

## **Invitation to Tender (ITT)**

**For:** Local Transportation Kingdom of Saudi Arabia

**Date:** November 2022

### **1 Overview of the British Council**

1.1 The British Council builds connections, understanding and trust between people in the UK and other countries through arts and culture, education and the English language. We work in two ways – directly with individuals to transform their lives, and with governments and partners to make a bigger difference for the longer term, creating benefit for millions of people all over the world. We help young people to gain the skills, confidence and connections they are looking for to realise their potential and to participate in strong and inclusive communities. We support them to learn English, to get a high-quality education and to gain internationally recognised qualifications. Our work in arts and culture stimulates creative expression and exchange and nurtures creative enterprise.

1.2 We connect the best of the UK with the world and the best of the world with the UK. These connections lead to an understanding of each other's strengths and of the challenges and values that we share. This builds trust between people in the UK and other nations which endures even when official relations may be strained.

1.3 We work on the ground in more than 100 countries. In 2019-20 we connected with 80 million people directly and with 791 million overall, including online and through our broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body. Further information can be viewed at [www.britishcouncil.org](http://www.britishcouncil.org).

The British Council KSA was established in 1975 in Riyadh, Jeddah and Dammam.

Contact phone number - 00966 920003668.

KSA offices are situated in

Riyadh office - C14, first floor, Alfazari square, Diplomatic Quarters, Riyadh, Saudi Arabia

Jeddah office - Office no 407,408, 4th Floor Regus, Jeddah, Saudi Arabia

Dammam office - Second floor - HTI PMYP, Dammam, Saudi Arabia

## 2 Introduction and Background to the Project / Programme

2.1 The British Council in the Kingdom of Saudi Arabia is seeking to identify a government, registered and reputed company to carry out high quality vehicle driven local transportation related services on its behalf during visits of delegations and/or for other official purposes or goods, transportation of documents / equipment / staff / visitors and on an as needed basis. The Service Provider shall be able and willing to supply these services.

The local transportation services will be required within, KSA. The selected Service Provider will provide chauffeur driving services that include a driver and a vehicle to carry out the local transportation of passenger and/or goods as instructed by the British Council, as well as rent a car service.

The British Council will sign an agreement with a Supplier in KSA, to cover these requirements and have the right to use the services based on the British Council requirements.

The Service Provider is intended to ensure that British Council corporate standards and relevant policies/procedures are met and ensure the safety and comfort of British Council passengers and/or goods when using the Service Provider's transportation.

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

## 3 Tender Conditions and Contractual Requirements

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

### 3.1 Contracting requirements

3.1.1 The contracting authority 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 (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 the British Council offices in Saudi Arabia.

British Council Saudi Arabia:	
British Council, Riyadh,	C14, first floor, Alfazari square, Diplomatic Quarters, Riyadh, Saudi Arabia
British Council, Jeddah,	Office no 407,408, fourth floor Regus, Jeddah, Saudi Arabia
British Council, Dammam,	Second floor - HTI PMYP, Dammam, Saudi Arabia

3.1.3 The British Council's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (*Terms and Conditions of contract*) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT 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 address any questions at the correspondence section on the Intend portal at <https://in-tendhost.co.uk/britishcouncil>. A copy of the specific terms will be attached here also. 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, the terms of the Contract or the payment schedule should be submitted in accordance with the process set out in paragraph 13 (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 that it has received, reissue Annex 1 to reflect such changes.

3.1.4 The Contract awarded will be for a duration 2 years with the option to renew for up to 2 additional periods of 1 year each subject to the British Council's discretion. There will be no commitment from the British Council to guarantee any minimum volume of reservations to the Service Provider.

## **3.2 General Policy Requirements**

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable British Council policies relevant to the goods and/or services being supplied. All relevant British Council policies that suppliers are expected to comply with can be found on the British Council website (<https://www.britishcouncil.org/organisation/transparency/policies>). The list of relevant policies includes (but it is not limited to): Anti-Fraud and Corruption, Modern Slavery, Adults at Risk, 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 the British Council carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by the British Council for such purposes.

3.3.3 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 the British Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the British Council.

3.3.4 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 the British Council 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, the British Council 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 the British Council, 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 the British Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the British Council as part of this Procurement Process.

3.3.7 Compliance with the terms of the Contract – The successful bidder will be expected to comply with the Contract set out in Annex 1 without any amendment (save as described in paragraph 3.1.3).

3.3.8 Format of tender response submission – Tender responses must comprise the relevant documents specified by the British Council completed in all areas and in the format as detailed by the British Council in Annex 3 (Supplier Response). Any documents requested by the British Council must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

3.3.9 Modifications to tender response documents once submitted – You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 3 (Supplier Response) and these Tender Conditions.

3.3.10 Rejection of tender responses or other documents – A tender response or any other document requested by the British Council may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;

- does not reflect and confirm full and unconditional compliance with all of the documents issued by the British Council forming part of the 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 the British Council in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- is received after the Response Deadline.

3.3.11 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 the British Council to reject a tender response apply and/or if you or your appointed advisers attempt:

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

the British Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the British Council shall have no liability to a disqualified potential supplier in these circumstances.

3.3.12 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 the British Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.13 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, 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 ITT but the British Council reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the British will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

3.3.14 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.

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

## **4 Confidentiality and Information Governance**

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

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

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

4.5 The Freedom of Information Act 2000 (“FOIA”), EU General Data Protection Regulation (GDPR) 2015, the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies apply to the British Council (together the “**Disclosure Obligations**”).

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

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 (Submission Checklist) of Annex 3 (Supplier Response), you must provide clear and specific detail as to:

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

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

4.9 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 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 the British Council’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the British Council’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## **5 Tender Validity**

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

## **6 Payment and Invoicing**

6.1 The 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 [BC.Invoices@britishcouncil.org](mailto:BC.Invoices@britishcouncil.org) or by post to:

## **7 Specification**

### **Specification**

#### **7.1. Locations, Equipment and Key Personnel**

The appointed Service Provider will be expected to transport passengers and/or goods across all British Council offices in all branches, schools, universities, and rented venues, throughout Saudi Arabia.

Transportations for the British Council' staff, visitors and partners from and to the office and/or staff residencies or designated pick-up point to designated destinations across Saudi Arabia, as needed (please see Pricing Approach Annex (4), or on any other road journey within the country to which employed.

The Service Provider must have offices, key personnel, and a vehicle fleet of a sufficient number to accommodate the British Council needs per operation.

**The Service Provider will provide the following equipment which will be used in the provision of, Service passenger vehicles, including but not limited to: Sedans, SUV's, vans and buses.**

**The selected Service Provider will provide driving services that include a driver and a vehicle.**

**The Service Provider shall deploy Licensed drivers for the vehicles provided in the provision of the Services. Drivers must have five years of driving experience with at least one years of professional experience as a driver. Drivers must demonstrate maturity and experience of professional driving.**



## **7.2 Working Hours**

For the purposes of this Agreement “Working Hours” and “Working Days” shall mean 7 days a week and 24 hours a day.

## **7.3 Billing**

The Service Provider must submit the invoices to the British Council no later than by the 5th calendar day of each month which must include all services rendered to British Council on the last month. The payment terms are 30 days and will be issued through purchase order on SAP system and will take 30 days to be reflected to the Service Provider bank account. There will be no cash payment made from British Council.

In addition, the Service Provider must receive prior written request by the British Council staff members who are authorised to make bookings for trips on behalf of the British Council. The name and contact details of the authorised staff, and any subsequent changes, shall be communicated to the Service Provider by a member of the British Council administration department. Service Provider must not deliver any services without such prior requests received by the British Council.

The Service Provider must receive a Purchase Order issued by British Council prior to the delivery of the service. Service Provider must not deliver any service if PO was not issued by the British Council. Service Provider must be able to submit invoice and receive payment from British Council.

## **7.4 Management Information and Data Reporting**

Management Information and Data Reporting shall be provided to the British Council free of charge on a monthly basis. The management information shall include monthly consolidated dashboard reporting data per Month and Year to Date, covering all areas of spend but not limited to:

- Volume and Spend by City
- Volume and Spend by Journey
- Volume and Spend by Service Type
- Top 10 Traveler (by Volume, Waiting Time and Spend)
- Top 20 Journeys by Volume and Spend
- KPI's Report

## **7.5 Service Requirements**

The Service Provider to facilitate, accept and fulfil the reservations made by British Council.

The Service Provider will notify the British Council of reservations made, as well as be clear and fully transparent about all service charges including service fares, waiting hours, additional drops.

The Service Provider will provide services in accordance with the British Council specific requirements, instructions and/or guidelines as may occasionally be amended.

Punctuality is an essential element for the proper execution of services. The service provider will ensure that the services ordered by the British Council are delivered within the time limits specified in the order. If this is not the case, the British Council shall, without prejudice to the other remedies provided for in the

contract, deduct from the Purchase Order, as damages, a sum of the delivery price of the services not delivered on time until actual delivery (see KPIs for further information).

The Service Provider is fully responsible to provide vehicles for the local transportation services of the British Council and, will be fully responsible for the regular appropriate maintenance and use of the vehicle.

The Service Provider will carry out the local transportation services promptly, professionally, and diligently in accordance with the local transportation industry best practice, and any applicable regulations and requirements.

The Service Provider will ensure that in the event of any complaint about a vehicle or driver appropriate steps are taken, and if so, requested by the British Council that car and/or driver will not be used again to service the British Council Contract.

The passenger's wishes must be respected regarding starting conversation, radio use, air-conditioning, heating, and windows.

For the duration of the Contract with British Council, the Service Provider will ensure holding all current valid transportation, business, and other licenses, consents, permits of any kind that are required under the law or regulations to undertake the required local transportation services. Copies of all required documentation and licenses including of any Sub-Contractor (s) shall be provided to British Council before the start of the Contract and thereafter when there are any changes and/or renewals.

Local Transportation is designed to ensure the safety and comfort of British Council staff on British Council business. These are the **minimum requirements** for the British Council trips. It is important to establish agreement on these before journeys take place as it is difficult to change arrangements and behaviours once in the vehicle, especially during travel.

#### **7.5.1 Mandatory requirements for all Drivers:**

In order to lower the risk from road safety hazards, all drivers operating a vehicle must:

1. Have a minimum of five years driving experience with at least one year of professional experience as a driver. Drivers must be able to demonstrate maturity and experience in professional driving.
2. Be fully licensed, hold the appropriate driving license and be compliant with local safety legislation, authorities, regulations and documentation.
3. Be suitably rested before the journey begins, the company must have a log or similar systems and checks in place to ensure this.
4. Abstain from activities that would interfere with, or distract from, their exercising full control over the vehicle, including but not limited to smoking, consuming food/beverages.
5. Refrain from operating mobile phones or other communication devices while the vehicle is in motion, except where a safe hands-free option has been provided and necessary as a security

requirement where there are no other options. This provision includes speaking, texting or other uses.

6. Wear their seatbelt and advise passengers to also wear seatbelts.
7. Not operate the vehicle, in any situation or in any circumstance, under the influence of any substance that may impair their ability to operate the vehicle.
8. Not operate the vehicle knowing that his/her ability to do so safely has been impaired, affected or influenced by illness, excessive fatigue or injury.
9. Strictly adhere to any local security instructions by traffic control authority.
10. Not, park in any unsafe location during the journey to conduct any private or official business.
11. All drivers must be physically fit, they must have the necessary interpersonal and communication skills to transport passengers safely and comfortably.
12. The drivers telephone number will always be provided to the British Council in advance of any pick-up, and the driver will have the contact number of the British Council passenger and booking officer.
13. All drivers must drive safely and according to all local legislation, even if requested not to do so by the customer. This includes, ensuring a safe distance from the car in front, no sudden braking, accelerating, or changes of direction. In, the event that, a British Council passenger asks the driver to moderate their speed or style of driving they will immediately do so in so far as it is safe, even if they feel they are driving appropriately. If the driver feels a British Council passenger has been unreasonable, they should withhold comment at the time but then report it to their managers, who can raise the issue with the British Council staff member responsible for contract management.
14. All drivers must always drive with due care, maintaining the highest level of consideration towards passengers, other road users and pedestrians, including by obeying all national codes, driving regulations and speed limits.
15. Adjust the speed of the vehicle according to local driving conditions (e.g. low visibility, rain, etc.) to ensure a safe speed always and a safe distance from other vehicles on the road.
16. All drivers must be polite and honest.
17. All drivers must maintain standard levels of hygiene and professional appearance.
18. All drivers must pick up the passenger at the agreed time and location on the agreed vehicle.
19. All drivers must know the exact destination before the trip begins. If it is a new destination, we recommend he has this information in writing. The driver must know the area he is travelling through and alternative routes in case of emergency.
20. All drivers must check before departure that the vehicle is in a roadworthy condition, has not been tampered with, and that it contains all necessary functioning equipment as per section "Requirements for Vehicles".
21. All drivers must immediately report all defects in the vehicle and/or its safety related equipment to the British Council staff.
22. All drivers must use all safety-related equipment, including that outlined in section "Requirements for Vehicles".
23. All drivers shall hold the trip information confidential and must not disclose any information overheard from any passengers they come in contact within the line of their duty with the British Council.
24. All Vehicles must be sanitized before each hire with recommended disinfectants.

25. Drivers must wear their facemasks throughout the journey.
26. All drivers appointed to the British Council should be fully vaccinated for Covid-19.

### **7.5.2 Mandatory Requirements for Vehicles:**

In, order to lower the risk from road safety hazards, all vehicles being operated by for the services of British Council must:

27. Be roadworthy and safe, including but not limited to ensuring safety belts are provided, working, and available, and are worn by all British Council employees and passengers. Drivers should not begin the journey until all passengers are wearing their safety belts.
28. All vehicles must have four doors (except buses), seatbelts for driver and all passenger seats, sufficient fuel for the journey, headlights, brake lights, signal lights, hazard warning lights, spare tyre, special signalling for breakdowns (warning reflective triangle).
29. All vehicle doors must lock and unlock independently, all windows must operate correctly, and the car's bodywork, windscreen, mirror and windows should be clean and clear of damage.
30. All vehicles must be fully licensed and compliant with local safety legislation, authorities, regulations.
31. All vehicle trunks should include a fire extinguisher, a basic car repair kit and a first-aid kit.
32. The Vehicle company must have the required insurance for passengers.
33. In the event of a vehicle failure/breakdown, the Service Provider must provide equivalent transport at short notice.
34. If the vehicle used for local transportation is not owned by the Service Provider, the Service Provider must ensure the sub-contractor/owner of the vehicle complies with all requirements, legislation, licenses.
35. The Service Provider shall provide the British Council with on an as needed basis, sedan vehicles, vans (7+ passenger capacity), buses, SUVs and vehicles designed for individuals with disabilities including individuals using a wheelchair.

**If ANY of the minimum requirements above from 1 to 35 are not met, the British Council reserves the right to withhold the fee.**

### **7.5.3 Response in the Event of a road Traffic Accident**

If a vehicle is involved in a road traffic accident, the lead traveller must:

- a. Assess the security environment and decide:
  - If it's safe to remain at the accident scene until the authorities are present.
  - If better to leave the accident scene if his/her personal safety, or the safety of the driver and/or occupants, is manifestly endangered.
- b. If there are any persons injured, call for medical aid and take all necessary action to render the accident site safe, including rendering any first aid to the injured persons which he/she is qualified to administer.

- c. Report the accident as soon as possible to the respective British Council office. Depending on the gravity of the accident, local police authorities should also be informed as soon as practically feasible.
- d. Gather as much information as possible to assist British Council management's investigation of the incident.
- e. Not admit any personal liability or any liability on the part of the British Council.

#### **7.5.4 Services to be Furnished (in addition to the above)**

The approximate number of vehicles required to be hired by the British Council is minimum one and up to 40 or more at a time.

##### **a. Conduct and Responsibilities**

1. In view of security considerations, British Council have the right to ask the Company to provide the name, address, mobile number, and photocopy of driving license of each Chauffeur deployed depending on each case.
2. The names and full addresses with mobile numbers of the chauffeurs, who will be attending, should be furnished as and when deployed depending on each case, based on the conduct and responsibilities at number 1
3. The Service Provider must provide the British Council with a 24-hour Helpline telephone number.
4. Any change in vehicles and/or chauffeurs will be allowed only in exceptional circumstances upon prior written communication by the Service Provider and approval of acceptance by the British Council.
5. Within 3 hours of receipt of service (except buses which should be no more than 12 hours) request from British Council, the Service Provider must provide the British Council with a requested vehicle type and a driver, British Council reserves the right to request additional information on each vehicle and a driver prior to the service.
6. British Council also reserves the right to reject the services or request an alternative driver or vehicle if a proposed driver or vehicle do not meet the qualifications and requirements described above. If a passenger feels they need to make a complaint about the conduct, driving or attitude of a driver they will do so to the British Council staff member responsible for the contract, who may tell the service provider that that driver will no longer be acceptable on British Council business. In such an event then the driver complained of will never be used on British Council business thereafter.
7. British Council does not guarantee any minimum compensation to the Service Provider resulting from the agreement with the British Council. The British Council will make a payment to the Service Provider only upon successful delivery of service and checklist signed by passenger.
8. A day of service is defined as 8 hours of continuous driving services in addition to 3 hours waiting period in the location without additional charge to the British Council in a 24-hour period.
9. Drivers shall not accept or request for any kind of tips from passengers under any circumstances.
10. It's the chauffeur's responsibility to get the pick-up and last drop-off passenger to sign the checklist elaborating the time of picking up, dropping off, attire, behavior, vehicle condition, chauffeurs and car compliance to requested services and rate the service.

11. British Council hold the right to instantly extend the vehicle booking hours.
12. For overnight trips, driver's accommodation and drivers' meals will be the Service Provider's responsibility.
13. No additional charges for fuel, toll stations, fines or others will be borne by the British Council under any circumstances.

**b. Maintenance and upkeep of Vehicles**

1. All the vehicle models provided to the British Council must be at maximum 5 years old from the year of make, during the whole contract duration and the interior of the vehicles should be neat and clean. Only vehicles with European, Japanese and Korean origins will be accepted in this contract.

*Example:*

- If on the 1<sup>st</sup> year of contract, we are in 2023, then the oldest vehicle shall be model 2018.
  - If on the 2<sup>nd</sup> year of contract, we are in 2024, then the oldest vehicle shall be model 2019.
2. The vehicles provided on hire must be regularly serviced and all the accessories must always be in perfect working order. Air Conditioning and heating systems should be in proper working order during the respective seasons.
  3. The vehicles should be fully fitted/equipped with, a music system, tissue paper and vehicle air fresheners.
  4. British Council vehicles must have reflective vests available for drivers and passengers, car horn, airbags and windscreen wiper blades.

**c. KPI's and Penalty levied for Irregularities**

SR.	PROBLEM	KPI	PENALTY
<b>1</b>	<b>Late Arrival</b>	<b>20%</b>	
<b>1.1</b>	15 Minutes	<b>2%</b>	15% from the Service charges will be deducted.
<b>1.2</b>	16 to 30 Minutes	<b>5%</b>	25% from the Service charges will be deducted.
<b>1.3</b>	31 minutes and beyond or does not turn up	<b>13%</b>	100% from the Service charges will be deducted. And a limousine and/or bus service will be hired for the day and payment will be borne by the Service Provider.
<b>2</b>	<b>Attire of the Chauffeur or Vehicles</b>	<b>8%</b>	100% the driver should be well dressed and to be well represented. Driver must be polite. Well mannered in dealing with British Council members and traffic police. Penalty - the company will not assign any tasks for the driver to the British Council.
<b>2.1</b>	Inappropriate	<b>5%</b>	15% from the Service charges will be deducted.
<b>2.2</b>	Very inappropriate	<b>10%</b>	50% from the Service charges will be deducted. The Chauffeur with the vehicle may be sent back and another vehicle to be provided within the hour. OR a limousine and/or bus service will be hired for the day and payment will be borne by the Service Provider <sup>2</sup> .
<b>2.3</b>	Un-clean vehicles or seat cover / smell in the vehicle	<b>10%</b>	10% from the Service charges for first incident will be deducted. 20% from the Service charges for 2nd incident will be deducted. 40% from the Service charges for 3rd incident will be deducted. Any consecutive incident and beyond 3rd incident will be subject to further consideration by British Council.
<b>2.4</b>	AC / Heating not working/ malfunctioning	<b>10%</b>	Another vehicle to be provided in an hour's time. If failed, a limousine and/or bus service will be hired for the day and payment will be borne by the Service Provider. 100% from the Service charges will be deducted.

2.5	Breakdown in-route	5%	Another vehicle to be provided in maximum an hour's time. If failed, a limousine and/or bus service will be hired for the day and payment will be borne by the Service Provider and 100% from the Service charges will be deducted.
2.6	Recurrent malfunctioning / Dissatisfactory vehicle Condition	10%	Another vehicle to be provided within the hour If failed, a limousine and/or bus service will be hired for the day and payment will be borne by the Service Provider and 100% from the Service charges will be deducted.
2.7	Chauffeurs Poor English-speaking Skills / Knowledge of city	10%	Another Chauffeur to be provided in maximum 1 hour's time and 15% from the Service charges will be deducted. If failed, a limousine and/or bus service will be hired for the day and payment will be borne by the Service Provider and 100% from the Service charges will be deducted.
2.8	Chauffeur's behavior / Conduct	10%	Another Chauffeur to be provided within the hour and 25% from the Service charges will be deducted. If failed, a limousine and/or bus service will be hired for the day and payment will be borne by the Service Provider and 100% from the Service charges will be deducted.
2.9	Irregularities such as overwriting, forged entries etc., in the logbook (to be maintained in prescribed format) Or poor KPI's below 90% for two months in a row or for separate duration of 4 months.	10%	The British Council also has the discretion to terminate the contract along with forfeiture of performance security/ blacklisting of the Service Provider.

**Notes:**

1. The penalties are consolidated not selectively.
2. Subject to service requester sole judgment.

### 7.5.5 Rent a car without Driver

The Service provider shall provide the British Council with on-call Car rental services as per the below agreed specifications:

1. The Service Provider shall provide the British Council with a rental car that is in good and functioning condition without a driver.
2. The rental car shall be an air-conditioned automatic 4-7-seater vehicle.
3. The Service Provider shall be responsible for undertaking the necessary car maintenance and to ensure that the car remains in good and functioning condition during the contract period.
4. The Service provider shall be responsible for the provision and maintenance of adequate and comprehensive vehicle insurance cover during the period of this Agreement.
5. Without any delay and without additional charges, the Service Provider shall provide the British Council with a replacement car of an equivalent model **while the rental car is under maintenance or if it is not in running condition.**
6. The Service Provider shall provide the British Council with on-call Vehicle (rental) services within the required area.
7. The vehicles provided shall be as per the agreed models and make either 4x4 or saloon car.
8. The vehicles provided shall be clean and in good functioning condition.
9. Booking will be made up to 24 hours in advance against a British Council Purchase order.
10. The Service Provider shall be responsible for completing regular and necessary vehicle maintenance and ensuring all vehicles remain in good working condition during the Agreement period.

11. Without any delay and without additional charges, the Service Provider shall provide the British Council with a replacement vehicle if the vehicle breaks down during a trip.
12. The service with drivers is to include fuel and excess mileage.

## 8 Mandatory Requirements / Constraints

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

## 9 Qualification Requirements

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

## 10 Key background documents

10.1 Further relevant background documents / information may be provided to potential suppliers as an Annex to this ITT 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.

## 11 Timescales

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

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	1 November 2022
Deadline for clarification questions ( <b>Clarification Deadline</b> )	14 November 2022
British Council to respond to clarification questions	20 November 2022
Deadline for submission of ITT responses by potential suppliers ( <b>Response Deadline</b> )	1 December 2022
Review of Submissions by	8 December 2022



Moderation panel	12 December 2022
Award decision standstill letters issued	1 January 2023
Contract concluded with winning supplier	21 January 2023
Contract start date	1 February 2023

## 12 Instructions for Responding

12.1 The documents that must be submitted to form your tender response are listed at Part 2 (Submission Checklist) of Annex 3 (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted to British Council's e-Tendering portal hosted at <https://in-tendhost.co.uk/britishcouncil> 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 the British Council.
- 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 the British Council).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant British Council requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a British Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that, particular requirement.
- Responses should 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 to British Council's e-Tendering portal hosted at <https://in-tendhost.co.uk/britishcouncil> by the Clarification Deadline, as set out in the Timescales section of

this ITT. The British Council is under no obligation to respond to clarification requests and will respond if it considers the question appropriate and the question is received before 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 The British Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the British Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the British Council responding to all potential suppliers.

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

## 14 Evaluation Criteria

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

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tender responses correctly completed with all relevant information being provided and all mandatory requirements as set out in the specification met 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 Selection Questionnaire 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 Selection 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:** If a bidder succeeds in passing Stages 1 and 2 of the evaluation, then it will have its detailed tender response to the British Council's requirements evaluated in accordance with the evaluation methodology set out below. Information provided as part of Selection 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 advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Social Value	10%
Quality	35%
Methodology and Approach	20%
Commercial	35%

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 the British Council 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.

<b>3</b>	<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.
<b>0</b>	<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 the British Council as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the British Council as part of the pricing approach, the British Council may reject the full tender response at this point. The British Council may also reject any tender response where the Overall Price for the goods and/or services is considered by the British Council to be abnormally low following the relevant processes set out under the 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 Selection Questionnaire. If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in the Selection Questionnaire as a party prepared to provide such information, is not provided in accordance with any timescales specified by the British Council and/or any evidence reviewed by the British Council (whose decision shall be final) does not demonstrate compliance with any such requirement, the British Council may reject that tender response in full and disqualify the potential winning supplier from the Procurement Process at that point.

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

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

**Annex 2 – Selection Questionnaire**

**Annex 3 – Supplier Response**

**Annex 4 – Pricing Approach**