

Request for Proposal (RFP)

For: Surveying social and creative enterprises in Indonesia

Output 1: A Social and Creative Enterprise Landscape Survey

The report should be delivered in two parts, wherein each part may be distributed jointly or separately:

- 1) A demand side report focused on the characteristics of Social and Creative Enterprises
- 2) A supply side report focused on the funding and resource landscape for Social and Creative Enterprises

Date: 12 February 2019

1 Overview of the British Council

The British Council is the United Kingdom's international organisation for cultural relations and educational opportunities. Its purpose is to build engagement and trust for the UK through the exchange of knowledge and ideas between people worldwide. It seeks to achieve its aims by working in education, science, governance, English and the arts. In 2012-13, its programmes reached a total audience of 550 million people worldwide and we engaged directly with 10.8 million.

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.

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

- 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;
- Otherwise promote the advancement of education.

In 2012 to 2013, the British Council had a total turnover of £781 million. Its income included a grant-aid of £171 million from the UK government, £490 million from fees and income from services such as English teaching, exams administration and the management of client-funded contracts, and funding from a wide range of public and private sector partners.

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 found at www.britishcouncil.org

Overview of AVPN

AVPN is a unique funders' network based in Singapore committed to building a vibrant and high impact social investment community across Asia. As an advocate, capacity builder, and platform that cuts across private, public and social sectors, AVPN embraces all types of engagement to improve the effectiveness of members across the Asia Pacific region.

The core mission of AVPN is to increase the flow of financial, human and intellectual capital to the social sector by connecting and empowering key stakeholders from funders to the social purpose organizations they support. With over 500 members across 32 countries, AVPN is catalysing the movement towards a more strategic, collaborative and outcome focused approach to social investing, ensuring that resources are deployed as effectively as possible to address key social challenges facing Asia today and in the future.

Introduction and background

The British Council launched an ambitious, two-year pilot, Developing Inclusive and Creative Economies (DICE) in March 2018. A £7.5million initiative, DICE seeks to promote sustainable and inclusive development by stimulating and strengthening the social and creative enterprise ecosystems in five emerging economies - Brazil, Egypt, Indonesia, Pakistan and South Africa – in partnership with the UK.

(www.britishcouncil.org/programmes/dice.)

DICE is designed to address 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

The global DICE team works purposefully and collaboratively across silos, systems, sectors, organisations, generations and borders to deliver global and in-country initiatives at three levels of the economy – systemic, institutional and individual. Every DICE activity is designed specifically to empower women and girls, foster youth employment and/or promote disabled people and other marginalised groups' inclusion and economic empowerment.

At the **systemic level** we are holding policy dialogues, undertaking research and building networks to foster a more supportive and equitable environment in which social and creative

enterprises can thrive. Current research includes a multi-national study surveying the nascent, emerging and established social and creative enterprise ecosystem in each of the DICE countries. We are also conducting research on the potential of social and creative enterprises to achieve inclusive growth; innovative solutions to the pressing issues that cities face; the future economies of work; and the contribution of cultural development to the Sustainable Development Goals.

At the **institutional level** we are strengthening *intermediary organisations* that support social and creative enterprises through brokered funding and collaborative projects. This includes the £2m DICE Fund, which provides grants to intermediary organisations which support the development of creative and social enterprises. Through the funded intermediaries, the Fund focuses on supporting partnerships between the UK and DICE countries that are explicitly designed to address the aforementioned DICE issues.

At the **individual level** we are offering business development and leadership training support to *individual creative and social enterprises*. In addition, we are offering training and mentoring to *existing young creative and social entrepreneurs (18-30-year olds)* to improve their knowledge and skills while also helping them to build networks and access support to innovate and/or grow their businesses.

The British Council's DICE global team of 25 is committed to action-learning and agile planning, constructive dialogue, and collaborative, generous and shared leadership. We are actively seeking ways to build our evidence-base and learn from our colleagues around the world. We have a deep allegiance to making our world better through cultivating cross-

sectoral partnerships and economies of scale. These values are 'live values' and embedded in our strategy, programme design and delivery, and in our working relationships both with one another, and with our external partners.

The UK's social enterprise sector employs 70,000 people and contributes GBP24bn to the UK economy, whilst 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)¹, 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.

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."³The 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."⁴

Gender and Inclusion

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 report⁵ commissioned by the British Council

¹ <https://www.socialenterprise.org.uk/the-future-of-business-state-of-social-enterprise-survey-2017> (accessed 09.01.18)

² <http://www.unesco.org/culture/pdf/creative-economy-report-2013.pdf>

³ <http://www.oecd.org/inclusive-growth/> (accessed 09.01.18)

⁴ <http://www.oecd.org/inclusive-growth/about/> (accessed 09.01.18)

⁵ 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>

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 2015⁶. 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; 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 changemakers 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.

⁶ Creative Skillset (2015) http://creativeskillset.org/assets/0002/0952/2015_Creative_Skillset_Employment_Survey_-_March_2016_Summary.pdf

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 organisations from the UK’s constantly evolving creative and cultural economy to work with local partners. Our UK network of collaborators are future-facing and work 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.

The British Council is working together with AVPN to deliver the report as this area of work aligned with both organisations objectives to support the development of the social and creative economy in Indonesia as a pathway to deliver inclusive growth, job creation and livelihoods.

Overview of AVPNs work in the Creative Economy and Livelihoods

AVPN has extensive experience working in Indonesia, with 13 AVPN members based in Indonesia and 126 members who are active in the country. We have a full-time staff member in Indonesia and an active website featuring blogs, webinars, press and deals focused on Indonesia. There is a 12-page report on Indonesia as part of the AVPN Social Investment Landscape Report, and Indonesia was covered extensively in the SME report, “Towards Inclusive and Sustainable Growth in the ASEAN Economic Community”. We have a signed MOU with BEKRAF to support their objective to bring sustainable jobs and livelihoods to Indonesia.

In addition, AVPN has experience in:

- The women’s SME sector in the Philippines, Indonesia and Vietnam;
- The Impact Investment sector in Philippines, Indonesia and Vietnam; ASEAN and the wider Asia region
- The Asian social economy and social investment landscape, including the regulatory environment, development challenges, market opportunities and underserved sectors

The AVPN Knowledge Centre has researched and produced 22 reports on the Asian social investment ecosystem. Of these 22 reports, the following are particularly relevant to the work that will be done in Indonesia:

- AVPN’s 2017 report into the MSME sector in ASEAN, “Towards Inclusive and Sustainable Growth in the ASEAN Economic Community” with its focus on women entrepreneurship and responsible business. This research was commissioned by the ASEAN CSR network, and funded by the Rockefeller Foundation.
- The Social Investment landscape report with its comprehensive overview of 14 markets in Asia, including Philippines, Indonesia and Vietnam. This report was supported by the Bosch Foundation. The AVPN Social Investment Landscape in Asia

was the winner of the **Best Thought Leadership** at the Sustainable Investment Awards 2017 in London.

- The 2018 report on the Continuum of Capital, that spotlighted trends in social investment in Asia that include foundations, impact investors, corporations and incubators that are leveraging a broad range of financial tools from grants to debt and equity as well as technical assistance to prepare social enterprises and build the pipeline for impact investment. This report was produced and funded internally at AVPN.

- 2018 report on Leveraging the Full Spectrum of philanthropic capital towards Impact: Case Studies from the Asia Pacific and the US at the AVPN 2018 conference looking at how Foundations are using their capital towards impact investing. This report was funded by the Sasakawa Peace Foundation.

AVPN Knowledge Centre reports have so far been produced in-house or in collaboration with research partners, such as Sattva and Oliver Wyman.

2 Scope of Work/Specification/Outputs

The British Council and AVPN require a supplier to deliver a landscape survey of social and creative enterprises and their contribution to meeting the challenge of sustainable and inclusive growth. The supplier will be expected to use a methodology and toolkit that has been developed by the British Council's research team although it is expected that the successful supplier should work with the British Council's research team to adapt the methodology and approach and ensure that it is fit for the Indonesian context. The British Councils research team will be on hand to provide support during the project, this is to ensure that there is global consistency in the way that the reports are delivered and that lessons can be learnt and shared from the different countries where the research is being carried out.

Output 1

1) A demand side report 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 report 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

The report should also assess 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

2) A supply side report focused on the i) funding and ii) resource ecosystem for Social and Creative Enterprises

The funder landscape should include:

- A mapping of funders focusing on social and creative enterprise including, but not limited to (i) foundations/family offices, (ii) impact funds, (iii) angel investors, (iv) ESG investors, and (v) development finance institutions.
- An estimation of the number of funders in each of the above categories
- An assessment of their aims, objectives and impact in providing impact capital for inclusive and sustainable economic development
- An assessment of the interest by funders and the accessibility to the, by social and creative enterprises in all relevant subsectors, including but not limited to fashion, food & beverage and craft & heritage subsectors.

The resource ecosystem landscape should include:

- A mapping of ecosystem builders focusing on the Creative Economy including, but not limited to (i) incubators and accelerators, (ii) capacity builders, (iii) networks and platforms, and (iv) research and knowledge providers.
- An estimation of the number of ecosystem builders in each of the above categories.
- An assessment of these ecosystem builders' impact in supporting social investment in the Creative Economy.

In addition, the report should articulate:

- An assessment of opportunities, challenges and gaps in social investment in the Creative Economy.
- Three to five case studies in the fashion, food & beverage, and heritage subsectors of the Creative Economy.
- Key recommendations for the different stakeholders.

The supplier should aim to produce reports that can be published both in a combined fashion as 2 parts of a whole report, or separately published as independent reports.

The supplier will be expected to work with the British Council and AVPN to design and co-facilitate a stakeholder engagement workshop in Indonesia in order to achieve the deliverables that have been outlined in the outputs 1 and 2.

The successful supplier will be expected to draw on and adapt where necessary and appropriate the British Council's and AVPN's existing survey methodologies that have been developed for social enterprise and the creative industries. For examples of reports using these methodologies, please see the following links:

- [Link to Social Enterprise Surveys in South Asia and Ghana](#)
- [Link the Creative Hub report in VietNam](#)

The successful supplier will be expected to work with the British Council's monitoring and evaluation (M and E) team to ensure alignment with the M and E strategy for the overall project.

The project will be jointly managed by the British Council and AVPN and the supplier will be expected to work jointly with both organisations in delivering the reports, however the contract will be signed with the British Council.

The final report should be delivered by **21st June 2019**.

Intellectual Property Rights

The intellectual property rights of any pre-existing materials provided to the Supplier by the British Council or AVPN will be retained by the respective organisations. Any reports, materials, and documents produced by the Supplier for the contract, the intellectual property rights will be owned by the British Council and AVPN. Further usage or citation of these materials must be with the permission of British Council with respect to material relevant to Output 1, and with the permission of AVPN with respect to Output 2.

3 Timescales

Activity	Date
RFP Released	12.02.2019
Clarification / Questions from suppliers (includes T&Cs queries)	16.02.2019
Clarification Responses from the British Council (includes T&Cs responses)	19.02.2018
RFP Return Date	26.02.2018
Evaluation	27.02.2018
Selection of Preferred Supplier	01.03.2018

Note: Timescales are estimated and may be subject to change.

4 Instructions for Responding

2) **Detailed Response:** Please complete Annex [3] (Supplier Response) and submit it to Sarah.Ramadhita@britishcouncil.or.id no later than 1700 GMT **26.02.2019**.

In addition, the following key points must be considered when responding to this RFP:

- Please ensure that you send your submission in good time to prevent issues with technology - late submissions may not be considered.
- Do not submit any additional documentation with your RFP response except where specifically requested.
- Supporting evidence (PDF, JPG, PPT, Word and Excel formats only - other formats should not be used) can be provided to substantiate your response – please ensure that all attachments/supporting evidence is clearly labelled with the appropriate question number.
- It is not acceptable to submit a generic policy in answer to a question. If you submit a generic policy you must indicate the page and paragraph reference to the appropriate content.
- Where supporting evidence is requested as 'or equivalent' - it is the Tenderers responsibility to prove the relevant equivalence.
- Completion and submission of your response does not guarantee award of any contract from the British Council.
- Please ensure that your responses are concise, unambiguous, and directly address the requirement stated or question posed.

5 Clarification Request

5.1 All clarification requests should be submitted via email to Sarah Ramadhita Sarah.Ramadhita@britishcouncil.or.id no later than 1700 GMT **16.02.2019**. The British Council is under no obligation to respond to clarification requests received after the Clarification Deadline.

5.2 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.

5.3 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.

5.4 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.

6 Evaluation Criteria

Supplier responses will be assessed using the following criteria and weightings. A score will be given for each part of the information submitted that is to be assessed. The qualitative aspects of your response will be evaluated entirely on your response submitted.

Criteria	Weighting
Knowledge and Experience	30%
Methodology and Approach	25%
Experts and Staffing – quality and inputs of the proposed team	25%
Costing – Quote provided best value for money consideration	20%

The responses under each sub category will be scored based on the following matrix:

Points	Interpretation
8-10	Excellent - A comprehensive and strong answer indicating the provider is fully capable and experienced to deliver the required outcomes. A detailed response that directly responds to all requirements with no ambiguity and relevant examples provided.
6-7	Good - There are slight concerns that the organisation will not be able to achieve all the outcomes required and response lacked details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and few relevant examples provided.
5	Adequate - There are concerns that the organisation will not be able to achieve the outcomes required and response significantly lacks details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and no/irrelevant examples provided.
3-4	Poor Response/Limited Evidence - There are serious indications that the organisation will not be able to achieve the outcomes required and has not provided appropriate evidence of experience to successfully deliver the outcomes required. A response that is not entirely relevant to the requirement, with ambiguity and lacking specific detail.
0-2	Unacceptable - The answer is non-compliant and/or no relevant information has been received to demonstrate the organisation can achieve the required outcomes. No response or a response that is entirely irrelevant.

Please note that all your responses to the tender requirements and the pricing schedule will be incorporated into a contractual document.

The successful tender will be the tender with the highest score awarded at the end of the evaluation process outlined in this RFP.

7 Conditions and contractual requirements

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.

The appointed supplier will be expected to travel to British Council offices in the country where the supplier is based as required, in the delivery of the services.

The contract awarded will be for a duration of six (6) months, based on project requirements, the contract may be extended for a further month.

The appointed supplier will only process personal data accessed in performance of the services in accordance with the British Council's instructions and will not use such 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 the Data Protection Act 1998 and ensure appropriate and legislative consent is acquired where necessary.

The British Council is committed to equality and to positive action to promote this. It believes that an Equal Opportunities Policy helps to ensure that there is no unjustified discrimination in the recruitment, retention, training and development of staff on the basis of gender including transgender, marital status, sexual identity, region and belief, political opinion, race, work pattern, age, disability or HIV/AIDS status, socio-economic background, spent convictions, trade union activity or membership, on the basis of having or not having dependents, or any other relevant grounds. The appointed supplier must agree to operate in accordance with these principles while undertaking work at or on behalf of the British Council.

The British Council is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000 (the "Act"). Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The British Council may also decide to include certain information in the publication scheme, which the British Council maintains under the Act.

If suppliers consider that any of the information included in their completed documentation is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

The suppliers should be aware that, even where they have indicated that information is commercially sensitive, the British Council might be required to disclose it under the Act if a request is received.

The suppliers should also note that the receipt of any material marked 'confidential' or equivalent by the British Council should not be taken to mean that the British Council accepts any duty of confidence by virtue of that marking.

The supplier will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy; in addition the supplier will ensure that where it engages any other party to supply any of the services under this agreement that that party will also comply with the same requirements as if they were a party to this agreement.

All relevant policies that suppliers are expected to adhere to can be found on the British Council website – <http://www.britishcouncil.org/about/policies>. The list of policies includes (but it is not limited to):

- Anti-Fraud and Corruption
- Child Protection Policy
- Equal Opportunities Policy
- Fair Trading
- Health and Safety Policy
- Environmental Policy
- Records Management
- Privacy

The British Council's contracting and commercial approach in respect of the required services is set out at Annex [1]: Terms and Conditions of contract (the "Contract"). **By submitting a tender, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment.**

If the terms of the Contract render the proposals in your tender unworkable, you should submit a clarification in accordance with Section [8] of this RFP (Clarification Questions) by **15th February 2019** and the British Council will consider whether any amendment to the Contract is required. Any amendments shall be published on the British Council website by **19th February 2019** and shall apply to all tenderers. Any amendments which are proposed but not approved by the British Council through this process will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the tender.

This document does not constitute an offer to provide goods and/or services to the British Council.

All costs incurred in the preparation of the proposal are the supplier's responsibility.

The British Council reserves the right to request reference information.

The British Council is not obliged to award a contract for these services and reserves the right to withdraw from the procurement process at any stage.

8 Payment and Invoicing

8.1 The British Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the British Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the British Council include:

- A description of the good/services supplied is included.
- Invoices need to be submitted in local currency.
- The British Council Purchase Order number is included.
- It is sent electronically via email in PDF format to Sarah.Ramadhita@britishcouncil.or.id.

8.2 Invoices must only be submitted once the deliverables have been received and approved as final by the British Council.

Annex 1. Terms and Conditions of contract

Dated [] 201[*]

THE BRITISH COUNCIL

- and -

[INSERT NAME OF CLIENT]

AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT is dated [DATE].

PARTIES

(1) [THE BRITISH COUNCIL, incorporated by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SCO37733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN] OR [insert name of appropriate local entity where relevant outside the UK] [where appropriate add the following wording:] [operating through its local office at [insert address and details]] (the "British Council"); and

(2) [NAME OF CLIENT] incorporated and registered in England and Wales with company number [Number] whose registered office is at [Registered office address] (the "Client").

BACKGROUND

(A) [Describe background].

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Background IPR" means any Intellectual Property Rights (other than Project IPR) belonging to either party before the date of this Agreement or not created in the course of or in connection with the Services.

"British Council Entities" means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the "Controlling Entity") as well as any other organisations Controlled by the Controlling Entity from time to time.

"British Council Requirements" means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Client in writing or set out on the British Council's website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to the Client from time to time (as such documents

may be amended, updated or supplemented from time to time during the term of this Agreement).

“Code” means the Department of Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of that Act) (November 2004) as may be updated or re-issued from time to time and any other relevant codes of practice published by the Department of Constitutional Affairs or its successor bodies.

“Confidential Information” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Client (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly).

"Deliverables" means all documents, products and materials: (i) developed by the British Council or its agents, subcontractors, consultants and employees in relation to the Services in any form, or (ii) provided by the British Council relating to the Services which existed prior to the commencement of this Agreement, including [computer programs, data, reports and specifications (including drafts)] OR [Specify relevant products or materials] OR [the deliverables specified in Schedule 1].

“Environmental Information Regulations” means the Environmental Information Regulations 2004.

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Client receives the Services.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

“Information Disclosure Requirements” means the requirements to disclose information under:

- (a) the Code;
- (b) the FOIA; and
- (c) the Environmental Information Regulations.

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Project IPR” means all Intellectual Property Rights that arise or are obtained or developed by either party, or by a contractor on behalf of either party, in respect of the Deliverables in the course of or in connection with the Services.

“Request for Information” means a request for information (as defined in FOIA) relating to or connected with this Agreement or the British Council more generally or any apparent request for such information under the Information Disclosure Requirements.

"Services" means the [training]/[consultancy] services to be provided by the British Council under this Agreement as set out in [Schedule 1] OR [Specify where details of the services will be set out], together with any other services which the British Council provides or agrees to provide to the Client.

“Third Party IPR” means any Intellectual Property Rights not belonging to either party to this Agreement but used by the British Council in the creation of the Deliverables and/or in the course of or in connection with the Services.

"VAT" means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 In this Agreement:

1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and

1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them.

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

- (i) services being provided to, or other activities being provided for, the British Council;
- (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
- (iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and

1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities

2. Commencement and duration

2.1 The British Council shall provide the Services to the Client on the terms and conditions of this Agreement from [Specify date] [until completed in accordance with Schedule 1] OR [for a period of [Specify term]] unless this Agreement terminated in accordance with clause 11.

3. British Council's obligations

3.1 The British Council shall:

3.1.1 provide the Services, and deliver the Deliverables to the Client, in accordance with Schedule 1 in all material respects, save that any dates specified in Schedule 1 shall be

estimates only and time for performance by the British Council shall not be of the essence of this Agreement; and

3.1.2 observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under clause 4.1.2, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4. Client's obligations

4.1 The Client shall:

4.1.1 co-operate with the British Council in all matters relating to the Services;

4.1.2 inform the British Council of all health and safety rules and regulations and any other reasonable security requirements that apply at any relevant Client premises; and

4.1.3 ensure that any and all equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements.

4.2 If the British Council's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the British Council shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

5. Charges and payment

5.1 The Client shall pay the charges as set out in, and in accordance with, Schedule 2.

5.2 The Client shall pay each invoice submitted to it by the British Council, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the British Council and time for payment shall be of the essence of this Agreement.

5.3 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the British Council on the due date, the British Council may:

5.3.1 charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable; and/or

5.3.2 suspend all Services until payment has been made in full.

5.4 All sums payable to the British Council under this Agreement shall become due immediately on its termination, despite any other provision. This clause 5.4 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

5.5 The British Council may, without prejudice to any other rights it may have, set off any liability of the Client to the British Council against any liability of the British Council to the Client.

6. Intellectual property rights

6.1 Subject to clause 7, each party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Services (and the British Council shall give the Client full disclosure of any Third Party IPR it intends to use).

6.2 All Background IPR and Third Party IPR is and shall remain the exclusive property of the party owning it.

6.3 Each party warrants to the other party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

6.4 The Client hereby assigns to the British Council with full title guarantee by way of present and future assignment all its right, title and interest in and to the Project IPR.

6.5 The British Council hereby grants to the Client an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR and the British Council's Background IPR in and in connection with the Deliverables and for any purpose relating to the Services.

6.6 The Client hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Client's Background IPR in, and to the extent necessary for the performance of the Services and for any purpose relating to the Services.

6.7 The British Council is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPR required by the Client and the British Council for use of the Deliverables (such licences, permissions or consents to be in writing, copies of which the British Council shall provide to the Client on request). In addition, the British Council warrants that the provision of the Services and/or the Deliverables does not and will not infringe any third party's Intellectual Property Rights.

6.8 The Client warrants that it has in place contractual arrangements with all individuals engaged by the Client in connection with this Agreement assigning to the Client their Intellectual Property Rights such that the Client can enter into the assignments and licences set out in this clause 6.

6.9 The Client undertakes at the British Council's request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause 6.

6.10 Nothing in this Agreement shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

6.11 Each party shall promptly give written notice to the other party of any actual, threatened or suspected infringement of the Project IPR or the other party's Background IPR of which it becomes aware.

7. Confidentiality

7.1 For the purposes of this clause 7:

7.1.1 the "Disclosing Party" is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and

7.1.2 the "Receiving Party" is the party which receives Confidential Information relating to the other party.

7.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:

7.2.1 is given only to such of its staff and professional advisors or associates engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and

7.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or associates otherwise than for the purposes of this Agreement.

7.3 The provisions of clause 7.2 shall not apply to any Confidential Information which:

7.3.1 is or becomes public knowledge (otherwise than by breach of this clause 7);

7.3.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;

7.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

7.3.4 is independently developed without access to the Confidential Information; or

7.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.

7.4 In the event that the Client fails to comply with this clause 7, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

7.5 The provisions under this clause 7 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.

7.6 The Client acknowledges that the British Council is subject to the Information Disclosure Requirements and shall assist and co-operate with the British Council to enable the British Council to comply with those requirements.

7.7 Where the British Council receives a Request for Information in relation to information that the Client or any of its sub-contractors is holding on behalf of the British Council and which the British Council does not hold itself, the British Council shall, as soon as reasonably practicable after receipt, forward the Request for Information to the Client and the Client shall:

7.7.1 provide the British Council with a copy of all such information in the form that the British Council requires as soon as practicable and in any event within 10 calendar days (or such other period as the British Council acting reasonably may specify) of the British Council's request; and

7.7.2 provide all necessary assistance as reasonably requested by the British Council to enable the British Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, as applicable.

7.8 The Client acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the British Council may nevertheless be obliged to disclose the Client's Confidential Information in accordance with the Information Disclosure Requirements:

7.8.1 in certain circumstances without consulting the Client; or

7.8.2 following consultation with the Client and having taken its views into account,

provided always that where clause 7.8.1 above applies, the British Council shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Client after any such disclosure.

7.9 The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

8. The British Council's property

8.1 All materials, equipment and tools, drawings, specifications and data supplied by the British Council to the Client shall, at all times, be and remain, as between the British Council and the Client, the exclusive property of the British Council, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the British Council, and shall not be disposed of or used other than in accordance with the British Council's written instructions or authorisation.

9. Limitation of liability

9.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

9.2 Subject to clause 9.1:

9.2.1 the British Council shall not be liable for:

- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill and/or similar losses; or
- (d) loss of anticipated savings; or
- (e) loss of goods; or
- (f) loss of contract; or
- (g) loss of use; or
- (h) loss of corruption of data or information; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.2.2 the British Council's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to [£[Specify amount]] OR [the price paid for the Services].

10. Data protection

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the British Council in connection with the Services.

11. Termination

11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other on giving the other not less than [Specify number] months' written notice or immediately on giving notice to the other if:

11.1.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [Specify number] days after being notified in writing to make such payment; or

11.1.2 the other party commits a breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

11.1.3 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due; or

11.1.4 there is a change of Control of the other party.

11.2 On termination of this Agreement for any reason:

11.2.1 the Client shall immediately pay to the British Council all of the British Council's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the British Council may submit an invoice, which shall be payable immediately on receipt;

11.2.2 the Client shall, within a reasonable time, return all of the British Council's equipment [and Deliverables]. If the Client fails to do so, then the British Council may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

11.2.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

12. Safeguarding and Protecting Children and Vulnerable Adults

12.1 The Client will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy, as notified to the Client and amended from time to time.

13. Anti-Corruption

13.1 Each party warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties.

14. Equal opportunities and diversity

14.1 The Client shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.

14.2 The Client shall comply with any equal opportunities or diversity policies or guidelines included in the British Council Requirements.

15. Assignment

15.1 The Client shall not, without the prior written consent of the British Council, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.

15.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Client warrants and represents that it will (at the British

Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 15.2.

16. Waiver

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

17. Entire agreement

17.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

18. Variation

18.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

19. Severance

19.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

20. Counterparts

20.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

21. Third party rights

21.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 15 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

21.2 The parties agree that no consent from the British Council Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

22. No partnership or agency

22.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any

obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

23. Force Majeure

23.1 Subject to clauses 23.2 and 23.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "Force Majeure Event") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

23.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

23.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

23.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

23.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

23.3 Nothing in this clause 23 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 23.1).

24. Notice

24.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

24.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;

24.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or

24.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting.

24.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

25. Governing Law and Dispute Resolution Procedure

Schedule 1 - Services

[Description of the [training]/[consultancy] services to be provided under the Agreement.]

Schedule 2 - Pricing

Part 1 - Price

[Insert details of price, for example the fixed price or daily rate.]

Please complete the following pricing sheet.

Deliverables	Daily Rate	Fixed Price	Total

Part 2 - Payment

[Insert the payment schedule, which should include the dates on which instalments are to be invoiced and the amount of each instalment.]

1 [Where Services are provided on a time and materials basis:

(a) the charges payable for the Services shall be calculated in accordance with the British Council's standard daily fee rates, [as amended from time to time [by the British Council giving not less than [three] months' written notice to the Client] OR in accordance with paragraph 4 below];

(b) the British Council's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between [8.00 am] and [5.00 pm] on weekdays (excluding public holidays);

(c) the British Council shall be entitled to charge an overtime rate of [Percentage]% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages in performance of the Services outside the hours referred to in paragraph 1(b) above;

(d) all charges quoted to the Client shall be exclusive of VAT, which the British Council shall add to its invoices at the appropriate rate;

(e) the British Council shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the British Council shall use such time sheets to calculate the charges covered by each monthly invoice; and

(f) the British Council shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this paragraph 1 and paragraph 3 below. [Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.]

2 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in Part 1 of Schedule 2 [as amended from time to time in accordance with paragraph 4 below]. The Client shall pay the total price to the British Council (without deduction or set-off) in instalments as set out in this Part 2 of Schedule 2. At the end of a period specified in this Part 2 of Schedule 2 in respect of which an instalment is due, the British Council shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in paragraph 3 below.

3 Any fixed price [and daily rate] contained in Part 1 of Schedule 2 excludes:

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the British Council engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the British Council for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the British Council [at cost]; and

(b) VAT, which the British Council shall add to its invoices at the appropriate rate.

4 [The parties agree that the British Council may review and increase [its standard daily fee rates OR the charges set out in this [Schedule 2], provided that such charges cannot be increased more than once in any [12] month period.] The British Council shall give the Client written notice of any such increase [Number] months before the proposed date of that increase. If such increase is not acceptable to the Client, it may, within [Period] of such notice being received or deemed to have been received in accordance with clause 24, terminate the Agreement [by giving [Number] months written notice to the British Council OR with immediate effect by giving written notice to the British Council].]

Annex 2. Supplier Response



ANNEX 2

Response to Request for Proposal

For the supply of A Social and Creative Enterprise Survey in Indonesia to the British Council and AVPN

Company name: _____

Contact name: _____

Contact email address: _____

Contact Telephone number: _____

Instructions

1. Provide Company Name and Contact details above.
2. Complete Part 1 (Supplier Response) ensuring all answers are inserted in the space below each section of the British Council requirement / question. Note: Any alteration to a question will invalidate your response to that question and a mark of zero will be applied.
3. Complete Part 2 (Checklist) to acknowledge and ensure your submission includes all the mandatory requirements and documentation. Note: Failure to provide your acknowledgement and documentation may result in your submission being rejected.
4. Submit all mandatory documentation to Sarah.Ramadhita@britishcouncil.or.id by **1700 GMT 22 February 2019.**

Part 1 – Supplier Response

Scoring Methodology

The following methodology for evaluating responses will be applied and weighted for all selection criteria below:

8-10 points (Excellent) - A comprehensive and strong answer indicating the provider is fully capable and experienced to deliver the required outcomes. A detailed response that directly responds to all requirements with no ambiguity and relevant examples provided.

6-7 points (Good) - There are slight concerns that the organisation will not be able to achieve all the outcomes required and response lacked details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and few relevant examples provided.

5 points (Adequate) - There are concerns that the organisation will not be able to achieve the outcomes required and response significantly lacks details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and no/irrelevant examples provided.

3-4 points (Poor Response/Limited Evidence) - There are serious indications that the organisation will not be able to achieve the outcomes required and has not provided appropriate evidence of experience to successfully deliver the outcomes required. A response that is not entirely relevant to the requirement, with ambiguity and lacking specific detail.

0-2 points (Unacceptable) - The answer is non-compliant and/or no relevant information has been received to demonstrate the organisation can achieve the required outcomes. No response or a response that is entirely irrelevant.

Section 1: Knowledge and Experience **Selection Criteria Weighting: 30%**

Please outline your knowledge and experience of the social and creative enterprise sector

Supplier Response to Section 1:

Section 2: Methodology and Approach
Selection Criteria Weighting: 25%

Please outline how you would address the assignment, including how you would collect, analyse and present the data.

Supplier Response to Section 2:

Section 3: Timing and staffing quality and inputs of the proposed team
Selection Criteria Weighting: 25%

Please describe your timeline for the assignment and how you intend to resource it. Highlight specific expertise and experience of the team that brings value to this assignment (please do not share entire CV's, they may be shared as an Annex).

Supplier Response to Section 3:

Section 4: Cost
Selection Criteria Weighting: 20%

The total cost for this assignment should be clearly stated including all expenses and taxes.

Please use the following table to submit your financial quotes. Submissions in any other format or with missing costs may be disqualified.

No other costs would be considered post evaluations.

Please clearly separate the costs for parts 1 and 2 of output 1.

e.g. please outline separately the costs for delivering:

- 1) The demand side report focused on the characteristics of Social and Creative Enterprises
- 2) The supply side report focused on the funding and resource landscape for Social and Creative Enterprises

Supplier Response to Section 4:

Part 2 – Submission Checklist

Select Yes (Y) or No (N) to acknowledge and indicate that your submission includes all of the mandatory requirements for this tender.

Important Note: Failure to provide your acknowledgement and documentation may result in your submission being rejected

1. Annex 2 – Supplier Response (including Financial Quote in the given format)

Y / N

2. Compliance with British Council Terms and Conditions (Annex 1) Y / N

