

## Invitation to Tender (ITT)

For: **ONLINE PAYMENTS SYSTEM IN NEPAL**

Date: 16 September 2020

### 1 Overview of British Council Services Nepal Pvt Ltd (BCSNPL)

1.1 **British Council Services Nepal Private Limited** is a private limited company registered in Nepal (company number 212000/075/076) whose registered address is Lainchaur, PO Box 640, Kathmandu, Nepal. Further information can be viewed at [www.britishcouncil.org](http://www.britishcouncil.org).

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

2.1 BCSNPL works across a range of areas delivering trainings and examinations. Having an online payments facility would improve our customer satisfaction as they will be able to make payments for Exams and teaching services with greater ease.

2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of BCSNPL and the procurement process for submitting a tender proposal.

### 3 Tender Conditions and Contractual Requirements

This section of the ITT sets out BCSNPL's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("**Procurement Process**").

#### 3.1 Contracting requirements

3.1.1 The contracting authority is BCSNPL which includes any subsidiary companies and other organisations that control or are controlled by BCSNPL from time to time (see: <http://www.britishcouncil.org/organisation/structure/status>).

3.1.2 The appointed supplier will be expected to deliver the goods and/or provide services at **BCSNPL Services Nepal Pvt Ltd Office, Lainchaur, Nepal**.

3.1.3 BCSNPL recognises that suppliers may have standard contractual terms for services of this nature. However, BCSNPL does have some key terms that must be incorporated into the contract with the

appointed supplier (the “**Contract**”) and these are set out at **Annex 1** (“**Key Terms**”). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and to incorporate the Key Terms into the Contract without further negotiation or amendment. In the event of any conflict between the Key Terms and any other terms and conditions proposed to apply to the Contract, the Key Terms shall take precedence.

3.1.4 The Contract awarded will be for duration of **three years** with an option for an extension for up to an additional one year subject to performance of the supplier, availability of need, funds and demonstration of continued value for money in comparison to prevailing market rates of similar services at the time.

3.1.5 In the event that you have any concerns or queries in relation to the Contract or the Key Terms, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, BCSNPL may issue a clarification change to the Key Terms that will apply to all potential suppliers submitting a tender response.

3.1.6 BCSNPL is under no obligations to consider any clarifications / amendments to the Key Terms proposed following the Clarification Deadline, but before the Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments received from a potential supplier as part its tender response shall entitle BCSNPL 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 BCSNPL policies relevant to the goods and/or services being supplied. All relevant BCSNPL policies that suppliers are expected to comply with can be found on BCSNPL website (<https://www.britishcouncil.org/organisation/transparency/policies>). The list of relevant policies includes (but it is not limited to): Anti-Fraud and Corruption, Child Protection Policy, Equality, Diversity and Inclusion Policy, Fair Trading, Health and Safety Policy, Environmental Policy, Records Management, and Privacy.

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

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

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to BCSNPL 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 BCSNPL for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue, but BCSNPL 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 BCSNPL.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify BCSNPL promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

3.3.5 Amendments to the ITT – At any time prior to the Response Deadline, BCSNPL may amend the ITT. 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 BCSNPL, be extended.

3.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of BCSNPL's requirements, these Tender Conditions and the Key Terms) and all other documents and any clarifications or updates issued by BCSNPL as part of this Procurement Process.

3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by BCSNPL completed in all areas and in the format as detailed by BCSNPL in **Annex 6** (Supplier Response). Any documents requested by BCSNPL must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Response Deadline by giving written notice to BCSNPL. Any modification should be clear and submitted as a complete new tender response in accordance with **Annex 6** (Supplier Response) and these Tender Conditions.

3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by BCSNPL may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains handwritten 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 BCSNPL forming part of the ITT;

- 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 BCSNPL in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- is received after the Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling BCSNPL 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 BCSNPL concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

BCSNPL 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 BCSNPL shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from BCSNPL 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 ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, BCSNPL 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 ITT but BCSNPL 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 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirement of this ITT.

3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of BCSNPL in relation to fraud or in other circumstances where BCSNPL's liability may not be limited under any applicable law.

## **4 Confidentiality and Information Governance**

4.1 All information supplied to you by BCSNPL, including this ITT 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 BCSNPL has given express written consent to the relevant communication.

4.3 This ITT and its accompanying documents shall remain the property of BCSNPL and must be returned on demand.

4.4 BCSNPL 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, BCSNPL. BCSNPL 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 BCSNPL 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 BCSNPL (together the "**Disclosure Obligations**").

4.6 You should be aware of BCSNPL's obligations and responsibilities under the Disclosure Obligations to disclose information held by BCSNPL. 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 BCSNPL under the Disclosure Obligations, unless BCSNPL 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 6** (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 BCSNPL should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that BCSNPL 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 BCSNPL, 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 BCSNPL on the basis that it may be disclosed under the Disclosure Obligations if BCSNPL considers that it is required to do so and/or may be used by BCSNPL in accordance with the provisions provision of this ITT.

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 BCSNPL ’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on BCSNPL’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 BCSNPL for a period of ***one hundred twenty (120 no.) days*** from the Response Deadline. A tender response not valid for this period may be rejected by BCSNPL.

## **6 Payment and Invoicing**

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

- A description of the good/ services supplied is included.
- BCSNPL Purchase Order number is included.
- VAT number of BCSNPL should be included.
- All invoices should be sent by post/ delivery to: BCSNPL, Lainchaur, Kathmandu, Nepal

## 7 Specification

7.1 Refer to **Annex 6 for details on the requirements.**

## 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 BCSNPL's specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle BCSNPL 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 in the Qualification Questionnaire. A failure to comply with one or more such qualification requirements where necessary, shall entitle BCSNPL to reject a tender response in full without any liability whatsoever.

## 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 ITT 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 ITT will not apply.

10.2 The following additional documentation / information is provided as part of this ITT, NONE.

## 11 Timescales

11.1 Subject to any changes notified to potential suppliers by BCSNPL in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / Time
Issue of Contract Notice / availability of ITT documents (Bid Launch)	16 Sep 2020
Deadline for clarification questions ( <b>Clarification Deadline</b> )	29 Sep 2020

BCSNPL to respond to clarification questions to all potential suppliers	01 Oct 2020
Deadline for submission of ITT responses by potential suppliers ( <b>Response Deadline</b> )	05 Oct 2020
Award decision	12 Oct 2020
Contract concluded with winning supplier	19 Oct 2020
Contract start date	20 Oct 2020

**N/B:** BCSNPL may modify the dates indicated above to accommodate changes that it assesses to be reasonable.

## 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 6** (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted **in English** to BCSNPL's e-mail: [Sanjog.dhakal@britishcouncil.org.np](mailto:Sanjog.dhakal@britishcouncil.org.np) and [robin.maharjan@britishcouncil.org.np](mailto:robin.maharjan@britishcouncil.org.np) by the Response Deadline, as set out in the Timescales section of this ITT.

12.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by BCSNPL.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. 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 BCSNPL).
- 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 ITT or its Annexes, all tender responses should be in the format of the relevant BCSNPL 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 BCSNPL requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.



- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

### 13 Clarification Requests

13.1 All clarification requests *should* be submitted **in English** to BCSNPL's e-mail: [Sanjog.dhakal@britishcouncil.org.np](mailto:Sanjog.dhakal@britishcouncil.org.np) and [robin.maharjan@britishcouncil.org.np](mailto:robin.maharjan@britishcouncil.org.np) by the Clarification Deadline, as set out in the Timescales section of this ITT. BCSNPL 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 ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

13.3 BCSNPL 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 BCSNPL 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 BCSNPL responding to all potential suppliers.

13.4 BCSNPL 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 BCSNPL 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. Tender 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 ITT 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 (***Annex 2***) 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 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:** BCSNPL reserves the right to contact any of the shortlisted vendors for a short demo presentation for the panellists where it deems fit. The demonstrations will allow for interaction with the contacted bidder(s).

**Stage 4:** If a bidder succeeds in passing Stages 1, 2 and 3 of the evaluation, then it will have its detailed tender response to BCSNPL’s requirements evaluated in accordance with the evaluation methodology set out below. Information provided as part of Qualification Questionnaire responses may also be verified as part of this stage.

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

Criteria	Sub-criteria	Weighting
Approach & methodology		23%
	Technical architecture and integration – 4%	
	Design and UX – 4%	
	System & Products– 5%	
	Finance and Legal – 5%	
	Procurement - 5%	
Management & Supervision		8%
Timeline/ Workplan		8%
Quality		18%
	Customer support and reporting – 4%	
	Service support and management – 4%	
	Security and compliance - 5%	
	Performance - 5%	
Commercial		33%
Value Area		10%

14.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 3 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by BCSNPL for all criteria other than Commercial using the following scoring model:

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

14.4 Commercial Evaluation – 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 BCSNPL 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 BCSNPL as part of the pricing approach, BCSNPL may reject the full tender response at this point. BCSNPL may also reject any tender response where the Overall Price for the goods

and/or services is considered by BCSNPL to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest "Overall Price". Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

14.5 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

14.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology, which is also supported by any required verification evidence (to include, without limitation, any updated information or references relating to any Qualification Question responses) obtained by the Authority relating to any self-certification or other requirements referred to in the Qualification Questionnaire.

If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in the Qualification Questionnaire as a party prepared to provide such information, is not provided in accordance with any timescales specified by BCSNPL and/or any evidence reviewed by BCSNPL (whose decision shall be final) does not demonstrate compliance with any such requirement, BCSNPL 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 ITT (issued as separate documents):**

**Annex 1 - Terms and Conditions of Contract (TCC)**

**Annex 2 – Qualification Questionnaire (QQ)**

**Annex 3 – Business Requirements (BR)**

**Annex 4 – Pricing Approach (PA)**

**Annex 5 – Qualification Questionnaire Ration Analysis (QORA)**

**Annex 6 - Supplier Response Form (SRF)**