

### Request for Proposal (RFP)

For: Surveying social and creative enterprises in Brazil

Date: 11 June 2018

### 1 Overview of the British Council

- 1.1 The British Council is the UK's international organisation for cultural relations and educational opportunities. We create friendly knowledge and understanding between the people of the UK and other countries. We do this by making a positive contribution to the UK and the countries we work with changing lives by creating opportunities, building connections and engendering trust.
- 1.2 We work with over 100 countries across the world in the fields of arts and culture, English language, education and civil society. Each year we reach over 20 million people face-to-face and more than 500 million people online, via broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body
- 1.3 The British Council employs over 10,500 staff worldwide. It has its headquarters in the UK, with offices in London, Manchester, Belfast, Cardiff and Edinburgh. Further information can be viewed at www.britishcouncil.org.
- 1.4 Associação Conselho Britânico is a non-profit organization and it is a subsidiary of the British Council in Brazil, the UK's international organization for cultural relations and educational opportunities. We promote cooperation between the UK and Brazil in the areas of English language, arts, society and education. Further information can be viewed at: <a href="https://www.britishcouncil.org.br/">https://www.britishcouncil.org.br/</a>

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

2.1 The British Council is launching a new multi-year programme entitled **Developing Inclusive and Creative Economies (DICE).** The programme will be delivered five priority countries; South Africa, Egypt, Pakistan, Indonesia and Brazil as well as the UK.

This new initiative is designed to address the following two critical issues emerging economies today:

Issue 1: Rising unemployment, underemployment and poor-quality employment prospects for young people in emerging economies.

Issue 2: The lack of inclusive growth in emerging economies which is translating into instability, political disaffection and affecting growth.

In order to address these two issues, the British Council is drawing on two of the UK's key assets; Social Enterprise and the Creative Industries. The theme of Gender and Inclusion will be cross-cutting across the

entire programme. Providing support to strengthen social enterprise and the creative industries as vehicles to support inclusive and sustainable economic development provides a platform for the UK to deliver global leadership, whilst addressing the three issues that have been outlined above.

The UK's social enterprise sector employs 70,000 people and contributes GBP24bn to the UK economy, whist the Creative Industries sector contributes GBP76.9bn and creates 1.8 million jobs. Both of these sectors also provide strong evidence of the contribution they make to inclusive growth, reducing inequality and gender inclusion. For example, the most recent State of Social Enterprise Survey in the UK (2017)<sup>1</sup> highlighted that 28% of social enterprises in the UK are situated in the most deprived communities in the UK, 78% pay the national living wage and 41% of social enterprise leaders are women. Similarly, the creative industries are contribution significantly to identifying creative solutions to the challenges faced by communities across the UK.

Emerging evidence from emerging economies is also beginning to demonstrate the role that social enterprise and the creative industries can play in contributing to sustainable and inclusive growth and the British Council has been playing an important role in contributing to this development through its social enterprise and creative economy programmes.

In a UNESCO and UNDP report released in 2013, it was stated that, "The creative economy has become a powerful transformative force in the world today. Its potential for development is vast and waiting to be unlocked.'2This is clear recognition of the role that the creative economy can play in addressing development challenges. Similarly, recent trends in the social economy, particularly the increased support that has been deployed to supporting **social enterprises** as well as innovations in **social finance** have focused attention on the role that these new development actors can also play in contributing to a more inclusive economy and addressing the SDGs. The relationship between the characteristics and skills embodied by creative entrepreneurs and social entrepreneurs are under-explored. Emerging evidence suggests an important role for creative entrepreneurship in unlocking the hidden wealth of social innovation and talent that exists within communities in many parts of the world, likewise creativity is integral to the approaches taken by many social entrepreneurs in their efforts to identify solutions to some of the most entrenched social challenges facing the world today.

The OECD defines inclusive growth as "economic growth that creates opportunity for all segments of the population and distributes the dividends of increased prosperity, both in monetary and non-monetary terms, fairly across society."<sup>3</sup>The OECD have also highlighted that it is "imperative to find solutions that foster economic growth in a more inclusive manner, where the gaps between the rich and poor – not only in income, but also in other dimensions that matter for people are less pronounced and where opportunities are shared more equally."<sup>4</sup>

# **Gender and Inclusion**

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https://www.socialenterprise.org.uk/the-future-of-business-state-of-social-enterprise-survey-2017 (accessed 09.01.18)

http://www.unesco.org/culture/pdf/creative-economy-report-2013.pdf

http://www.oecd.org/inclusive-growth/ (accessed 09.01.18)

http://www.oecd.org/inclusive-growth/about/ (accessed 09.01.18)

Evidence worldwide demonstrates that women, young people and people with disabilities are more likely to be excluded and undervalued in the economy. Social and creative economies are growing in many of the emerging economies, and therefore offer opportunities for developing in a more inclusive and gender equal way than in other more developed sectors. The potential for social enterprise to contribute to reducing gender inequalities is promising. A recent research report<sup>5</sup> commissioned by the British Council found that the social enterprise sector contributes to addressing gender inequalities and women's empowerment in a number of powerful ways including:

Women's leadership - social enterprises are significantly more likely to be led by women than mainstream businesses; Employment of women - Social enterprises are more likely to employ women than mainstream businesses and although many of the jobs are entry level, they provide development and training opportunities and disproportionately employ marginalised groups that would not normally be in employment; As a source of sustainable funding of women's rights with NGOs increasingly using social enterprise models (e.g. selling good and/or services) in order to fund advocacy and subsidise services for poor women; Provision of goods and services that improve women's lives by innovative social enterprises that are meeting the needs of women as end-users/beneficiaries e.g. reducing time spent on domestic chores, meeting sexual and reproductive health needs, training women in skills that improve their livelihoods/job prospects etc.

There is also evidence that creative industries provide an effective environment for youth employment – employing proportionately more people aged 15–29 years than any other sector, as well as disproportionately employing women, when compared with other traditional industries. In the UK for example, the **representation of women** has increased from 27% to 39% of the total work force between 2009 and 2015<sup>6</sup>. The potential therefore, for creative and social enterprise to contribute to more inclusive economies is huge, however gender inequalities exist in terms pay gaps, access to finance etc, as with other sectors.

### The British Council's Social Enterprise and Creative Economy programmes

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 28 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;

<sup>5</sup> Activist to entrepreneur: The role of social enterprise in supporting women's empowerment: https://www.britishcouncil.org/activist-entrepreneur-role-social-enterprise-supporting-women%E2%80%99s-empowerment

<sup>&</sup>lt;sup>6</sup> Creative Skillset (2015) <a href="http://creativeskillset.org/assets/0002/0952/2015">http://creativeskillset.org/assets/0002/0952/2015</a> Creative Skillset Employment Survey - <a href="https://www.march.gov/marc

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.

The **Creative Economy team** develops new collaborations, innovation and enterprise with the rapidly-changing creative and cultural industries worldwide

We develop new collaborations, innovation and enterprise with the rapidly-changing creative and cultural industries worldwide. Working with local partners, we identify and support communities of future leaders and change-makers by giving them space, tools, connections and 21st century skills to foster ideas and innovation and help them develop more prosperous, socially engaged, creative economies.

Our primary audience and collaborators are enterprising communities of individuals and organisations, who we often describe as 'hubs'. We also work with policymakers, institutions and other stakeholders who want to better understand and develop their creative economy.

Our work cuts across Arts and engages with organisations from the UK's constantly evolving creative and cultural economy to work with local partners. Our UK network of collaborators is future-facing and works in a cross-disciplinary way.

Under this new initiative, we are aiming to bring together these two programmes in order to benefit from the synergies and enhanced impact that can be gained from increased collaboration between social enterprise and the creative industries and the consequential impact on the social and creative economies.

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 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 will be the **Associação Conselho Britânico** which is a subsidiary of the British Council in Brazil.
- 3.1.2 The appointed supplier will be expected to deliver the goods and/or provide services at the British Council offices in Brazil.
- 3.1.3 The available budget cap for the delivery of this service is up to R\$ 240.000,00 (Duzentos e Quarenta mil Reais)
- 3.1.4 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 you are aware of the Contract template, with all its clauses, to be signed

- 3.1.5 The Contract awarded will be for a duration of 9 months.
- 3.1.6 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.
- 3.1.7 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 comply with be found the British Council website to can on (https://www.britishcouncil.org/organisation/transparency/policies). The list of relevant policies includes (but it is not limited to): Anti-Fraud and Corruption, Child Protection Policy, Equality, Diversity and Inclusion Policy, Fair Trading, Health and Safety Policy, Environmental Policy, Records Management, and Privacy.

### 3.3 General tender conditions ("Tender Conditions")

- 3.3.1 <u>Application of these Tender Conditions</u> 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 <u>Third party verifications</u> 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 <u>Information provided to potential suppliers</u> 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 <u>Potential suppliers to make their own enquires</u> 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 <u>Amendments to the RFP</u> 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 <u>Compliance of tender response submission</u> 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 <u>Format of tender response submission</u> Tender responses must comprise the relevant documents specified by the British Council completed in all areas and in the format as detailed by the British Council in Annex [3] (Supplier Response). Any documents requested by the British Council must be completed in full. It is, therefore, important that you read the RFP carefully before completing and submitting your tender response.
- 3.3.8 <u>Modifications to tender response documents once submitted</u> You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a complete new tender response in accordance with Annex [3] (Supplier Response) and these Tender Conditions.
- 3.3.9 <u>Rejection of tender responses or other documents</u> 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 <u>Disqualification</u> 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 <u>Tender costs</u> You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the "Liability" Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the British Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.
- 3.3.12 Rights to cancel or vary this Procurement Process By issuing this RFP, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the British Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this RFP but the British Council reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the "Liability" Tender Condition below, the British will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.
- 3.3.13 <u>Consortium Members and sub-contractors</u> 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 <u>Liability</u> Nothing in these Tender Conditions is intended to exclude or limit the liability of the British Council in relation to fraud or in other circumstances where the British Council's liability may not be limited under any applicable law.

# 4 Confidentiality and Information Governance

- 4.1 All information supplied to you by the British Council, including this RFP and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
- 4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the British Council has given express written consent to the relevant communication.
- 4.3 This RFP and its accompanying documents shall remain the property of the British Council and must be returned on demand.
- 4.4 The British Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the British Council. The British Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the British Council in accordance with such rights reserved by it under this paragraph.
- 4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public-sector transparency policies apply to the British Council (together the "**Disclosure Obligations**").
- 4.6 You should be aware of the British Council's obligations and responsibilities under the Disclosure Obligations to disclose information held by the British Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the British Council under the Disclosure Obligations, unless the British Council decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part [2] (Submission Checklist) of Annex [3] (Supplier Response), you must provide clear and specific detail as to:
  - the precise elements which are considered confidential and/or commercially sensitive;
  - why you consider an exemption under the FOIA or EIR would apply; and
  - the estimated length of time during which the exemption will apply.

- 4.8 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this Procurement Process you agree that the British Council should not and will not be bound by any such markings.
- In addition, marking any material as "confidential" or "commercially sensitive" or equivalent should not be taken to mean that the British Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the British Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the British Council on the basis that it may be disclosed under the Disclosure Obligations if the British Council considers that it is required to do so and/or may be used by the British Council in accordance with the provisions provision of this RFP.
- 4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the British Council's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the British Council's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## 5 Tender Validity

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

## 6 Payment and Invoicing

- 6.1 The Associação Conselho Britânico, subsidiary of the British Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Associação Conselho Britânico must ensure comparable payment provisions apply to the payment of their subcontractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Associação Conselho Britânico include:
  - A description of the good/services supplied is included.
  - The Associação Conselho Britânico Purchase Order number is included.
  - It is sent electronically via email in PDF format to <u>financeiro@britishcouncil.org</u> or by post to:
     The British Council, Rua Ferreira de Araújo 741, 3 andar, Pinheiros
- 6.2. For the services rendered, the contractor must send the **Boleto** (s) accompanied by the respective **fiscal note** (s) according to the payment schedule to be defined in the contract, addressed to the Finance Department of the Associação Conselho Britânico for e-mails financial@britiscouncil.org.br and also POCreationBrazil@britishcouncil.org.br.

- 6.3. All taxes, fees and contributions, according to the legislation due to the effective fulfilment of the object of the present proposal, will be owed by the respective taxpayers, thus defined according to the current legislation, being due to each Party the fulfilment of its tax obligation, including any withholding tax, if this is the law.
- 6.4. The payment (s) of the services will be made in 30 (thirty) days after the invoice is issued.
- 6.5. For contractors contracted outside the Municipality of São Paulo without registration in the City of São Paulo, there will be retention of ISS, according to current law.
- 6.5. When applicable, taxes such as: IR, PIS / COFINS or other taxes, taxes and applicable contributions will be withheld according to the tax legislation.

### 7 Specification

The supplier will develop the approach to the survey in Brazil considering the national context, geographies and barriers to conducting such a survey in Brazil. The supplier will develop the shape and direction of the work in Brazil. Please note that the successful supplier will be expected to collaborate with the DICE programme's social and creative enterprise survey team in delivering outputs 1 and 2. The role of the DICE programme's social and creative enterprise survey team will be to ensure that the methodology (output 1) and subsequent report (output2) is consistent across all participating DICE programme countries.

### Output 1

a. Develop a methodology to measure and provide a baseline for the size and impact of social and creative enterprises, specifically focusing on those enterprises that contribute to inclusive and sustainable economic development.

The methodology should estimate the following:

- The total value of the contribution of social and creative enterprises to inclusive and sustainable economic development (and value as a proportion of the total national economy)
- The total number of social and creative enterprises, that contribute to inclusive and economic development
- The average turnover of these enterprises.
- An estimation of the size of the informal social and creative enterprise sector
- The proportion of these enterprises that are led by women/men, young people (under 35 years) and persons with disabilities.
- The number of people employed in these enterprises, disaggregated by sex, age and persons with disabilities
- Hourly earnings of female and male employees in the social and creative sectors by occupation, age and persons with disabilities
- The average number of employees of creative and social enterprises

- Number of people benefiting from the products/services social and creative enterprises.
- The average age of social and creative enterprises
- Breakdown of social and creative enterprises by sector/focus
- Average number of beneficiaries per enterprise

# b. Develop a methodology that assesses the quality of the environment for social and creative enterprises:

- Existence of legislation and policy that supports/hinders social and creative enterprise
- Extent to which policy and legislation promotes gender equality and inclusivity
- Perceptions of key stakeholders on the potential of social and creative enterprise to support inclusive growth
- The number and capacity of intermediaries (including Higher Education Institutions that support enterprise development) that support social and creative enterprise
- Accessibility of investment/finance for social and creative enterprise

### c. Assess the influence of international collaboration in developing social and creative enterprises:

- The proportion of creative and social enterprises that have international connections, including different types of activity e.g. partnerships, international supply chains, exporting/importing, joint ventures, franchises etc.
- The value of international activity to the creative and social enterprises measured in financial and nonfinancial terms.

### Output 2

a. Use the methodology that is developed in output 1 to produce a social and creative enterprise baseline survey in Brazil

Please note that the successful supplier will be expected to collaborate with the DICE programme's social and creative enterprise survey team in delivering outputs 1 and 2. This will ensure that the methodology (output 1) and subsequent report (output 2) is consistent across all participating DICE programme countries. The DICE programmes social and creative enterprise survey team will provide support in the following areas:

- 1) Methodology development (output 1)
- 2) Data collection (output 2)
- 3) Data analysis (output 2)
- 4) Report writing and editing (output 2)
- 5) Report design (output 2)

### Output 3

Design and write the final report in Portuguese and English with input and support from the DICE programme's social and creative enterprise survey team.

# 8 Mandatory Requirements / Constraints

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

### 9 Qualification Requirements

9.1 As part of your tender response, you must confirm compliance with any qualification requirements as set out at Annex [2] (Qualification Questionnaire). A failure to comply with one or more such qualification requirements shall entitle the British Council to reject a tender response in full.

## 10 Key background documents and further information

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

### 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	11 June 2018
Deadline for clarification questions (Clarification Deadline)	18 June 2018 until 11pm
	Brasilia time
Associação Conselho Britânico to respond to clarification questions	22 June 2018 until 11 pm
	Brasilia time
Deadline for submission of RFP responses by potential suppliers	28 June 2018 until 11 pm
(Response Deadline)	Brasilia time
Final Decision	13 July 2018
Contract concluded with winning supplier	Date to be confirmed
Contract estimated start date	Date to be confirmed

## 12 Instructions for Responding

12.1 The documents that must be submitted to form your tender response are listed at Part [2] (Submission Checklist) of Annex [3] (Supplier Response) to this RFP. All documents required as part of your tender response should be submitted to effie.vourakis@britishcouncil.org.br by the Response Deadline, as set out in the Timescales section of this RFP.

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

- Please ensure that you send your submission in good time to prevent issues with technology late tender responses may 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 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 effie.vourakis@britishcouncil.org.br 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 <u>Award Criteria</u> 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
Knowledge of the Social Enterprise and/or	[30]%
creative economy sector	
Methodology and Approach	[30]%
Track record and Capability of the individuals	[20]%
proposed to undertake this project	
Commercial	[20]%

14.3 <u>Scoring Model</u> – 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
	Excellent - Overall the response demonstrates that the bidder meets all areas of the
10	requirement and provides all of the areas evidence requested in the level of detail requested.
10	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.
	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
7	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.
	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,
5	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.
	Poor – The response does not demonstrate that the bidder meets the requirement in one or
3	more areas. This, therefore, is a poor response with significant ambiguity as to whether the
	bidder can meet the requirement due to the failure by the bidder to show that it meets one or
	more areas of the requirement.
0	Unacceptable – The response is non-compliant with the requirements of the RFP and/or no
	response has been provided.

14.4 <u>Commercial Evaluation</u> – Your "Overall Price" (as calculated in accordance with requirements of Annex [4] (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the British Council as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the British Council as part of the pricing approach, the British Council may reject the full tender response at this point. The British Council may also reject any tender response where the Overall Price for the goods and/or services is considered by the British Council to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the

lowest "Overall Price". Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

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.

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 - Qualification Questionnaire

Annex 3 - Supplier Response

Annex 4 - Pricing Approach