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

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

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

### **14 Evaluation Criteria**

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

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



**Stage 2:** The completed Qualification Questionnaire (*if used*) will then be reviewed to confirm that the potential supplier meets all of the qualification criteria set out in the questionnaire. Potential suppliers that meet the qualification criteria will proceed to Stage 3. Potential suppliers that do not meet the qualification criteria set out in the Qualification Questionnaire (*if used*) may be excluded from the Procurement Process at this point. Where a potential supplier is excluded at this point, its tender response will be rejected in full and not evaluated further and the supplier will automatically be disqualified from this Procurement Process.



**Stage 3:** If a bidder succeeds in passing Stages 1 and 2 of the evaluation, then it will have its detailed tender response to the British Council's requirements evaluated in accordance with the evaluation methodology set out below. Information provided as part of Qualification Questionnaire (*if used*) responses may also be verified as part of this stage.

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

Criteria	Weighting
Relevant qualifications and experience of the organisation and team	45%
Proposed methodology and approach	45%
Commercial	10%

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
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<b>10</b>	<b>Excellent</b> – 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.
<b>7</b>	<b>Good</b> – 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.
<b>5</b>	<b>Adequate</b> – 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.
<b>3</b>	<b>Poor</b> – 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.
<b>0</b>	<b>Unacceptable</b> – 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 [3] (Proposal Template) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the British Council as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the British Council as part of the pricing approach, the British Council may reject the full tender response at this point. The British Council may also reject any tender response where the Overall Price for the goods and/or services is considered by the British Council to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

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

14.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology, which is also supported by any required verification evidence (to include, without limitation, any updated information or references relating to any Qualification Question responses) obtained by the Authority relating to any self-certification or other requirements referred to in the Qualification Questionnaire (*if used*). If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in the Qualification Questionnaire (*if used*) as a party prepared to provide such information, is not provided in accordance with any timescales specified by the British Council and/or any evidence reviewed by the British Council (whose decision shall be final) does not demonstrate compliance with any such requirement, the British Council may reject that tender response in full and disqualify the potential winning supplier from the Procurement Process at that point.

**List of Annexes forming part of this RFP (issued as separate documents):**

**Annex 1 - Terms and Conditions of Contract**

**Annex 2 – Supplier Response**

**Annex 3 – Proposal Template**