Request for Proposal (RFP)

For: Consultancy Service for organizational policy preparation and training delivery on Safeguarding to Authority for Civil Society Organizations (ACSO)

Date: 17 December 2021

1 Overview of the British Council

1.1 The British Council builds connections, understanding and trust between people in the UK and other countries through arts and culture, education and the English language. We help young people to gain the skills, confidence and connections they are looking for to realise their potential and to participate in strong and inclusive communities. We support them to learn English, to get a high-quality education and to gain internationally recognised qualifications. Our work in arts and culture stimulates creative expression and exchange and nurtures creative enterprise.

1.2 We connect the best of the UK with the world and the best of the world with the UK. These connections lead to an understanding of each other's strengths and of the challenges and values that we share. This builds trust between people in the UK and other nations which endures even when official relations may be strained.

1.3 We work on the ground in more than 100 countries. In 2019-20 we connected with 80 million people directly and with 791 million people overall, including online and through our broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body. Further information can be viewed at www.britishcouncil.org.

2 Introduction and Background to the Project / Programme

2.1 The Civil Society Support Programme Phase2 (CSSP2) is a capacity development programme designed to support Ethiopia’s civil society to contribute to responsive and accountable governance for better equitable and inclusive access to services and improved environment for the promotion and protection of the human rights of all Ethiopians.

The purpose of the call is to invite interested and competent consulting firms/service providers with relevant qualification and experience on safeguarding. The consultant/s should prepare clear and implementable organizational safeguarding policy for the federal level government institution, Authority for Civil Society Organizations (ACSO). The policy must align with existing policies and directives and meet
the standards of the institution. The call also aims to provide orientation of the policy to the general staffs, prepare a ToT training material comprised of PowerPoint presentation (PPP), supporting handouts and simplified facilitator’s note on the approved safeguarding policy. Moreover, the consultant should deliver the ToT to 25 key personnel of the institution. CSSP2 has allocated a total of 20 maximum working days for the tasks- policy development, providing orientation on policy, ToT preparation and delivery, and developing an exit report.

2.3 The purpose and scope of this RFP and supporting documents is to explain in further detail the requirements of the British Council and the process for submitting a proposal in response to this RFP (“Proposal”).

3 Proposal Conditions and Contractual Requirements

This section of the RFP sets out the British Council’s contracting requirements, general policy requirements, and the general conditions relating to this procurement process (“Procurement Process”).

3.1 Contracting requirements

3.1.1 Contracting authority: the British Council which includes any other companies and 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 Delivery location for goods and/or services: the British Council offices in Civil Society Support Programme Phase Two (CSSP2) Africa Avenue, Bole Road, next to Ethiopian Skylight Hotel, 6th floor on the SEVITA Building Addis Ababa Ethiopia

3.1.3 Duration: 20 days

3.1.4 Contractual terms: As set out at Annex 1 Terms and Conditions of Contract (“Contract”). By submitting a Proposal, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment. Once the Contract is awarded, there will be no changes allowed to the Contract (except in accordance with the provisions of the Contract). Any clarification questions in relation to any aspect of this Procurement Process and the associated documentation should be submitted in accordance with the process set out in paragraph 12 (Clarification Requests). Only changes which relate to the correction of ambiguity or manifest error in relation to the terms of the Contract will be considered and, if necessary, the British Council may, when issuing its response to clarification questions, reissue Annex 1 to reflect such changes. Any proposed amendments received from a potential supplier as part of its Proposal shall entitle the British Council to reject that Proposal and to disqualify that potential supplier from this Procurement Process.
3.2 General Policy Requirements

3.2.1 By submitting a Proposal, you confirm that you will, and that you will 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).

3.3 General Proposal conditions (“Proposal Conditions”)

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

3.3.2 Third party verifications – Your Proposal 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 Proposal 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 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. No liability (save for fraudulent misrepresentation) is accepted for its accuracy, adequacy or completeness and no warranty is given as such.

3.3.4 Potential suppliers to make their own enquiries – 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. The clarification process set out in paragraph 12 should be used for any queries in relation to 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 and if appropriate, the Response Deadline shall, at the discretion of the British Council, be extended.

3.3.6 Compliance of Proposal – 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 Proposal 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 Compliance with the terms of the Contract – The successful supplier must comply with the Contract as set out in Annex 1 without any amendment (save as described in paragraph 3.1.4).
3.3.8 Format of Proposal – Proposals must comprise the relevant documents as detailed by the British Council in Annex 2 (Supplier Proposal- Technical and Pricing Approach) completed in accordance with relevant all instructions. Any documents requested by the British Council must be completed in full. It is important that you read the RFP carefully before completing and submitting your Proposal.

3.3.9 Modifications to Proposals once submitted – You may modify your Proposal prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a completely new Proposal in accordance with Annex 2 (Supplier Proposal) and these Proposal Conditions.

3.3.10 Disqualification – If you breach these Proposal 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 Proposal apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process or 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 Proposal;
- 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;
- 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 Proposal Conditions) or from another potential supplier or another Proposal,

the British Council shall be entitled to reject your Proposal in full and to disqualify you from this Procurement Process. Subject to paragraph 3.3.1 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 Proposal costs – You are responsible for obtaining all information necessary for preparation of your Proposal and for all costs and expenses incurred in preparation of the Proposal. Subject paragraph 3.3.15, you accept by your participation in this Procurement Process, including without limitation the submission of a Proposal, that you will not be entitled to claim from the British Council any costs, expenses or liabilities that you may incur in submitting a Proposal irrespective of whether or not your Proposal is successful.

3.3.12 Rights to cancel or vary this Procurement Process – Nothing in this Procurement Process will bind the British Council 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 in writing. Subject to paragraph 3.3.15, the British will have no liability for any losses, costs or expenses you incur as a result of such actions.

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 Proposal Conditions and the requirements of this RFP.

3.3.14 **Liability** – Nothing in these Proposal 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 Proposal) 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 Proposal. 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 The British Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your Proposal, to any employee, third party agent, adviser or other third party involved in the Procurement Process 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.

4.4 The Freedom of Information Act 2000 ("FOIA"), EU General Data Protection Regulation (GDPR) 2015, the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies apply to the British Council (together the "Disclosure Obligations").

4.5 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.

5 Proposal Validity

5.1 Your Proposal must remain open for acceptance by the British Council for a period of 30 days from the Response Deadline. A Proposal 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 haimanot.kagnew@cssp2-et.org

7 Specification

1. Background

The Civil Society Support Programme Phase2 (CSSP2) is a capacity development programme designed to support Ethiopia’s civil society to contribute to responsive and accountable governance for better equitable and inclusive access to services and improved environment for the promotion and protection of the human rights of all Ethiopians.

CSSP2 is funded by the people of United Kingdom, Ireland, Sweden, and Norway. The value of the fund is about £17m for programme and its duration is extended to March 31, 2022. The programme is managed by the British Council, in consortium with Pact UK and Social Development Direct. To provide closer support to CSOs, the programme has a regional Hub in Hawassa in addition to its secretariat base in Addis Ababa. CSSP2 core thematic areas are Gender Transformation, Young People, and Citizen-State Engagement.

Safeguarding is one of the cross-cutting elements of the program which provides support to CSOs and government partners, with the aim of enhancing the culture of safe working environment within their respective organization. All CSSP2 CSO partners have met minimum mandatory requirements on safeguarding matters and the programme is now working to deepen and scale up such culture among others during the extension period. CSSP2 wants to deploy a consultant who will support one of CSSP2’s government partners in the preparation of organizational safeguarding policy, orientation of the general staff on the approved policy, developing a ToT material and facilitating a ToT on the safeguarding policy to selected staffs.
Objectives of the consultancy

i. The consultant/s will prepare clear and implementable organizational safeguarding policy for the federal level government institution, Authority for Civil Society Organizations (ACSO). The policy must align with existing policies and directives and meet the standards of the institution.

ii. The consultant will also provide orientation of the policy to the general staffs, prepare a ToT training material comprised of PowerPoint presentation (PPP), supporting handouts and simplified facilitator's note on the approved safeguarding policy.

iii. Moreover, the consultant will deliver the ToT to 25 key personnel of the institution.

CSSP2 has allocated a total of 20 maximum working days for the tasks- policy development, providing orientation on policy, ToT preparation and delivery, and developing an exit report.

Role and Specific Tasks

The consulting firm/service provider will have the following roles and specific tasks.

i. Take part in meetings and introductory orientation session organized for the execution of the assignment;

ii. Conduct series of consultative meetings with the ACSO staff and management to understand the need and collect relevant documents for this assignment

iii. Review documents and systems, present issues for further clarification to the institution and CSSP2 as appropriate and incorporate inputs accordingly

iv. Develop and submit the first draft safeguarding policy in English and Amharic for feedback

v. Address inputs from feedback and present the revised versions for review

vi. Provide orientation for the general staffs on the approved safeguarding policy

vii. Prepare ToT material (PPPs, handouts and simplified facilitator's guide)

viii. Receive feedback on the ToT materials and address accordingly

ix. Based on the approved ToT materials facilitate 5 days ToT to 25 staffs of the institution and test the materials

x. Based on the learning from the testing revise the ToT material and submit the final training materials package

xi. Prepare and submit the closure report including the process and learning from the assignment

Selection Procedure and Requirements

Selection of consulting firms/service providers will be based on the following criteria.

Relevant experience and qualification.

i. A thorough understanding of the civil society sector in Ethiopia, mandates and working culture of federal level government institutions (preferably ACSO), and the recent CSO proclamation (1113/2019) are mandatory.

ii. Having expert level knowledge and experience in Safeguarding, policy development, ToT material development and delivery of training are also critically important.

iii. Working on safeguarding with government institutions will be an asset.


v. A thorough knowledge of the current context of civil society sector and government institutions in Ethiopia are crucial. Demonstrated experience in policy development and handling training of trainers related matters are also crucial.
Additional requirements:
1. At least 4 years of relevant professional experience in policy development to government institutions and/or CSOs organizations
2. At least 5 years of creditable professional experience in the preparation of training of trainers materials, adult learning principles and facilitating ToTs,
3. At least 5 years demonstrated experience in full-fledged organizational safeguarding policy preparation
4. Demonstrated relevant experience in reviewing different organizational policies and producing new policy that complement and/or support the existed organizational policies
5. Demonstrated experience on safeguarding related matters with government institution including ACSO is a PLUS
6. Fluency in speaking, reading and writing in Amharic and English languages

Applicants will be assessed based on information/evidence in their application and interview with short-listed candidates to ensure that applicants possess the required skills, sufficient professional experience, and competency to deliver tasks with limited/no close follow up from CSSP2

Deliverables

The awarded consultant will be expected to prepare and submit the following:

i. Inception report/workplan that clearly shows what, how and when to be delivered for approval by feedbacks from ACSO and CSSP2
ii. Draft organizational safeguarding policy to ACSO
iii. Revised draft organizational safeguarding policy based on feedbacks from ACSO and CSSP2
iv. Final organizational safeguarding policy as per the agreed upon version
v. Provide orientation on the approved organizational safeguarding policy to the general staffs
vi. Draft ToT materials including PPPs, handouts and simplified facilitators’ note
vii. Revised draft ToT materials based on feedbacks from ACSO and CSSP2
viii. Final draft ToT materials as per the agreed upon version for the delivery of ToT
ix. Delivery/testing of the ToT session for 5 days
x. Revised final ToT material including PPPs, handouts and facilitators as per learnings from the delivery of ToT
xi. Closure report that shows the process, major achievements, challenges, areas for improvement and recommendation from this assignment, maximum of 2000 words approved by the government institute

Place and Duration of the consultancy service

The Consultant will be required to work in the government institute and CSSP2, both located in Addis Ababa as per the agreed upon and approved inception report. The government institute will assign responsible staffs as per the requirements of the consultant, but also may delegate team for regular and closer engagement to this assignment. CSSP2 also will assign technical experts for the provision of technical support and follow up to this assignment.

The assignment will start immediately after the signing of the contractual agreement and will continue for not more than two months. The maximum working hours to this assignment is estimated 20 days.
Conflict of Interest
In order to ensure the impartiality of service providers, the consulting firms/individual service providers should be independent from the institutional structure of the Programme (CSSP2), the government institute (receiving this service) CSOs and other parties involved. Service provider will be required to sign a declaration of conflict of interest and safeguarding policy of CSSP2. The selected consulting firm/service provider must demonstrate appropriate ethical conduct and must respect the confidentiality of the information and documents to which they will have access in the government institute and CSSP2. If the consultancy will be delivered in more than one personnel, it should be clearly stated, each member should sign for the conflict of interest and the applying team composition must be adhered throughout the time, if the firm wins.

Coordination, Reporting and Liaison
The consultant will be working in closely with the top leadership of the ACSO and CSSP2. Overall guidance to be provided by the top leaders of the institute and Team Leader of CSSP2 where they may delegate as appropriate. For the regular and closer coordination assigned staffs of the government institute and technical experts of CSSP2 will be specified in the contractual agreement to be signed with the successful candidate.

8 Mandatory Requirements / Constraints

8.1 As part of your Proposal, 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. Failure to comply with any mandatory requirements or constraints shall entitle the British Council to reject a Proposal.

9 Key background documents

9.1 Further relevant background documents / information may be provided to potential suppliers as an Annex to this RFP and/or by way of the issue of additional documents / links to additional information / documents. Please view list of Annexes at the end of this document.

10 Timescales

10.1 Subject to any changes notified to potential suppliers by the British Council in accordance with the Proposal Conditions, the intended timescales applicable to this Procurement Process are:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date / time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued to bidding suppliers</td>
<td>17 December 2021</td>
</tr>
<tr>
<td>Deadline for clarification questions (Clarification Deadline)</td>
<td>27 December 2021</td>
</tr>
<tr>
<td>British Council to respond to clarification questions</td>
<td>29 December 2021</td>
</tr>
<tr>
<td>Deadline for submission of Proposals by potential suppliers (Response Deadline)</td>
<td>03 January 2022</td>
</tr>
</tbody>
</table>
11 Instructions for Responding

11.1 The documents that must be submitted to form your Proposal are listed at Part 2 (Submission Checklist) of Annex 2 (Supplier Proposal) to this RFP. All documents required as part of your Proposal should be submitted to memekiya.woldegerima@et.britishcouncil.org while copying: haimanot.kagnew@cssp2-et.org and Christopher.Odida@britishcouncil.or.ke by 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 Proposal in response to this RFP:

- Please ensure that you send your submission in good time to prevent issues with technology – late Proposals may be rejected by the British Council.
- Do not submit any additional supporting documentation with your Proposal except where specifically requested to do so. 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 Proposal document, clearly labelled and cross-referenced to the Proposal as relevant.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your Proposal.
- Unless otherwise stated as part of this RFP or its Annexes, all Proposals 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 Proposal.
- Any deliberate alteration of a British Council requirement as part of your Proposal will invalidate your Proposal 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 Proposal to the RFP requirements and pricing will be incorporated into the Contract, as appropriate.

12 Clarification Requests

12.1 All clarification requests should be emailed to sosena.lemma@cssp2-et.org: memekiya.woldegerima@et.britishcouncil.org while copying: haimanot.kagnew@cssp2-et.org and Christopher.Odida@britishcouncil.or.ke 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 and will respond if the question is appropriate and received before 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 Proposal 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 Proposal may be rejected in full and you may be disqualified from this Procurement Process.

13 Evaluation Criteria

13.1 You will have your Proposal evaluated as set out below:

Stage 1: Proposals will be checked to ensure that they have been completed correctly and all necessary information has been provided. Responses correctly completed with all relevant information being provided and all mandatory requirements as outlined in Section 8 met will proceed to Stage 2. Any Proposal not correctly completed in accordance with the requirements of this RFP and/or containing omissions may be rejected at this point. Where a Proposal is rejected at this point it will automatically be disqualified and will not be further evaluated.

Stage 2: If a bidder succeeds in passing Stages 1 of the evaluation, then it will have its Proposal 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 economically advantages proposal using the following criteria and weightings and will be assessed entirely on your response submitted:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Value</td>
<td>10%</td>
</tr>
<tr>
<td>Quality</td>
<td>40%</td>
</tr>
<tr>
<td>Methodology and Approach</td>
<td>20%</td>
</tr>
<tr>
<td>Commercial</td>
<td>30%</td>
</tr>
</tbody>
</table>
13.3 **Scoring Model** – Proposals will be subject to an initial review at the start of Stage 2 of the evaluation process. Any Proposals not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Proposals 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:

<table>
<thead>
<tr>
<th>Points</th>
<th>Interpretation</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Excellent – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.</td>
</tr>
<tr>
<td>7</td>
<td>Good – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested.</td>
</tr>
<tr>
<td>5</td>
<td>Adequate – Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder’s failure to provide all of the evidence requested.</td>
</tr>
<tr>
<td>3</td>
<td>Poor – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.</td>
</tr>
<tr>
<td>0</td>
<td>Unacceptable – The response is non-compliant with the requirements of the RFP and/or no response has been provided.</td>
</tr>
</tbody>
</table>

13.4 **Commercial Evaluation** – Your “Overall Price” (as calculated in accordance with requirements of Annex 2 Part 2- (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation, further information on this approach may be available in Annex 3. 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 Proposal at this point. The British Council may also reject any Proposal 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 procurement rules. A maximum offer score of 10 will be awarded to the Proposal offering the lowest “Overall Price”. Other Proposals 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 Process will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall Proposal 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 Winning Proposal(s)** - The winning Proposal shall be the Proposal 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)] obtained by the Authority relating to any self-certification or other requirements referred to at any time in this Procurement Process.

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

- Annex 1 – Terms and Conditions of Contract
- Annex 2 – Supplier Proposal
- Annex 3 – Pricing Approach