

**Request for Proposal (RFP)**

**For:** *Design freelancers for British Council*

*- English (Teaching) activities in Poland mainly and rarely Czech, Slovakia, Hungary, Greece*

**Date:** *15/11/2023*

**1 Overview of the British Council**

We support peace and prosperity by building connections, understanding and trust between people in the UK and countries worldwide.

We uniquely combine the UK’s deep expertise in arts and culture, education and the English language, our global presence and relationships in over 100 countries, our unparalleled access to young people and influencers and our creative sparkle.

We work directly with individuals to help them gain the skills, confidence and connections to transform their lives and shape a better world in partnership with the UK. We support them to build networks and explore creative ideas, to learn English, to get a high-quality education and to gain internationally recognised qualifications.

We work with governments and our partners in the education, English language and cultural sectors, in the UK and globally. Working together we make a bigger difference, creating benefit for millions of people all over the world.

We work with people in over 200 countries and territories and are on the ground in more than 100 countries. In 2021–22 we reached 650 million people.

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

2.1 The British Council is seeking to appoint designers to work across multiple countries list in Section 3, point 3.1.2 to support its: support: Teaching Centre (TC) business

*(Please note that from time-to-time supplier may be required to deliver services in other regions/countries that the British Council operates in globally. For more information, please refer to* [*https://www.britishcouncil.pl/about-us*](https://www.britishcouncil.pl/about-us)*)*

2.2 The focus of this Request for Proposal is around one of the 5 activities: English (Teaching) activities in the central Europe region.

**Teaching Centres:** The British Council has over 80 years of expertise in delivering English language education, and we are trusted by over 100 million learners worldwide each year. Students can learn with us through our online English classes and courses, or at our English language schools (Teaching Centres).

In CEC region we operate on Poland, Czech, Slovakia, Hungary and Greece. We focus on communication our face to face courses to primary and secondary students but also to Adult students.

We can create life-changing opportunities; get the English level students need to get ahead at work or to study abroad, or simply improve their confidence in communicating.





2.3 Brand introduction guidelines:

The British Council brand runs consistently through our promotional collateral; the brand guidelines include a mandatory use of our font ‘British Council sans’, mandatory grids for the positioning of the logo, guidelines on colour use and size of the logo. The design of sub-brands and project logos is not allowed.

The guidelines also include information on use of photography, tone of voice, sponsorship logos and partnership identities. The majority of photography used on British Council work can be sourced from our own asset bank. The brand is managed internally by the British Council Brand Team.

We will proactively manage any contracts won through this tender process. In the event of any brief being received from a commissioning sector of the British Council contradicting the corporate brand guidelines, the supplier must contact the Brand Team in the first instance for advice and support prior to any further work being undertaken.

Our Brand Hub

The British Council Brand Hub centralizes and distributes all our main assets, including photography, logos, fonts, videos, audios, etc.



More information at https://brandhub.britishcouncil.org

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

**3 Proposal Conditions and Contractual Requirements**

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

**3.1 Contracting requirements**

3.1.1 Contracting authority: the British Council which includes any other companies and organisations that control or are controlled by the British Council from time to time (see: <http://www.britishcouncil.org/organisation/structure/status>).

3.1.2 The British Council aims to appoint a supplier which will be expected to deliver the goods and/or provide services at the British Council offices the countries below:

Poland with the specific, separate entity – Foundation and sometimes Czech, Slovakia, Hungary, Greece. The most jobs needs to be in Polish as it is the biggest country in CE cluster.

3.1.3 The Contract awarded will be for a duration of for a duration of 2 years with an option for an extension for up to an additional 2 extensions of one year each (Total term 2 years +1 & +1 years)

3.1.4 Contractual terms: As set out at Annex [1] (“**Contract**”). By submitting a Proposal, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment. In the event that the chosen service provider is operating as a Sole Trader or through a Personal Service Company, the British Council retain the right to issue specific contractual terms and conditions, in order to take account of this status. If you plan to submit a bid as a Sole Trader or Personal Service Company please contact emilia.dadacz@britishcouncil.pl for a copy of the specific terms. Once the Contract is awarded, there will be no changes allowed to the Contract (except in accordance with the provisions of the Contract). Any clarification questions in relation to any aspect of this Procurement Process and the associated documentation should be submitted in accordance with the process set out in paragraph 12 (*Clarification Requests*). Only changes which relate to the correction of ambiguity or manifest error in relation to the terms of the Contract will be considered and, if necessary, the British Council may, when issuing its response to clarification questions, reissue Annex [1] to reflect such changes. Any proposed amendments received from a potential supplier as part of its Proposal shall entitle the British Council to reject that Proposal and to disqualify that potential supplier from this Procurement Process.

**3.2 General Policy Requirements**

3.2.1 By submitting a Proposal, you confirm that you will, and that you will ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable British Council policies relevant to the goods and/or services being supplied. All relevant British Council policies that suppliers are expected to comply with can be found on the British Council website (<https://www.britishcouncil.org/organisation/transparency/policies>).

**3.3 General Proposal conditions (“Proposal Conditions”)**

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

3.3.2 Third party verifications – Your Proposal is submitted on the basis that you consent to the British Council carrying out all necessary actions to verify the information that you have provided, and the analysis of your Proposal being undertaken by one or more third parties commissioned by the British Council for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied as part of this Procurement Process is supplied in good faith. The information contained in the RFP and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue. No liability (save for fraudulent misrepresentation) is accepted for its accuracy, adequacy or completeness and no warranty is given as such.

3.3.4 Potential suppliers to make their own 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. The clarification process set out in paragraph 12 should be used for any queries in relation to this Procurement Process.

3.3.5 Amendments to the RFP – At any time prior to the Response Deadline, the British Council may amend the RFP and if appropriate, the Response Deadline shall, at the discretion of the British Council, be extended.

3.3.6 Compliance of Proposal – Any goods and/or services offered should be on the basis of and strictly in accordance with the RFP (including, without limitation, any specification of the British Council’s requirements, these Proposal Conditions and the Contract) and all other documents and any clarifications or updates issued by the British Council as part of this Procurement Process.

3.3.7 Compliance with the terms of the Contract – The successful supplier must comply with the Contract as set out in Annex [1] without any amendment (save as described in paragraph 3.1.4). .

3.3.8 Format of Proposal – Proposals must comprise the relevant documents as detailed by the British Council in Annex [2] (Supplier Proposal) completed in accordance with relevant all instructions. Any documents requested by the British Council must be completed in full. It is important that you read the RFP carefully before completing and submitting your Proposal.

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

3.3.10 Disqualification – If you breach these Proposal Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this RFP, and/or in any supporting documents, entitling the British Council to reject a Proposal apply and/or if you or your appointed advisers attempt:

* to inappropriately influence this Procurement Process or fix or set the price for goods or services;
* to enter into an arrangement with any other party that such party shall refrain from submitting a Proposal;
* to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
* to collude in any other way;
* to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
* to obtain information from any of the employees, agents or advisors of the British Council concerning this Procurement Process (other than as set out in these Proposal Conditions) or from another potential supplier or another Proposal,

the British Council shall be entitled to reject your Proposal in full and to disqualify you from this Procurement Process. Subject to paragraph 3.3.1 below, by participating in this Procurement Process you accept that the British Council shall have no liability to a disqualified potential supplier in these circumstances.

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

3.3.12 Rights to cancel or vary this Procurement Process – Nothing in this Procurement Process will bind the British Council to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this RFP, but the British Council reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice in writing. Subject to paragraph 3.3.15, the British will have no liability for any losses, costs or expenses you incur as a result of such actions.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Proposal Conditions and the requirements of this RFP.

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

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

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* to enter into an arrangement with any other party that such party shall refrain from submitting a Proposal;
* to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
* to collude in any other way;
* to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
* to obtain information from any of the employees, agents or advisors of the British Council concerning this Procurement Process (other than as set out in these Proposal Conditions) or from another potential supplier or another Proposal,

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**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 Emilia.dadacz@britishcouncil.pl

**7 Specification**

**Creative works overview**
From time to time the British Council requires the below services. Please note that this list is not exhaustive of all service requirements.

* Adaptation of digital templates provided by British Council in PhotoShop or InDesign.
* Creative support – Consultancy and implementation.
* Paid: Creative development and design for most popular paid channels across all formats including social media posts, stories, reels, display and video ads, ads for programmatic, GDN, Youtube video ads, display and animated ads.
* Organic: Content creation of infographics, IG Stories, Reels. tutorials, video (testimonials, pills, videographic, animations, etc.), blog posts, email copies, email images, hero images for our corporate websites, YouTube thumbnails, and any other relevant content for organic channels.
* Offline materials design, including printed promotional materials such as flyers, brochures, events banners, etc.
* Localising the campaign assets into Polish, either working with agency’s translators or the British Council’s translators – this will be decided by the British Council.

The categories across which supplier capability will be mapped is ability to provide a service in locations currently in scope. Alongside this service capability across the below service type categories:

* Key Visual
* Campaign adaptations
* Campaign Localization
* Infographics
* Copywriting
* Online Design
* Offline Design (banners, roll-ups, backdrops...)
* Printed Ads
* Storyboard
* Audio Production
* Video Production
* Video Animation

The British Council will procure under this framework via Direct Award:

* British Council will identify suppliers which best meets our requirements taking into consideration information submitted as part of your bid i.e. British Council is able to assess the most economically advantageous solution it may use award a direct call-off.

 **General business measurements and KPIs:**

* Lead time for project (Lead time refers to how much time a project takes from request to final delivery)
* Client satisfaction rating
* Brand compliance rate for creative works
* Success rate of creative works’ testing
* Time spent on rework

**8 Mandatory Requirements / Constraints**

8.1 As part of your Proposal, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the British Council’s specification forming part of this RFP. Failure to comply with any mandatory requirements or constraints shall entitle the British Council to reject a Proposal.

**9 Key background documents**

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

**10 Timescales**

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

|  |  |
| --- | --- |
| **Activity**  | **Date / time** |
| RFP Issued to bidding suppliers | 22 November |
| Deadline for clarification questions (**Clarification Deadline**)  | 29 November  |
| British Council to respond to clarification questions | 1 December |
| Deadline for submission of RFP responses by potential suppliers (**Response Deadline**)  | 12 December  |
| Final Decision | 19 December  |
| Contract concluded with winning suppliers | 22 December |
| Contract start date | 8 January  |

**11 Instructions for Responding**

11.1 The documents that must be submitted to form your Proposal are listed at Part [2] (Submission Checklist) of Annex [2] (Supplier Proposal) to this RFP. All documents required as part of your Proposal should be submitted to Emilia.dadacz@britishcouncil.pl the Response Deadline, as set out in the Timescales section of this RFP.

11.2 The following requirements should be complied with when submitting your Proposal in response to this RFP:

* Please ensure that you send your submission in good time to prevent issues with technology – late Proposals may be rejected by the British Council.
* Do not submit any additional supporting documentation with your Proposal except where specifically requested to do so. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the British Council).
* All attachments/supporting documentation should be provided separately to your main Proposal document, clearly labelled and cross-referenced to the Proposal as relevant.
* If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your Proposal.
* Unless otherwise stated as part of this RFP or its Annexes, all Proposals should be in the format of the relevant British Council requirement with your response to that requirement inserted underneath.
* Where supporting evidence is requested as ‘or equivalent’ you must demonstrate such equivalence as part of your Proposal.
* Any deliberate alteration of a British Council requirement as part of your Proposal will invalidate your Proposal to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
* Responses should be concise, unambiguous, and should directly address the requirement stated.
* Your Proposal to the RFP requirements and pricing will be incorporated into the Contract, as appropriate.

**12 Clarification Requests**

12.1 All clarification requests should be submitted to emilia.dadacz@britishcouncil.pl by the Clarification Deadline, as set out in the Timescales section of this RFP. The British Council is under no obligation to respond to clarification requests and will response if the question is appropriate and received before the Clarification Deadline.

12.2 Any clarification requests should clearly reference the appropriate paragraph in the RFP documentation and, to the extent possible, should be aggregated rather than sent individually.

12.3 The British Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the British Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the British Council responding to all potential suppliers.

12.4 The British Council may at any time request further information from potential suppliers to verify or clarify any aspects of their Proposal or other information they may have provided. Should you not provide supplementary information or clarifications to the British Council by any deadline notified to you, your Proposal may be rejected in full and you may be disqualified from this Procurement Process.

**13 Evaluation Criteria**

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

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

↓

**Stage 2:** If a bidder succeeds in passing Stages 1 of the evaluation, then it will have its Proposal evaluated in accordance with the evaluation methodology set out below.

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

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Social Value  | 10% |
| Quality | 50% |
| Commercial | 40% |

13.3 Scoring Model – Proposals will be subject to an initial review at the start of Stage 2 of the evaluation process. Any Proposals not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Proposals not so rejected will be scored by an evaluation panel appointed by the British Council for all criteria other than Commercial using the following scoring model:

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

13.4 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of Annex [3] (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation, further information on this approach may be available in Annex 3. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the British Council as part of the pricing approach, the British Council may reject the full Proposal at this point. The British Council may also reject any Proposal where the Overall Price for the goods and/or services is considered by the British Council to be abnormally low following the relevant processes set out under the procurement rules. A maximum offer score of 10 will be awarded to the Proposal offering the lowest “Overall Price”. Other Proposals will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

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

13.6 The Winning Proposal(s) - The winning Proposal shall be the Proposal scoring the highest percentage score out of 100 when applying the above evaluation methodology, which is also supported by any required verification evidence (to include, without limitation, any updated information)] obtained by the Authority relating to any self-certification or other requirements referred to at any time in this Procurement Process.

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

**Annex 1 - Terms and Conditions of Contract**

**Annex 2 – Supplier Proposal**

**Annex 3 – Pricing Approach**