

## **Request for Proposal (RFP)**

**For:** Co-researcher for the Social Innovation and Social Entrepreneurship Research and Teaching Landscape Survey in Malaysia, Indonesia, Philippines, and Vietnam.

**Date:** 17 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 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](http://www.britishcouncil.org).

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

2.1 The British Council's Global Social Enterprise programme draws on the UK experience in social enterprise to promote its growth around the world. We build capacity in the sector, forge international networks, and support policy leaders to create ecosystems in which social enterprise and social investment can thrive. Our work supports positive social change, inclusive growth and sustainable development while building trust and creating opportunities between the UK and other countries.

Currently running in 31 countries and on four continents, the programme: provides aspiring and existing social enterprises with skills training, consultancy, mentoring and access to funding; disseminates best UK and global practice to support policy leaders to create enabling ecosystems for social enterprise and investment; supports education institutions to embed social enterprise, exchange best practice, and deliver joint research on social enterprise; facilitates the use of social enterprise approaches in international development programmes; commissions research and organises high profile events that foster social enterprise and social investment, and; builds international networks linking social entrepreneurs, intermediary organisations and social investors.

### **Social enterprise education and research**

Recognising the critical role that education can play in fostering entrepreneurship and social responsibility, we have developed a programme to support the development of social innovation and social entrepreneurship in universities in four countries (Indonesia, Malaysia, Philippines, and Vietnam).

Drawing on our extensive experience in international higher education, we help universities to incorporate social enterprise in their curricula, engage with the social enterprise sector and collaborate on joint research. By involving them in our programmes, we help them to highlight the role of social enterprises education and research within their national education sectors and make changes which support social enterprise.

This is a rapidly growing field: by one recent estimate, 70 of the UK's 168 universities and higher education institutions have a significant amount of social enterprise activity. The drivers for this include student demand for marketable skills and desire to contribute to society; the growth of social enterprise globally; and the universities' mission to support their local communities.

The British Council have partnered with SERIO and Futures at Plymouth University on a series of studies that examine the benefits and challenges of partnership between higher education institutions and social enterprises in 12 countries and territories: Canada, East India, Greece, Hong Kong, Kenya, Mexico, Pakistan, Slovenia, South Africa, Thailand, UK, and US state of California. Separately, we

have published mapping studies of social enterprise and social entrepreneurship in Myanmar, Ghana, Greece, India, Morocco, Ethiopia, Philippines, Indonesia, Malaysia, Vietnam, Pakistan and Sri Lanka. We also produce “insight reports” based on learning from our work including the influential report *Think Global Trade Social* which looks at the critical role social enterprises can play in helping to achieve the SDGs.

Through such activity, we share knowledge and contribute thought leadership to the emerging global narrative on social value. This provides a framework for dialogue on the role of trust, opportunity and cultural relations and on promoting social value.

### **Our work in East Asia**

The British Council has launched a three-year programme (2018 – 2021) entitled “**Supporting the Conditions for Growth for Social Enterprise and Entrepreneurship in East Asia**”, the programme is funded by the British Council and partly co-funded by Corporates and is being delivered by the British Council.

Supporting the Conditions for Growth for Social Enterprise and Entrepreneurship in East Asia, has the following overall objectives:

- Develop a body of research-evidence and insights to support the development of interventions; policy and practice in East Asia
- Develop the knowledge and skills in social entrepreneurship and social leadership targeting aspiring and early career social entrepreneurs; CSO’s, university students and academia and policy makers
- Strengthen collaboration and networks in the region with the UK for social entrepreneurs; academia; civil society; business; government
- Increase the knowledge and awareness of the public towards social enterprise and entrepreneurship and social consumerism

The programme will work in partnership with the different organisations include academic communities in those countries to support and promote the growth of social innovation both as a culture and leadership approach and as a field of research and action.

Following on from the published mapping studies of social enterprise and social entrepreneurship in Indonesia, Malaysia, Philippines and Vietnam in 2018-19, we would like to carry out a mapping studies of social innovation and social enterprise in higher education landscape in those countries in the second year of the programme 2019-20. It will be focussed in the following components:

- 1) **Baseline Survey** – understanding the existing social innovation and entrepreneurship research and teaching landscape at higher education institutions in Indonesia, Malaysia, Philippines, and Vietnam.
- 2) **Communicating Impact and Building global collaboration** – The Social Innovation and Education Forum

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: [www.britishcouncil.org/organisation/structure/status](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 offices in Malaysia.

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 6 months which is commencing in July 2019 with an option for an extension for up to an additional 30 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 ([www.britishcouncil.org/organisation/transparency/policies](http://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 Council 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 thirty 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 [Eisya.Azman@britishcouncil.org.my](mailto:Eisya.Azman@britishcouncil.org.my) or by post to:

The British Council  
 Attn. Eisya Azman  
 Ground Floor, West Block  
 Wisma Golden Eagle Realty  
 142C Jalan Ampang  
 50450 Kuala Lumpur

## 7 Specification

The British Council is conducting a survey on understanding the existing social innovation and entrepreneurship research and teaching landscape at higher education institutions in Indonesia, Malaysia, Philippines and Vietnam. **We require a local research team from a Malaysian Higher Education Institution to work with UK-based lead researcher in designing and administering the survey to higher education institutions in Malaysia.**

The survey should be designed to provide a comprehensive analysis of existing social innovation and social enterprise activities in research, teaching and incubation. The study should analyse gaps in knowledge and capacity and future ambitions of the academic community in this area. The researchers are expected to propose a future agenda, which will:

- Provide a blueprint for future academic research of an applied nature
- Provide recommendations to strengthen the quality of the teaching of social innovation both for curricula and extra curricula programmes
- Set out a strategy to support more graduates to pursue career pathways that relate to social innovation

The survey should also measure proxies to gauge the levels of trust and collaboration that currently exist across academic disciplines, between universities and between universities and society. The survey is designed to both be a publicly available document which will inform strategy, and policy for higher education institutions around social innovation and social entrepreneurship.

The survey will be supported by local research teams in the four countries and a Taskforce Group/ Advisory Group, who will play a strategic advisory role.

The successful supplier will be expected to deliver the following outputs:

### **Output 1 – Methodology and approach**

To provide local input to UK lead researcher on the design of methodology and approach for the survey administration in country. This should include:

- Input on methodology to assess the quantity of social innovation and social entrepreneurship related research in the country, the approach should assess: i) academic ii) practitioner and iii) policy-oriented research. The approach should also assess the extent to which government policy supports social innovation and social entrepreneurship.
- Input on online survey tool to gather data around social innovation research trends and future priorities amongst the academic community in four countries.
- Translation and adaptation of survey tools from English to Malay
- Input on methodology and tools to deliver a series of focus groups with the academic community in four countries to assess social innovation, social enterprise research trends and to understand barriers to collaboration.
- Input on methodology and tools to assess the quantity and quality of teaching of social innovation and social entrepreneurship and related courses and programmes in four countries, the strategy should include both credit bearing and non-credit bearing/extra curricula programmes.
- Input on methodology and tools to assess the quantity and quality of incubation of social innovation and social enterprise in four countries and to understand barriers to attract the interest from students.

### **Output 2 – Data collection and analysis**

- Working with UK lead researcher for 3 – 5 days. This will include on-the-job training for local research teams on research methodology, consultation workshop and stakeholder meetings.
- Conducting the data collection with the supervision of UK lead researcher. This will include online, offline, face-to-face (f2f) interviews, focus groups, etc.
- Initial analysis data with close supervision of UK lead researcher

### **Output 3 – Final report and presentation**

- Writing the first draft of the Comprehensive Report (Long Form Report) with the close supervision of UK lead researcher.

- Presenting the findings of the survey at a minimum of one project related events in the country (details to be confirmed later).

It is expected that the methodology will be tested and revised with the Project Consortium, Project Steering Committee and a taskforce/advisory group. This will be the first study of its kind in the country and globally there is limited understanding of the research landscape around social innovation and social entrepreneurship in higher education institutions, so the study itself is anticipated to make an important contribution to furthering these two fields in East Asia.

The duration of the project will be a maximum of 6 months from the project start date. The survey report is expected to be completed by 28 February 2020.

### **Further Reading and examples of similar studies**

[Exploring the Research Landscape of Social Innovation](#)

[Exploring the Landscape of Social Impact Investment Research](#)

[Exploring the Landscape of Social Enterprise in Indonesia, Malaysia, Philippines, Vietnam](#)

## **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 by sharing CVs/profiles of your team. 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

- [Social Enterprise in a Global Context: The Role of Higher Education Institutions](#)

- [Social Enterprise and Higher Education in 12 Countries and Territories](#)
- [Social Entrepreneurship in Education: Empowering the Next Generation to Address Society's Needs](#)
- [The State of Social Enterprise in Malaysia](#)

## 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	Monday 17 June 2019
Deadline for clarification questions ( <b>Clarification Deadline</b> )	Monday 24 June 2019
British Council to respond to clarification questions	Thursday 27 June 2019
Deadline for submission of RFP responses by potential suppliers ( <b>Response Deadline</b> )	Wednesday 10 July 2019
Final Decision	Friday 19 July 2019
Contract concluded with winning supplier	Friday 26 July 2019
Contract start date	Monday 29 July 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 (maximum size of 8 MB) should be submitted to [social.enterprise@britishcouncil.org.my](mailto:social.enterprise@britishcouncil.org.my) 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 [social.enterprise@britishcouncil.org.my](mailto:social.enterprise@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.

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
Quality – knowledge and experiences	40%
Methodology and Approach	40%
Commercial – Pricing approach	20%

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	<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.

14.4 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.

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 – Pricing Approach**

**Annex 4 – Supporting condition for Social Enterprise Development in South East Asia  
Programme: objectives; outcomes; theory of change and the programme logic**