

**Request for Proposal (RFP)**

**For:** IT equipment

**Date:** 16 July 2020

**1) Background**

The British Council seeks to procure IT equipment (Laptops, Router, Hard drives and Audio/Visual equipment’s) for its business operation in Nepal SSDP-TA Facility project in Sanothimi.

**2) Overview of the British Council**

1.1 The British Council is the United Kingdom’s international organisation for cultural relations and educational opportunities. Its purpose is to promote a friendly knowledge and understanding between the people of the UK and people worldwide; making a positive contribution to all the countries we work with; and making a lasting difference to the UK's security, prosperity and influence. It seeks to achieve its aims by working in education, science, governance, English and the arts. In 2014-15, its programmes reached a total audience of 647 million people worldwide, up by 43 million from the previous year. The British Council also had a total turnover of £973 million, which was 13% higher than the previous year. Its income included a grant-in-aid of £155 million, £637 million from fees and income from services such as English teaching, exams administration and £164 million from contract activity, such as the management of client-funded contracts, and funding from a wide range of public and private sector partners.

1.2 The British Council was established in 1934 and incorporated by Royal Charter in 1940. It is registered as a charity in England and Wales (charity no. 209131) and Scotland (charity no. SCO37733). It is also an executive non-departmental public body, with the Foreign and Commonwealth Office as its sponsoring department.

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

* Promote cultural relationships and the understanding of different cultures between people and peoples of the United Kingdom and other countries;
* Promote a wider knowledge of the United Kingdom;
* Develop a wider knowledge of the English language;
* Encourage cultural, scientific, technological and other educational co-operation between the United Kingdom and other countries; and
* Otherwise promote the advancement of education.

1.4 The British Council works in more than 110 countries around the world and employs over 7000 staff worldwide. It has its headquarters in the UK, with offices in London, Manchester, Belfast, Cardiff and Edinburgh. Further information can be viewed at [www.britishcouncil.org](http://www.britishcouncil.org).

**3) Other Rights**

Rights to cancel or vary this Procurement Process - By issuing this RFP, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the British Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this RFP but the British Council reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the British will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirement of this RFP.

Nothing in these Tender Conditions is intended to exclude or limit the liability of the British Council in relation to fraud or in other circumstances where the British Council’s liability may not be limited under any applicable law.

**4) Tender Validity**

4.1 Your tender response must remain open for acceptance by the British Council for a period of 60 days from the Response Deadline. A tender response not valid for this period may be rejected by the British Council.

**5) Confidentiality and Information Governance**

5.1 All information supplied to you by the British Council, including this RFP and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

5.2 You shall not disclose copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the British Council has given express written consent to the relevant communication.

5.3 This RFP and its accompanying documents shall remain the property of the British Council and must be returned on demand.

5.4 The British Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the British Council. The British Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the British Council in accordance with such rights reserved by it under this paragraph.

5.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies apply to the British Council (together the “**Disclosure Obligations**”).

5.6 You should be aware of the British Council’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the British Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the British Council under the Disclosure Obligations, unless the British Council decides that one of the statutory exemptions under the FOIA or the EIR applies.

5.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 (Submission Checklist) of Annex 2 (Supplier Response), you must provide clear and specific detail as to:

* the precise elements which are considered confidential and/or commercially sensitive;
* why you consider an exemption under the FOIA or EIR would apply; and
* the estimated length of time during which the exemption will apply.

5.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the British Council should not and will not be bound by any such markings.

5.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the British Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the British Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the British Council on the basis that it may be disclosed under the Disclosure Obligations if the British Council considers that it is required to do so and/or may be used by the British Council in accordance with the provisions provision of this RFP.

5.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the British Council ’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the British Council’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

**6) Payment and Invoicing**

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

* A description of the good/services supplied is included.
* The British Council Purchase Order number is included.
* It is sent electronically via email in PDF format to “To be confirmed later” or by post to:

The British Council, Lainchaur, Kathmandu, Nepal (P O Box 640)

**7) Specification**

It shall be as specified in Annex 4 separately attached to this request for proposal.

**8) Timescales**

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

|  |  |
| --- | --- |
| **Activity**  | **Date / time** |
| RFP Issued to bidding suppliers | 16th July 2020 |
| Deadline for submission of RFP responses by potential suppliers (**Response Deadline**) | 27th July 2020– 1500 hours |
| Final Decision | 29th July 2020 – 1500 hours |

**9) Instructions for Responding**

12.1 The documents that must be submitted to form your tender response are listed at Part 2 (Submission Checklist) of Annex 2 (Supplier Response) to this RFP. All documents required as part of your tender response should be submitted by the Response Deadline (27 July 1500 hours) as set out in the Timescales section of this RFP:

a) **In hard copies** to British Council, Lainchaur by quoting “IT Equipment – SSDP TA – RFP – British Council” **OR**

b) **Through email** to ratnaa.maharjan@britishcouncil.org.np and ashim.kharel@britishcouncil.org.np with subject “IT Equipment – SSDP TA – RFP – British Council”

**10) Evaluation Criteria**

10.1 You will have your tender response evaluated as set out below:

|  |  |
| --- | --- |
| **Criteria** | **Weighting**  |
| Commercial | 50% |
| Availability of resources (Delivery) | 40% |
| Value Areas | 10% |

10.2 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.