



Government of the Republic of the Philippines



European Union

**Technical Assistance to the Justice Sector Reform Programme
Governance in Justice (GOJUST)**

**TERMS OF REFERENCE/Request for Proposal (RFP)
NON-KEY EXPERTS (NKE) MISSION NR. 5**

**TITLE: Development of a Manual on Victim and Witness Management
for Human Rights Cases**

Technical Assistance Team (TAT)
GOJUST II Programme Office
Mandaluyong City, Metro Manila

Endorsement of finalised ToR:

For internal use only:

Endorsed by:

Means of endorsement:

Date:

PART ONE: TECHNICAL ASPECTS

1. BACKGROUND

1.1 The Programme

The Government of the Republic of the Philippines with the support of the European Union is implementing the Justice Sector Reform Programme: Governance in Justice II (GOJUST II). GOJUST II builds on and continues the work of the predecessor programme, GOJUST that was implemented from April 2016 to September 2020. GOJUST II is implemented in joint co-financing with the Spanish Agency for International Development Cooperation. The overall objective of GOJUST is *to contribute to inclusive and sustainable socio-economic development through improved access to justice for all in the Philippines. Specifically, it aims to develop more responsive and accountable justice services.* It includes two components focusing on justice and human rights, respectively. The programme is being implemented from December 2020 to June 2025.

GOJUST II seeks to achieve four major result areas, as follows:

- Result 1 Justice sector coordination mechanisms are improved
- Result 2 Strengthened institutional efficiency and effectiveness in the delivery of justice services
- Result 3 Increased access to the justice system for vulnerable groups, including women
- Result 4 Justice policy and practice is informed by evidence and responds to justice needs

Justice and Human Rights policies are at the heart of the Philippine Development Plan 2017-2022, which for the first time includes a dedicated chapter on justice, chapter 6, titled “Pursuing Swift and Fair Administration of Justice”. The chapter enshrines the principle of coordination as a mechanism for bringing about long term and sustainable justice sector reform. The focus is on the enhancement of “civil, criminal, commercial and administrative justice” and the improvement of sector efficiency and accountability while also directing the Commission on Human Rights (CHR) to intensify its efforts to facilitate access to justice by improving, monitoring and evaluation, empowering the people living in poor and marginalised situations to seek response and remedies for injustice, improving legal protection, awareness and aid, enhancing civil society and parliamentary oversight, addressing human rights violations in the justice sector and, strengthening linkages between formal and informal justice providers.

The justice component will continue and expand some previous GOJUST activities such as improved coordination between and within the justice sector agencies and case management automation interventions to strengthen capacities to decongest overburdened courts, prosecution offices, and reducing pre-trial detention. GOJUST II will also focus on new result areas such as increased access to justice for vulnerable groups and evidence-based policy research and advocacy to inform policy making for improved justice outcomes.

The programme is managed by a Programme Steering Committee (PSC) headed by representatives of the Supreme Court, Department of the Interior and Local Government, and the Department of Justice. A Programme Director has also been appointed to be the main focal point and point of coordination for the smooth implementation of the programme.

In line with the Direct Management component of the Financing Agreement, a Pillar-Assessed Contribution Agreement (ACA/2020/ 418-821) for the provision of *Technical Assistance for the Justice Sector Reform Programme: Governance in Justice II (GOJUST II)* was awarded to the **British Council** on 7 December 2020 for a period of implementation of 54 months. The PACA contract requires the provision of a Technical Assistance Team consisting of four (4) key experts that will be responsible for the four (4) result areas (justice sector coordination, effective institutions of justice, access to justice by the disadvantaged groups and evidence-based policy research). In addition, the contract also includes the provision of 3,200 working days of non-key experts that will support the work of the key experts in the delivery of results under the programme

1.2. The Need for a Manual on Victim and Witness Management for Human Rights Cases

Administrative Order No. 35 (AO35) was issued by the President of the Philippines on November 22, 2012, for the purpose of establishing an institutional legacy of an efficient, coherent, and comprehensive government machinery dedicated to the resolution of unsolved cases of political violence in the form of extra-legal killings, enforced disappearances, torture, and other grave violations of the right to life, liberty, and security of persons.

AO35 created the Inter-Agency Committee on Extra-Legal Killings, Enforced Disappearances, Torture and Other Grave Violations of the Right to Life, Liberty and Security of Persons (IAC) and adopts the "composite team approach" whereby prosecutors, law enforcement and other agencies collaborate, cooperate and coordinate in the investigation and build-up of cases. The IAC is chaired by the Secretary of Justice with the following as members: Executive Secretary in his capacity as Chairperson, Presidential Human Rights Committee (PHRC); Secretary, Department of the Interior and Local Government (DILG); Secretary, Department of National Defence (DND); Presidential Adviser on the Peace Process (PAPP); Presidential Adviser for Political Affairs (PAPA); Chief of Staff, Armed Forces of the Philippines (AFP); Chief, Philippine National Police (PNP); and, Director, National Bureau of Investigation (NBI). The Chairperson, Commission on Human Rights (CHR), Ombudsman, Secretary, Department of Foreign Affairs (DFA); and, Secretary, Department of Labor and Employment participate as independent observers and resource persons of the IAC.

The IAC is the primordial body tasked to investigate cases of extra-judicial killings, enforced disappearances, torture and other grave violations of the right to life, liberty and security, including violations of R.A. No. 9851 or the Philippine Act on Crimes Against International Humanitarian Law, Genocide, and Other Crimes Against Humanity and to ensure a focused case build-up and speedy resolution of all unsolved and new cases. The IAC is assisted by the AO35 Secretariat and the AO35 Technical Working Group (TWG).

In this light, an identified need of the IAC is the drafting and publication of a Manual on Victim and Witness Management for Human Rights Cases. The aim is to strengthen the institutional efficiency and effectiveness of the IAC and facilitate enforcing the rights of victims and witnesses of cases falling within the purview of the IAC.

2. DESCRIPTION OF THE ASSIGNMENT

2.1. Global objective

The over-all objective of this mission is to draft and publish a Manual on Victim and Witness Management for Human Rights Cases and thereby facilitate the development of a long-term

strategy for the handling of victims and witnesses of cases falling within the purview of the IAC. The Manual is intended for use as reference by the AO35 prosecutors, investigators, and other stakeholders in dealing with and providing assistance to victims and witnesses.

2.2. Specific objective

Specifically, the non-key experts are expected to achieve the following objectives:

1. Draft a Manual on Victim and Witness Management for Human Rights Cases that focuses on victims and witnesses of extra-legal killings, enforced disappearances, torture and other grave violations of the right to life, liberty and security of persons including violations of R.A. No. 9851 or the Philippine Act on Crimes Against International Humanitarian Law, Genocide, and Other Crimes Against Humanity. The Manual shall include, among others, the following:
 - a. The procedures for the management of victims and witnesses of human rights cases, including "Do No Harm" approaches and considerations for women and other marginalized individuals (children, youth, people with disabilities, ethnic minorities, LGBTIQ, among others).
 - b. Duties and responsibilities of investigators and other government agents in dealing with victims and witnesses, including accountabilities and penalties for violations made by government agents or entities.
 - c. Laws, rules and regulations establishing the rights of victims and witnesses, including their rights during investigative interviews, preliminary investigation, and trial.
 - d. Remedies available to victims and witnesses in case of violation of right in the course of an investigation, trial and post-trial.
 - e. Laws, rules and regulations that provide security, assistance (e.g. counselling or financial assistance) and other benefits to victims and witnesses.
 - f. Information on the different agencies or bodies (e.g. Commission on Human Rights) that provide security, assistance and other benefits to victims and witnesses to include:
 - i. What specific security, assistance or other benefit is provided.
 - ii. How such security, assistance and other benefits may be accessed or availed including information on application and requirements.
 - g. Specific information and procedures for vulnerable groups (like women, children or members of indigenous groups) who may be victims or witnesses.
 - h. Flowcharts or diagrams that map out the different processes and procedures.

2.3. Requested services, including suggested methodology

The scope of work of the non-key experts shall include the following:

1. A kick-off meeting and discussion with the Technical Assistance Team (TAT) on the scope of the assignment
2. A kick-off meeting with the AO35 Secretariat and AO35 TWG
3. Consultation with relevant government agencies, as well as non-governmental organizations, and civil society organizations
4. The generation of a work plan, methodology, and the indicative timeframe

5. The presentation of the draft Manual to the TAT, the AO35 Secretariat, the AO35 TWG, other concerned agencies, as well as non-governmental organizations, and civil society organizations as a means to validate the study
6. Provide recommendations for the process of adoption by the IAC of the manual, and any follow-up work that needs to be undertaken in this regard
7. Finalization of the Manual based on the feedback received

2.4. Required outputs

The output of this engagement is the following:

1. An Inception Report that will include the detailed methodology for developing the Manual for Victims and Witnesses as well as the work and financial plan to guide project implementation.
2. A Mid Mission Report on the Progress of the study being undertaken by the Mission.
3. A Mission Report, structured as follows:
 - Executive Summary
 - Introduction and Background
 - Main findings related to the over-all and specific objectives of this assignment
 - Key Findings and Recommendations of the study.
 - Conclusion
 - Relevant annexes including the following:
 - A presentation ready summary slide deck of the objectives, methods, key conclusions, and recommendations.
 - Way forward in terms of the process of adoption by the IAC of the manual, and any follow-up work that needs to be undertaken in this regard.
 - Terms of Reference for any further relevant activities identified.
 - List of persons and institutions met

3. EXPERTS' ROLE

3.1. Number of requested experts and number of days required per expert

The following types of expertise is required:

Position	Designation	Type of Expertise	Duration (working days)
1	Non-Key Expert	Senior Legal Expert	50
1	Non-Key Expert	Junior Legal Expert	50

The indicative breakdown of the level of effort of the experts is as follows:

Tasks	No. of days	No. of days
	Senior Legal Expert	Junior Legal Expert
1) Kick off meeting with the technical team on the objectives of the engagement	1	1
2) Coordination meeting with the AO35 Secretariat and AO35 TWG	2	2
3) Develop an inception report together with the work and financial plan to guide project implementation	2	2
4) Consultation meeting with relevant government agencies, as well as non-governmental organizations, and civil society organizations	3	3
5) Write the inception report with detailed methodology and timeframe	2	2
6) Consult with key stakeholders involved in the processing and handling of victims and witnesses including officials from the DOJ, National Bureau of Investigation, Philippine National Police, Armed Forces of the Philippines, Commission on Human Rights, Department of Social Welfare and Development, prosecutors, selected judges and other stakeholders, to serve as input to the development of a manual on victims and witness management for human rights cases.	7	7
7) Draft the Manual	15	15
8) Presentation of the draft Manual to the TAT and to the AO35 Secretariat and AO35 TWG, other concerned agencies, as well as non-governmental organizations, and civil society	3	3
9) Finalization of the Manual based on the feedback received.	10	10
10) Prepare and submit Mission Report and required attachments	3	3
11) A presentation and discussion of the Mission Report and the Training Manual with the GOJUST team	2	2
Total Number of Days	50	50

The experts shall provide the over-all strategic direction to the mission and shall be required to work closely with the AO35 Secretariat and AO35 TWG.

3.2. The experts should have the following skills and competencies:

- Fluent in spoken and written English
- Excellent research and analytical competence
- Excellent interpersonal skills
- Active listening skills and strong writing skills

Profile required (Education, General, and Specific Experience)

Senior Legal Expert

Qualifications and Skills

- Degree in law or other relevant degree; an LLM would be an advantage
- Proven research and analytical skills, including facilitation and interview skills;
- Experience in dealing with victims and witnesses of violent crimes (e.g. killings committed by armed groups, torture, etc.) would be an advantage.

General professional experience

- A minimum of 10 years of relevant experience in litigation. Specific experience in human rights case or dealing with victims and witnesses of extra-legal killings, enforced disappearances, torture and other grave violations of the right to life, liberty and security of persons including violations of R.A. No. 9851 or the Philippine Act on Crimes Against International Humanitarian Law, Genocide, and Other Crimes Against Humanity is preferred;
- Proven knowledge of the justice sector and the interlinkages between the various institutions.
- Experience in handling cases of women and other marginalized individuals (children, youth, people with disabilities, ethnic minorities, LGBTIQ, among others), is an advantage.

Specific professional experience

- Published work in reputable law journals preferred;
- Proven knowledge, experience in research, rule-making, legal drafting, etc.

Junior Legal Expert

Qualifications and Skills

- Degree in law or other relevant degree; an LLM would be an advantage
- Proven research and analytical skills, including facilitation and interview skills;
- Experience in dealing with victims and witnesses of violent crimes (e.g. killings committed by armed groups, torture, etc.) would be an advantage.

General professional experience

- A minimum of 5 years of relevant experience in litigation. Specific experience in human rights case or dealing with victims and witnesses of extra-legal killings, enforced disappearances, torture and other grave violations of the right to life, liberty and

security of persons including violations of R.A. No. 9851 or the Philippine Act on Crimes Against International Humanitarian Law, Genocide, and Other Crimes Against Humanity is preferred;

- Proven knowledge of the justice sector and the interlinkages between the various institutions.
- Experience in handling cases of women and other marginalized individuals (children, youth, people with disabilities, ethnic minorities, LGBTIQ, among others), is an advantage.

Specific professional experience

- Published work in reputable law journals preferred;
- Proven knowledge, experience in research, rule-making, legal drafting, etc.

4. LOCATION AND DURATION

4.1 Starting Period

The estimated start date for this assignment is 3 July 2023.

4.2 Foreseen finishing period or duration

The main mission period is four (4) months from 3 July 2023 to 2 November 2023. The deadline for completion of the final Mission Report is 15 November 2023.

4.3 Location(s) of assignment

All working days for preparatory work, comprehensive desk review and report writing are foreseen to be performed by the expert from his/her home base, i.e., at his/her usual place of residence, both at the initial stages of the mission and later during the whole assignment.

5. REPORTING

5.1 Content

The content of the reports required for this assignment are described in section 2.4 above.

5.2 Language

All reports and correspondence must be in English.

5.3 Submission / comments timing

All reports must be submitted by the expert electronically in the format provided at the start of the mission. Comments by the TAT and key stakeholders on the various reports, will be provided to the experts as soon as possible. Draft final reports must be submitted before the debriefing by the consultant to the TAT.

6. ADMINISTRATIVE INFORMATION

The main contact person for this mission shall be the following:

- Lalaine Alfaro (Programme Officer) – Lalaine.Alfaro@britishcouncil.org

The list of persons to be interviewed or visited, including their contact numbers and location shall be agreed upon with the senior adviser during the first week of the consultant's engagement.

Costs for travel and accommodation for the non-key expert, if necessary, and the costs for the conduct of any Survey, FGDs, and KIs, if any, including costs of venue, facilitators, documenters, transportation of participants as needed, and other related costs, shall be shouldered by the programme.

PART II: CONTRACTUAL AND ADMINISTRATIVE MATTERS

The purpose and scope of this part and supporting documents is to explain in further detail the requirements of the British Council and the procurement process for submitting a tender response. For the purpose of this request for proposals, a 'tender response' will mean a CV and cover letter.

1. OVERVIEW OF THE BRITISH COUNCIL

1.1. The British Council is the UK's international organisation for cultural relations and educational opportunities. We create friendly knowledge and understanding between the people of the UK and other countries. We do this by making a positive contribution to the UK and the countries we work with – changing lives by creating opportunities, building connections and engendering trust.

1.2. We work with over 100 countries across the world in the fields of arts and culture, English language, education and civil society. Each year we reach over 20 million people face-to-face and more than 500 million people online, via broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body

1.3. The British Council employs over 10,500 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.

2. TENDER CONDITIONS AND CONTRACTUAL REQUIREMENTS

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

2.1. Contracting requirements

2.1.1. 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>).

2.1.2. The appointed supplier will be expected to deliver the goods and/or provide services at the British Council office in 7F The Curve, 32nd Street corner 3rd Avenue, Bonifacio Global City, Taguig City 1635, Philippines unless an alternative venue has been provided.

2.1.3. The British Council's contracting and commercial approach in respect of the required goods and/or services is set out at **Annex 1** (Agreement for the purchasing of professional or consultancy services (short form)) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this RFP and the Contract without further negotiation or amendment.

2.1.4. The Contract awarded will be for a duration of a maximum of 50 working days each for the Senior Legal Expert and the Junior Legal Expert, from 3 July 2023 to 2 November 2023.

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

2.1.6. The British Council is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Response Deadline (as defined below in the Timescales section of this RFP). Any proposed amendments received from a potential supplier as part of its tender response shall entitle the British Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

2.2. **General Policy Requirements**

2.2.1. 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, Child Protection Policy, Equality, Diversity and Inclusion Policy, Fair Trading, Health and Safety Policy, Environmental Policy, Records Management, and Privacy.

2.3. **General tender conditions ("Tender Conditions")**

2.3.1. 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 RFP and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this RFP.

2.3.2. 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.

2.3.3. 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 RFP 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.

2.3.4. 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 RFP and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

2.3.5. Amendments to the RFP – At any time prior to the Response Deadline, the British Council may amend the RFP. 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.

2.3.6. Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the RFP (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.

2.3.7 Format of tender response submission – Tender responses must comprise the following documents:

- A cover letter addressing why you would be a suitable candidate for the assignment (1 page).
- A CV highlighting qualifications/experiences as required in **Clause 9** of this RFP, with at least one personal referee.

2.3.8. Modifications to tender response documents once submitted – You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a complete new tender response in accordance with clause 3.3.7 and these Tender Conditions.

2.3.9. 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 initialed 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 RFP;
- 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 RFP;
- is received after the Response Deadline.

2.3.10. Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this RFP, 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.

2.3.11. Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from 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.

2.3.12. 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.

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

2.3.14. 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.

3. CONFIDENTIALITY AND INFORMATION GOVERNANCE

3.1. 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.

3.2. 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.

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

3.4. 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.

3.5. 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**”).

3.6. 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.

3.7. If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, 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.

3.8. 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.

3.9. 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.

3.10. 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.

4. TENDER VALIDITY

Your tender response must remain open for acceptance by the British Council for a period 15 days from the Response Deadline. A tender response not valid for this period may be rejected by the British Council.

5. PAYMENT AND INVOICING

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 goods/services supplied is included.
- The British Council Purchase Order number is included.

- It is sent electronically via email in PDF format to Lalaine.Alfaro@britishcouncil.org

or by post to: British Council, 7F The Curve, 32nd Street corner 3rd Avenue, Bonifacio Global City, Taguig City 1635, Philippines

6. MANDATORY REQUIREMENTS/ CONSTRAINTS

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 RFP. A failure to comply with one or more mandatory requirements or constraints shall entitle the British Council to reject a tender response in full.

7. KEY BACKGROUND DOCUMENTS AND FURTHER INFORMATION

You may visit the website of Governance in Justice II: A Justice Sector Reform Programme, <https://www.gojust.org>.

8. TIMESCALES

8.1 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	13 February 2023
Deadline for clarification	22 May 2023
Deadline for submission of tender responses by potential suppliers (Response Deadline)	29 May 2023
Shortlisting and evaluation (technical qualifications)	30 May - 5 June 2023
Interview with shortlisted suppliers	7 – 9 June 2023
Deadline for submission of Pricing Approach by shortlisted suppliers	16 June 2023
Final Decision	22 June 2023
Contract concluded with winning supplier	30 June 2023
Contract start date (tentatively)	3 July 2023
Work delivery and reporting	From 3 July 2023 to 2 November 2023 (maximum of 50 days for Senior Legal Expert and 50 days for Junior Legal Expert)

9. INSTRUCTIONS FOR RESPONDING

9.1. The documents that must be submitted to form your tender response are listed at Clause 2.3.7 to this RFP. All documents required as part of your tender response should be submitted to Lalaine.Alfaro@britishcouncil.org by the Response Deadline, as set out in the Timescales section of this RFP.

9.2. The following requirements should be complied with when submitting your response to this RFP:

- 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 RFP response except where specifically requested to do so as part of this RFP. 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 labeled 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 RFP 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.

10. CLARIFICATION REQUESTS

10.1. All clarification requests should be submitted to

- a) **Technical matters:** Christian Eldon, Team Leader and Capacity Building Expert, Christian.Eldon@britishcouncil.org
- b) **Administrative matters:** Lalaine Alfaro, Programme Officer, Lalaine.Alfaro@britishcouncil.org

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 received after the Clarification Deadline.

10.2. 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.

10.3. 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.

10.4. 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.

11. EVALUATION CRITERIA

11.1. 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. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this RFP and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.



Stage 2: The completed Qualification Questionnaire (*if used*) will then be reviewed to confirm that the potential supplier meets all of the qualification criteria set out in the questionnaire. Potential suppliers that meet the qualification criteria will proceed to Stage 3. Potential suppliers that do not meet the qualification criteria set out in the Qualification Questionnaire (*if used*) 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 Qualification Questionnaire (*if used*) responses may also be verified as part of this stage.

11.2. Award Criteria – Responses from potential suppliers will be assessed to determine the most suitable tender submission using the following criteria and weightings. Competitive costing criteria will only be used after the selection of a supplier according to technical criteria. The selected supplier will be asked to submit a separate financial proposal detailing daily fee rates.

We may contact prospective candidates for an interview between 7 June 2023 and 9 June 2023.

Criteria	Weighting	Max points
Qualification and Skills	30%	10 x 0.3
General Professional Experience	30%	10 x 0.3
Specific Professional Experience	30%	10 x 0.3

Competitive costing	10%	10 x 0.1
Total	100%	10 x 1

11.3. 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 technical criteria i.e. all criteria other than commercial costs, 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 of 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.

11.4. Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of clause 3.3.7) 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 EU procurement rules. A maximum offer score of 10 will be

awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

11.5. 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.

11.6. The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology, which is also supported by any required verification evidence (to include, without limitation, any updated information or references relating to any Qualification Question responses) obtained by the Authority relating to any self-certification or other requirements referred to in the Qualification Questionnaire (*if used*). If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in the Qualification Questionnaire (*if used*) 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 RFP (issued as separate documents):

Annex 1 - Agreement for the Purchasing of Professional or Consultancy Services (short form)