

## **Request for Proposal: Technical Assistance Project Delivery Consultants (As part of the Improving Work Opportunities for Young People in The Commonwealth Project, 'I-Work')**

**For:** A Technical Assistance Delivery Project Consultants in Malaysia, to work with a National Apprenticeship Expert and the British Council on developing a model for Apprenticeship in Technical and Vocational Education and Training (TVET). The consultants will be required to deliver the scheduled activities outlined by the National Apprenticeship Expert and the British Council, as stated in 3.3 and within timeline in Annex 4.

**Date:** 21 June 2019

### **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 promote a friendly knowledge and understanding between the people of the UK and people worldwide; making a positive contribution to all the countries we work with; and making a lasting difference to the UK's security, prosperity and influence. It seeks to achieve its aims by working in education, science, governance, English and the arts. In 2014-15, its programmes reached a total audience of 647 million people worldwide, up by 43 million from the previous year. The British Council also had a total turnover of £973 million, which was 13% higher than the previous year. Its income included a grant-in-aid of £155 million, £637 million from fees and income from services such as English teaching, exams administration and £164 million from contract activity, such as the management of client-funded contracts, and funding from a wide range of public and private sector partners.

1.2 The British Council was established in 1934 and incorporated by Royal Charter in 1940. It is registered as a charity in England and Wales (charity no. 209131) and Scotland (charity no. SCO37733). It is also an executive non-departmental public body, with the Foreign and Commonwealth Office as its sponsoring department.

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

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

1.4 The British Council works in more than 110 countries and territories around the world and employs over 7,000 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 I-Work Project

2.1 The British Council is delivering a project entitled 'Improving work opportunities for young people in the Commonwealth', (I-WORK). This Project directly supports A FAIRER FUTURE vision and strategy for the Commonwealth Summit and for the two-year period, 2018-2020, for the UK Chair of the Commonwealth. It is also fully aligned to Sustainable Development Goal 16, which all Commonwealth Member States have committed to.

A FAIRER FUTURE has five main actions:

1. Justice for all;
2. Democracy;
3. Transparency;
4. Fundamental freedoms;
5. Opportunities for next generation.

This project is primarily focused on 5. Opportunities for next generation, and in secondary terms will achieve impact against the remaining four.

This project will strengthen and renew relationships between the UK and Commonwealth member states and provide a platform for social and economic development. The focus will be on the youth objectives of the 18/20 Fund which aims to promote the interests of the 60% of the Commonwealth's population who are under 25. It will also support the 18/20 Fund themes of:

- Prosperity, fairness and sustainability, by fostering the conditions for young people to access employment and higher incomes and through employers having a better skilled workforce. Where there is a demand it will work in sectors that support sustainability
- Security and defence, by improving the labour market and reducing barriers to employment for young people, thus providing routes to more positive pathways and preventing youth becoming disenfranchised.

By promoting good practice, partnerships and mutual learning between Commonwealth member states at a policy and delivery level, the project will drive improved opportunities for youth whilst raising the knowledge and understanding of the Commonwealth and strengthening relationships with the UK

Skills gaps and youth unemployment constitute a significant barrier to economic growth, social cohesion and personal enfranchisement.

“Over the next decade a billion more young people will enter the job market, mainly in Asia and Sub-Saharan Africa. Already in around 40 African countries, over half of the population is under 20 years old.”

Our project will target countries in Sub-Saharan Africa and Asia - regions suffering from high youth unemployment and under-employment. These countries will be Ghana, India, Malaysia and South Africa. The demand for this project is clearly articulated in the countries' development plans and elsewhere.

The objective of the project is to improve the employment prospects of young people, including those from disadvantaged backgrounds, by piloting and introducing new approaches to employer led skills development. This will be achieved through support to policy development and reform linked with institutional strengthening and capacity building. Sustainability will be achieved by embedding learning and successful activity within policy making and institutional governance.

We will focus on three results strands which integrate work at system, institution and individual levels:

### **PARTNERSHIP STRAND**

1. Skills training centres implement more effective approaches to skills development which are employer led and more inclusive of disadvantaged groups

By supporting the engagement of industry directly with training provision we will help create improved conditions and provide a better experience for young people which will improve their employment prospects. We will support learning centres to have closer relationships with employers and deliver training that is relevant, as well as ensure that they are accessible and support disadvantaged groups of young people. Support for centres will be provided through grants enabling international partnership and leadership exchange projects between 50 institutions and training providers in the UK and target countries. Changes implemented as a result of the projects will lead to the improvement in the employment prospects of 10,000 learners at these institutions. This approach will enable sharing of experience and expertise and promote the Commonwealth to varied audiences.

### **APPRENTICESHIP STRAND**

2. New policies and approaches implemented which enhance Apprenticeship and work-related learning

We will research, benchmark and use grants to pilot competence-based Apprenticeship informed by sector experts. Working with government TVET Authorities we will benchmark the current system, identify areas for improvement and design and deliver technical assistance projects to Improve Apprenticeship policy, management and delivery. These projects will aim to address skills gaps and will through lesson learning and policy dialogue will lead to sustainable improvement in teaching and learning for the long term. Policy

dialogues and an online portal will enable sharing of an Apprenticeship Benchmarking Tool, good practice, and the pilot results across other Commonwealth countries.

## **ALL STRANDS**

### 3. Capturing and disseminating good practice across the Commonwealth

We will support the dissemination of lessons and good practice with institutions and policy makers in each country to encourage wider take-up of the practices identified and encourage adoption of good practice. Regional and international forums will provide a platform to share challenges and form networks of leaders from across the participating countries. We will also make materials created available online that can be accessed by representatives from all Commonwealth nations.

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 Specification**

### 3.1 Objective

***Under the Apprenticeship Strand, the I-Work Technical Assistance Project is aimed to develop an ideal Apprenticeship model to increase company participation in Apprenticeship programme.*** We will use an action-based research as a methodology to gather the response of companies in Manufacturing sector, advancing by producing a custom Apprenticeship model that creates a beneficial prospect for young people and participating companies.

### 3.2 Context

Apprenticeship are an issue of key interest to countries across the world as they seek to improve the effectiveness of their vocational education and training systems to meet increasing economic and social demands.

As noted in Section 2.1, skills gaps and youth unemployment constitute a significant barrier to economic growth, social cohesion and personal enfranchisement.

This project will target countries in Sub-Saharan Africa and Asia, including Ghana, India, Malaysia and South Africa. The demand for this project is clearly articulated in the countries' development plans and elsewhere and is briefly outlined below.

- Ghana: The African Economic Outlook notes that “While industry is the second largest contributor to Ghana’s GDP, its performance could be strengthened if industrial support policies and programmes were better targeted and measures to improve access to finance and tackle constraints related to skills and infrastructure could be prioritised.”

- India: The Asian Development Bank’s Education Sector report highlights the current situation stating “India’s weak human capital and skill base is a key binding constraint which needs to be addressed urgently in order to reap its demographic dividend and facilitate inclusive growth.”
- Malaysia: Chapter 5 of the eleventh Malaysia plan, 2016–2020 states that “The development of highly skilled human capital is essential to helping Malaysia make the shift towards higher-value and knowledge intensive activities, which are the hallmarks of an advanced nation. Investments in human capital are also vital to the improvement of personal wellbeing due to its many socio-economic benefits”. Recognising the need to elevate TVET learning to a higher level, a national-level Committee on the Empowerment of Technical and Vocational Education and Training (TVET) has been proposed to coordinate all aspects connected with TVET in the country, to be jointly coordinated by the Ministries of Education and Human Resources.
- South Africa: The Department of Higher Education and Training (DHET) is focusing on the development of the TVET and community college sectors as the ideal institutions to address the South African economy’s “dire need for technical and vocational skills.”

We have selected these countries as they are all engaged in skills reform and could benefit from international collaboration to enhance their Apprenticeship frameworks. These countries all have a large youth bulge which will leave them vulnerable to negative factors such as extremism and unrest if work opportunities are not enhanced.

As stated in Section 2.1, the objective of the project is to improve the employment prospects of young people, including those from disadvantaged backgrounds, by piloting and introducing new approaches to employer led skills development. This will be achieved through support to policy development and reform linked with institutional strengthening and capacity building. Sustainability will be achieved by embedding learning and successful activity within policy making and institutional governance. Each national expert will lead on one of the selected countries.

### 3.3 Scope

The proposed Technical Assistance Project Delivery Consultants will:

Expected Deliverables	Responsibility
<b>Stage 1</b>	
<ol style="list-style-type: none"> <li>1. Engage with the Human Resource Development Fund (HRDF) and Malaysian Investment Development Authority (MIDA), to access their data to compile a list of 100 manufacturing companies (equal representation of SMEs, MNEs and GLCs) to be surveyed. – The targeted response rate is 70% of the total list.</li> <li>2. Design and establish an online survey that aims to identify manufacturing company perspectives on engaging in Apprenticeship. (Different type of questionnaires to ensure unbiased response, platform host establishment, information management and content development.)</li> <li>3. Disseminate the Online Survey via an appropriate platform host.</li> <li>4. Produce reports for Stage 1 deliverables: -               <ol style="list-style-type: none"> <li>a. Two update reports on response levels within 30 days of disseminating the survey.</li> <li>b. One final report as a Stage 1 summary.</li> </ol> </li> </ol>	<p>Delivery: TA Consultants</p> <p>Advisory: National Apprenticeship Expert &amp; British Council</p>
<b>Stage 2</b>	
<ol style="list-style-type: none"> <li>1. Based on the survey response from Stage 1, engage with six companies (three which have Apprenticeship experience and three without) to develop an ideal model for offering Apprenticeship.</li> <li>2. Together with the companies, develop ideal models and gauge the extent to which they are willing to offer this Apprenticeship model as part of their practice. (“Participate or Non-Participate”)</li> <li>3. Simultaneously, engage with the Department of Skills and Development (DSD) and the Malaysian Qualification Agency (MQA) to identify existing national standards for Apprenticeship model and ensure the ideal model is in alignment with the regulations or frameworks.</li> <li>4. Produce a report for Stage 2 deliverables.</li> </ol>	<p>Delivery: TA Consultants</p> <p>Advisory: National Apprenticeship Expert &amp; British Council</p>
<b>Stage 3</b>	
<ol style="list-style-type: none"> <li>1. Deliver a Stakeholder Workshop to present the findings of the Technical Assistance Project and gain support for the new Apprenticeship models from policymakers and key TVET Leaders in Malaysia.</li> <li>2. Produce a final Technical Assistance Project Report.</li> </ol>	<p>Delivery: TA Consultants</p> <p>Advisory: National Apprenticeship Expert &amp; British Council</p>

The timeline of the deliverables is provided in Annex 4 of the RFP page.

## 4 Qualification Requirements

The successful candidate(s) will possess an in depth understanding of Apprenticeship and TVET policy in Malaysia. They will have proven ability to conduct impactful, insightful research aligned to significant expertise in Skills Development and Technical and Vocational Education Technical Assistance.

The ability to analyse the current policy landscape in a different context and working with stakeholders to deliver the Technical Assistance Project as per **3.3**. The successful candidate will have experience of working in the Malaysian TVET Sector and ideally will have a strong understanding of the strategic implications of apprenticeship reform. They will also have significant expertise and experience in working with a range of Vocational Education institutions, ideally both employers and training providers. They should have strong knowledge of a range of TVET initiatives and methodologies and be able to work with a diverse group of proposed partners as well as suggesting their own. The expected knowledge skills and experience of the Technical Assistance Project Delivery Consultants are as follow:

- Extensive experience and knowledge of apprenticeship policy, delivery and implementation in Malaysia.
- Excellent written and verbal communication skills in English.
- Knowledge of developing survey in action-research, analysing data, developing reports and conducting focus group discussions.
- Track records in delivering impactful projects.
- Have the capacity and resources to complete the project deliverables within timeline of 7-months.  
(24 January 2020)

The intellectual property generated during the course of this project is to be transferred to the British Council. The terms and conditions for this arrangement will be stipulated in the eventual contract with the supplier.

**The Supplier response in Annex 2 invites bidders to provide a quote for the number of days and a day rate that they anticipate being necessary to fulfil the above scope and specification.**

4.1 The work must be completed by 24 January 2020.

4.2 Intellectual property: The British Council will retain full ownership of any intellectual property created as part of this contract, including any amendments, revisions or edits.

## 5 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**”).

### 5.1 Contracting requirements

5.1.1 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>).

5.1.2 The appointed supplier will be expected to deliver the goods and/or provide services at the British Council offices in Kuala Lumpur, Malaysia.

5.1.3 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.

5.1.4 The Contract awarded will be for the duration between 26 July 2019 and 31 January 2020.

5.1.5 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.

5.1.6 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.

### 5.2 General Policy Requirements

5.2.1 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.



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

5.3.1 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.

5.3.2 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.

5.3.3 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.

5.3.4 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.

5.3.5 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.

5.3.6 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.

5.3.7 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.

5.3.8 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.

5.3.9 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.

5.3.10 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.

5.3.11 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.

5.3.12 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.

5.3.13 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.

5.3.14 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.

## **6 Confidentiality and Information Governance**

6.1 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.

6.2 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.

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

6.4 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.

6.5 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**”).

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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. \

## **7 Tender Validity**

7.1 Your tender response must remain open for acceptance by the British Council for a period of 30 days from the Response Deadline. A tender response not valid for this period may be rejected by the British Council.

## **8 Payment and Invoicing**

8.1 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 [Rifhan.Rozlan@britishcouncil.org.my](mailto:Rifhan.Rozlan@britishcouncil.org.my) or by post to:

The British Council  
Attn to: Education, Arts and Society  
Ground Floor, West Block  
Wisma Golden Eagle Realty,  
142C Jalan Ampang  
50450 Kuala Lumpur  
Malaysia

## **9 Mandatory Requirements / Constraints**

9.1 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.

9.2 Suppliers are invited to formulate a proposal that represents value for money. The proposed cost does not include flights, transport, accommodation and subsistence, which will be covered separately by the British Council. Value for money remains a key consideration in assessing applications, and consultants are required to state their SST status in their financial response in Annex 4 – Pricing Approach.

9.3 Travel and Expenses:

Please note that all travel, meals and accommodation costs will be paid separately in line with British Council policy and are therefore not required to be included in your proposed costs within Annex 4 – Pricing Approach.

## 10 Timescales

10.1 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	21 June 2019
Deadline for clarification questions ( <b>Clarification Deadline</b> )	28 June 2019 by 17:00
British Council to respond to clarification questions	1 July 2019 by 17:00
Deadline for submission of RFP responses by potential suppliers ( <b>Response Deadline</b> )	19 July 2019 by 17:00
Interview/Evaluation and Final Decision	22 July 2019
Contract concluded with winning supplier	24 July 2019
Contract start date	26 July 2019

## 11 Instructions for Responding

11.1 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 [Rifhan.Rozlan@britishcouncil.org.my](mailto:Rifhan.Rozlan@britishcouncil.org.my) the Response Deadline, as set out in the Timescales section of this RFP.

11.2 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.

## 12 Clarification Requests

12.1 All clarification requests should be submitted to [Rifhan.Rozlan@britishcouncil.org.my](mailto:Rifhan.Rozlan@britishcouncil.org.my) 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.

12.2 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.

12.3 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.

12.4 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.

## 13 Evaluation Criteria

13.1 Your tender response will be 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. Responses that have been 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:** If a bidder succeeds in passing Stage 1 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.

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

Criteria	Weighting
Knowledge and Experience	40%
Methodology and Approach	30%
Monitoring and Evaluation	15%
Costs	15%

13.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 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	<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.
7	<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.
5	<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.
3	<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.
0	<b>Unacceptable</b> – The response is non-compliant with the requirements of the RFP and/or no response has been provided.



13.4 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of Annex 3: 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.

13.5 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.

13.6 The shortlisted tender response(s) – The shortlisted tender response(s) shall be the highest percentage score out of 100 when applying the above evaluation methodology.

**Stage 3: Interview.** The shortlisted tender response shall undergo final evaluation and verification of evidence via interview.

If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in Stage 2 and 3 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 – Pricing Approach**

**Annex 4 – Project Activity Schedule/Timeline**