

Invitation to Tender (ITT)

For: ITT for Pakistan Architecture & PM Framework RR75BSS62025

Date: 22 August 2025

1. Overview of the British Council

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

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

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

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

We take a long-term approach to building trust and remain at arm's length from government. We work with people in over 200 countries and territories and are on the ground in more than 100 countries. In 2022–23 we reached 600 million people

2. Introduction and Background to the Project / Programme

~~2.4~~ The British Council is seeking 1) an Architectural and Mechanical, Electrical and Plumbing (MEP) design service with the option for project management where agreed for small to medium sized projects (ie support for 20 staffs serviced office new set up to fit-out average 400sqm new office)

The tender's objective is to appoint either one, or several architectural ~~/project management~~ firms, operating under an open framework agreement, to lead project delivery across Pakistan.

The selected companies will need to have a main office in one of the 3 following cities: Islamabad, Karachi or Lahore and preferably be able to operate in all the other cities.

The winning Bidder(s) will be awarded a place on the Open Framework agreement with call off form for individual project appointments.

The programme and pipeline of potential projects could range between 10-20 projects over the term of the framework with an estimated construction value ranging from £50K to £500K. Generally these will be classified as being Fit-out type projects for flexible back office space or educational/training environments (either through existing premises rationalisation or new acquisitions). Bidders must be able to demonstrate their understanding of the British Council pre-defined standards of quality and quickly familiarise themselves with British Council methodologies and processes. Due to the nature of the anticipated projects, the successful bidder(s) will be expected to operate in fast-paced appointments.

Bidders must have full demonstrable knowledge of local building regulations and controls for the country they are delivering services. If a bidder proposes to deliver projects through a partner/firm in a neighbouring city, or as part of a consortium, full details must be provided as part of this proposal.

With the tender we will also be interested to understand whether the company can deliver any of the proposed service for any other countries.

- 2.2 On 22 August 2025 a tender notice was published by British Council ("the Authority") on the Central Digital Platform inviting expressions of interest from organisations wishing to be selected to tender for the above opportunity (the "Participants").
- 2.3 This invitation has been issued alongside that tender notice.
- 2.4 This is an invitation to tender conducted using the competitive flexible procedure (under section 20(2) of the Procurement Act 2023).
- 2.5 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the British Council, the procurement procedures, and the process for submitting a tender proposal.

3. Tender Terms & 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 British Council offices across Pakistan, and in any other sites the British Council may use or acquire or work on over the term of the agreement:
- 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 (*Framework Agreement*) ("**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 contact mohammad.qasim@britishcouncil.org.pk for a copy of the specific terms. Once the Contract is awarded, there will be no changes allowed to the Contract (except in accordance with the provisions of the Contract). Any clarification questions in relation to any aspect of this Procurement Process, the terms of the Contract or the payment schedule should be submitted in accordance with the process set out in paragraph 18 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 Initial Framework in the Open Framework agreement will be awarded will be for an initial duration of two (2) years with an option for an extension for up to an additional one (1) year. At the conclusion of the initial framework, the Open Framework agreement will be reopened to allow new applicants to apply for a place. British Council will then create the second framework in the Open Framework agreement, which will be awarded for a duration of a further two (2) years with an option for an extension for up to an additional one (1) year. At the conclusion of the second framework, British Council reserve the right to create a third framework in the Open Framework agreement, this will run for a minimum of a further two (2) years.
- 3.1.5 When re-opening the framework, the British Council will publish a new tender notice and tender documents detailing the award process for each new framework in the Open Framework scheme.
- 3.1.6 Following the evaluation process, highest scoring suppliers will be placed on the framework
- 3.1.7 As there is a limit on the number of suppliers on the framework existing suppliers will be invited to rely upon their previously submitted tender or submit a new tender. Tenders will then be evaluated and the top scoring suppliers will be placed on the framework.

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, associated persons, connected persons 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 in any 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 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.
- 3.3.10 Disqualification - If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT and/or in any supporting documents, entitling 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 Conditions below, by participating in this Procurement Process you accept that the British Council shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 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.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, 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.

3.3.13 Consortium Members, associated persons, connected persons and sub-contractors – It is your responsibility to ensure that any staff, consortium members, associated persons, connected

persons, sub-contractors and advisers abide by these Tender Conditions and the requirement of this ITT.

- 3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of 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, associated persons, connected persons 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. Conflicts of Interest

- 5.1 A Participant must ensure that it and each subcontractor, agent or adviser with which it engages in connection with the procurement process does not have a conflict of interest with the British Council or otherwise which may affect the procurement process. Where a Participant identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to the British Council without delay and assist the British Council in the management of that conflict or risk, to the extent that is possible. The British Council reserves the right to exclude a Participant from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.

6. Tender Validity

- 6.1 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.

7. Key Performance Indicators (KPIs)

- 7.1 It is the intention that British Council may appoint more than one supplier through this process and will manage any contract and/or any call-off contract(s) procured through this process under the applicable procurement regulations.
- 7.2 All contracts and/or any call-off contract(s) will be awarded based on a combination of supplier capacity, supplier location and perceived supplier areas of expertise.
- 7.3 As such, British Council intend to include a set of measurable key performance indicators (KPIs) that the supplier will be measured against.
- 7.4 A “key performance indicator” is a factor or measure against which a supplier’s performance of a contract can be assessed during the life-cycle of the contract.
- 7.5 Current regulations require a minimum of three KPIs to be agreed in the management of contracts with an estimated value of over £5 million (unless where restrictions/limitations apply).
- 7.6 The KPIs that are applicable to this procurement are listed below
- 7.6.1 KPI 1 – Projects completed to agreed budget.
- 7.6.2 KPI 2 – Projects completed to agreed timescales.
- 7.6.3 KPI 3 – Infringements of statutory approvals
- 7.7 Performance against these KPI’s will be measured and will be shared with the supplier as part of the contract management process.
- 7.8 Please note, as per paragraph 4.4 of this document, British Council reserves the right to disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies, and as required by procurement regulations. 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.

8. Payment and Invoicing

- 8.1 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 muhammadahsan.pervezsiddiqui@britishcouncil.org

9. Specification

- 9.1 Schedule 2 of this ITT described the British Council's requirements in detail.
- 9.2 Potential suppliers are strongly encouraged to read the details of Schedule 2 to ensure that they are capable of providing the British Council requirements in this event.
- 9.3 Details of how to request clarification are explained in section 18 of this ITT.
- 9.4 As required by section 18 of the Procurement Act, British Council has endeavoured to consider whether the goods/services being procured can be split into lots. Please refer to Schedule 2 for details.

10. Mandatory Requirements / Constraints

- 10.1 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.

11. Qualification Requirements

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

12. Key background documents

- 12.1 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.

13. Timescales

13.1 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 Tender Notice / availability of ITT documents	26-Aug-25
Deadline for receipt of Stage 1 clarification questions (Clarification Deadline)	05-Sep-25
British Council to respond to Stage 1 clarification questions	09-Sep-25
Deadline for Return of Procurement Specific Questionnaire (PSQ) and Submission of ITT Stage 1 Responses (Stage 1 Response Deadline)	22-Sep-25
Invitation to next stage for Successful Participants and Notification to unsuccessful Participants (whose submissions were non-compliant and / or did not achieve minimum pass score requirements)	29-Sep-25
Supplier Interview & Presentations (each supplier will receive a unique invitation within this range)	02 October 2025 to 03 October 2025
British Council to Issue Best and Final Offer request (BAFO)	02 October 2025 to 03 October 2025
Deadline for submission of BAFO responses by potential suppliers (Best and Final Response Deadline)	08-Oct-25
British Council identification of Preferred Bidder	13-Oct-25
Notification of preferred bidder	14-Oct-25
Dispatch of assessment summaries	14-Oct-25
Intended publication of contract award notice	14-Oct-25
Expected end of mandatory standstill period	23-Oct-25
Intended publication of contract details notice	23-Oct-25
Contract Award Date	01-Nov-25
Intended commencement of contract	01-Nov-25

13.2 Participants should note that the British Council reserves the right to amend any of the dates and timescales referred to in this ITT at any stage in the tender process.

14. Procurement Process

14.1 The procurement procedure being applied to the Contract is a "competitive flexible" procedure under section 20(2) of the Act. The procedure being applied is set out in detail in Schedule 1 (Procurement Process, Evaluation and Award Methodology). Tenders will be evaluated in accordance with Schedule 1.

14.2 A Competitive Flexible Procedure is a multi-stage procurement event, that has been designed to best suit the requirement (goods, services or works) being procured. The procedure being applied is set out in detail in Schedule 1 (Procurement Process, Evaluation and Award Methodology). Tenders will be evaluated in accordance with Schedule 1 and as described in Section 19 below.

- 14.3 All information relevant to this opportunity can be found on British Council official website (<https://www.britishcouncil.pk/about/jobs>) and on the central digital platform and through our e-tender portal: <https://tap.tcsapps.com/tap2/#/bc-supplier-registration>
- 14.4 British Council may make a change to this ITT or the contract documents at any time by notice to all Participants remaining in the process. British Council may also issue further information at any time by notice to all Participants remaining in the process.
- 14.5 Where the requirement has been divided into lots, British Council may limit the number of lots that may be awarded to the same Tenderer. Any such limitation will be confirmed in the Detailed Specification shown in Schedule 2.
- 14.6 British Council expressly reserves the right: (i) not to award any contract as a result of this procurement process; and (ii) to make whatever changes it may see fit to the content and structure of the tendering competition and the contracts. In no circumstances will the Authority be liable for any costs incurred by the Participants as a result of any such change or decision not to award.
- 14.7 British Council reserves the right at any time for any reason to abandon the procurement. As such, and notwithstanding any provision of this ITT, the Authority does not (by undertaking this procurement) agree to accept any tender, including the most advantageous tender. In no circumstances will the Authority be liable for any costs incurred by the Participants if the procurement is abandoned.
- 14.8 British Council will conduct all communication relating to this procurement through the e-tender Portal. That is the designated point of contact. If there is a technical failure or British Council for some other reason elects, all Participants will be given an alternative designated point of contact.

15. Excluded & Excludable Suppliers

- 15.1 In adherence with the regulations contained within the Procurement Act 2023, the British Council will exclude any potential supplier from further participation in this event where the supplier or any associated person(s) or connected person(s) is deemed an Excluded supplier in line with Schedule 6: Mandatory Exclusion Grounds of the Procurement Act 2023.
- 15.2 British Council reserves the right to exclude any potential supplier from further participation in this event where the supplier or any associated person(s) or connected person(s) is deemed an Excludable supplier in line with Schedule 7: Discretionary Exclusion Grounds of the Procurement Act 2023. The table below shows where the discretionary exclusion grounds will apply to this event.

Discretionary exclusion ground	Statutory reference	Applied to this Event

Labour market misconduct (order made in UK against Participant or connected person)	Schedule 7 paragraph 1	Y
Labour market misconduct (outside UK)	Schedule 7 paragraph 2	Y
Labour market misconduct (evidence of offence under specified legislation)	Schedule 7 paragraph 3	Y
Environmental misconduct	Schedule 7 paragraph 4	Y
Insolvency, bankruptcy, etc	Schedule 7 paragraph 5	Y
Participant or connected person has suspended or ceased carrying on all or a substantial part of its business.	Schedule 7 paragraph 6	Y
Potential competition infringements – Chapter I	Schedule 7 paragraph 7	Y
Potential competition infringements – Chapter II	Schedule 7 paragraph 8	Y
Regulator decision in respect of competition infringement – Chapter II	Schedule 7 paragraph 9	Y
Potential competition infringements – cartel offence	Schedule 7 paragraph 10	Y
Professional misconduct	Schedule 7 paragraph 11	Y
Breach of contract and poor performance	Schedule 7 paragraph 12	Y
Acting improperly in procurement	Schedule 7 paragraph 13	Y
National security	Schedule 7 paragraph 14	Y

15.3 Where British Council intends to exclude a potential supplier from this event only by virtue of an associated person(s) or connected person(s), the British Council will notify the supplier of its intention, and provide the supplier reasonable opportunity to replace the associated person(s) or connected person(s).

15.4 Where a potential supplier intends to sub-contract the performance of part or all of the contract, the sub-contractor(s) details must be completed in Annex 2 Procurement Specific Questionnaire. The sub-contractor details will be used to determine if any sub-contractor is an Excluded or Excludable supplier (with reference to paragraph 15.1 and 15.2).

15.5 In adherence with regulations contained within the Procurement Act, should a sub-contractor be deemed to be an Excluded or Excludable supplier, British Council must treat the Potential Supplier as an Excluded or Excludable supplier.

15.6 Where British Council intends to exclude a potential supplier from this event by virtue of a sub-contractor (see paragraph 15.5), the British Council will notify the supplier of its intention, and provide the supplier reasonable opportunity to replace the sub-contractor.

15.7 Should a potential supplier become an excluded or excludable supplier during the course of this event, or during the course of any contract(s) generated from this event, the supplier MUST immediately inform British Council of this change in status.

16. Conditions of Participation

16.1 Where British Council intends to use Conditions of Participation as part of this event, the conditions of participation are detailed in Annex 2 Procurement Specific Questionnaire (PSQ). The minimum standards for compliance with the Conditions of Participation are set out in the table below:

PSQ Question #	PSQ Question	Scoring Methodology	Minimum Pass/Score to Participate
1	Do you have proofed experience in working in at least 3 cities in Pakistan the past 5 years?	Suppliers will be scored on Yes or No response.	Suppliers must have worked in 3 or more cities in Pakistan in the last 5 years
2	Do you have proofed experience managing a tendering (procurement) exercise?	Suppliers will be scored on Yes or No response. Where the response is "Yes", then evidence of the management tendering exercise(s) must also be submitted	Suppliers must have managed tender exercise (from a purchaser perspective)
3	80% of your past 3 years projects were refurbishments for commercial companies or educational projects?	Suppliers will be scored on Yes or No response. Where the response is "Yes", then evidence of the projects must also be submitted	In the last 3 years 80% of projects carried out by the Supplier must have been refurbishment projects for commercial companies or educational projects.
4	If you do not have in house qualified project manager, do you have proof of working relation with subcontractor PM firm for at least 3 years and multiple projects?	Suppliers will be scored on Yes or No response. Where the response is "No", then evidence of the projects must also be submitted	Must either have a in house qualified project manager, or have proof of working relation with subcontractor PM firm for at least 3 years and multiple projects

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- 16.2 In order to facilitate British Council's assessment of a Participant's economic and financial standing, British Council will assess turnover relative to the Contract Value, solvency ratios and profitability ratios. Participants are asked to provide information on their two most recent accounts, and upon request, provide copies of the most recent audited accounts or up to date financial statements where full audited accounts cannot be provided. The minimum criteria are set out in the table above. British Council may require further information from a Participant in order to consider if the Participant presents an unacceptable level of financial risk.
- 16.3 Participants must achieve at least the minimum pass score for ALL questions. Any Participant that does not achieve the minimum pass score for any question will be excluded from the event and its submission will not be further considered for the award of the Contract (see Schedule 1 for more details).
- 16.4 Further instructions on what Participants should consider in relation to their response on financial standing is set out in the PSQ.
- 16.5 The PSQ acts as a self-declaration for Participants. The Preferred Bidder will be required to provide all requested certificates and documentation before being awarded the Contract. However, British Council can ask any Participant to submit their evidence at any point in the procurement process, if this is necessary, to ensure that the process is carried out properly and in a timeous manner to meet with the procurement's requirements.

17. Instructions for Responding

- 17.1 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 mohammad.gasim@britishcouncil.org.pk by the Response Deadline, as set out in the Timescales section of this ITT.
- 17.2 All Participants are strongly encouraged to provide their most competitive bid in their initial tender submission, as they may not be given the opportunity later in the process to improve their bid.
- 17.3 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.

17.4 Artificial Intelligence (AI) tools can be used to assist in your bid writing process, however they may also introduce an increased risk of incorrect or misleading statements via 'hallucination'. Your submission should clearly identify any instances where AI or machine learning tools, including large language models, have been used to generate written content or support your bid submission.

18. Clarification Requests

18.1 All clarification requests should be submitted through the British Council's e-Tendering portal hosted at mohammad.qasim@britishcouncil.org.pk and by the Clarification Deadline(s), 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.

18.2 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.

18.3 The British Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless otherwise agreed with British Council. If the British Council considers the contents of the request 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. If agreement cannot be reached British Council may decline to answer the question if that would be, in the British Council's opinion, inconsistent with its obligations under public procurement law.

18.4 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.

19. Evaluation Criteria

- 19.1 A Competitive Flexible Procedure is a multi-stage procurement event. As such, participants need to be aware that there may be more than one stage of evaluation as part of the event. Schedule 1 details the stages that will be used in this event along with any evaluation process or criteria specific to those stages.
- 19.2 Participants who respond to this ITT, may be required to pass a completeness check, a check for mandatory and/or discretionary exclusion grounds, and check against qualification criteria including conditions of participation; at one or more stages in this event. In carrying out this assessment, the British Council may disregard any tenders that does not pass such checks.
- 19.3 The British Council also reserves the right to choose to disregard any tender from a Participant that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier.
- 19.4 All valid tender responses will be evaluated in accordance with the evaluation methodology set out below and as may be detailed in each stage as described in Schedule 1.
- 19.5 The following Award Criteria, Scoring Model, Commercial Evaluations and Moderation details are the British Council standard processes and criteria, and will be the basis for evaluating and scoring tender submissions where advised in Schedule 1.
- 19.6 Award Criteria – Responses from potential suppliers will be assessed to determine the most advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Social Value	10%
Financial Control	10%
Quality	25%
Methodology and Approach	15%
Commercial	40%

- 19.7 Scoring Model – All valid tender responses will be scored by an evaluation panel appointed by the British Council for all criteria other than Commercial using the following scoring model:

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

- 19.8 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.
- 19.9 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.
- 19.10 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.

- 19.11 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.
- 19.12 Where the requirement has been divided into lots, the British Council will determine the highest scoring Tenderer in respect of each lot based on the Tenderer's technical score which will be evaluated and the Tenderer's commercial score.
- 19.13 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.
- 19.14 The winning tender response/s – Framework Agreement will be awarded to each potential supplier whose Proposal is one of the highest scoring proposal obtained by the Authority relating to any self-certification or other requirements referred to in Annex 2 Procurement Specific Questionnaire. If any verification evidence requested from a supplier, or a relevant third party as may be referred to by the supplier in Annex 2 Procurement Specific 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 Schedules forming part of this ITT (Schedules are included at the end of the ITT)

SCHEDULE 1: PROCUREMENT PROCESS, EVALUATION & AWARD METHODOLOGY

SCHEDULE 2: DETAILED SPECIFICATION

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

Annex 1 – Framework Agreement

Annex 2 – Procurement Specific Questionnaire

Annex 3 – Supplier Response

Annex 4 – Pricing Approach

SCHEDULE 1: PROCUREMENT PROCESS, EVALUATION & AWARD METHODOLOGY

1.1 STAGE 1 – Completeness Check & CoP & Initial Tender Assessment

- 1.1.1 Participants must submit a completed Procurement Specific Question (PSQ) with their initial Tender submission.
- 1.1.2 Where a Participant is a consortium, all members of the consortium must complete a PSQ. The part of the PSQ concerning conditions of participation only requires to be completed by the lead member of the consortium.

1.2 Phase 1 – Completeness Check

- 1.2.1 The British Council will complete a check of all tender responses to ensure that they have been completed correctly, and all necessary information has been provided.
- 1.2.2 Tender responses correctly completed with all relevant information being provided, and all mandatory requirements, as set out in this ITT and associated documents, met; will proceed to Phase 2.
- 1.2.3 Any tender responses not correctly completed in accordance with the requirements of this ITT and associated documents, and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will be rejected in full and not evaluated further and the supplier will automatically be disqualified from this Procurement Process.

1.3 Phase 2 – Excluded and Excludable

- 1.3.1 As detailed in Section 15 of the ITT document, British Council are required to exclude any Excluded suppliers from further participation in the event. Therefore, at this phase of the procurement, British Council will assess all Potential Suppliers for Mandatory Exclusion Grounds, and exclude any affected suppliers from further participation. 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.
- 1.3.2 As detailed in Section 15 of the ITT document, British Council may consider to exclude any Excludable suppliers from further participation in the event. Therefore, at this phase of the procurement, British Council will assess all Potential Suppliers for Discretionary Exclusion Grounds, and consider excluding any potential affected suppliers from further participation. 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.

1.4 Phase 3 – Conditions of Participation

- 1.4.1 British Council will check each potential supplier has completed the Procurement Specific Questionnaire correctly and in full.
- 1.4.2 Participants must also upload core supplier information to the Central Digital Platform and confirm to the Authority that they have done so.
- 1.4.3 British Council may request clarification and/or further information from Participants to gain a full and complete understanding of the submission.
- 1.4.4 British Council will assess each submission to confirm that the potential supplier meets all of the qualification criteria set out in the questionnaire, including the conditions of participation, as detailed in Section 16 of this ITT
- 1.4.5 Potential suppliers that meet the qualification criteria will proceed to the next phase.
- 1.4.6 Potential suppliers that do not meet the qualification criteria 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.

1.5 Phase 4 – Initial Assessment of Tenders

- 1.5.1 British Council will assess Responses from all potential suppliers who have passed Phase 1-3 of this process, to determine the most advantageous tender using the following criteria and weightings and will be assessed entirely on the response submitted:
- 1.5.2 Responses will be assessed using the Scoring Model outlined in paragraph 19.7 of this ITT.

Criteria	Weighting
Social Value	10%
Financial Control	10%
Quality	25%
Methodology and Approach	15%

- 1.5.3 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.

Phase 4 – Initial Assessment of Tenders (contd.)

- 1.5.4 The participants will be ranked in order the moderated scores, with the highest score being the highest rank.
- 1.5.5 The highest ranked suppliers will be allowed to progress to the next stage in the process.
- 1.5.6 Participants that do not meet the qualification criteria stated in paragraph 1.5.5 (above) will be excluded from the Procurement Process at this point. Where a participant 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.
- 1.5.7 The British Council will issue communication to the Participants that have been selected to proceed to the next stage of the process, to confirm their selection.
- 1.5.8 The British Council will issue assessment summaries to the unsuccessful Participants in accordance with regulation 31 of the Regulations.

2.1 Stage 2 – Supplier Interview / Presentation (Not Scored)

- 2.1.1 All active Participants remaining in the event will be invited to a meeting to give a presentation to the British Council and its project team. The meetings may be virtual (using Teams / Zoom / GoogleMeet or similar), or in person.
- 2.1.2 Each active participant remaining in the event will be contacted to arrange the presentation meeting. British Council will endeavour to schedule the presentations at a suitable time, but all active participants remaining in the event are required to be flexible to the British Council requests.
- 2.1.3 British Council reserves the right to establish a specific agenda and/or discussion points for the presentation. If this is actioned, all active participants remaining in the process will be given the same agenda and/or set of discussion points.
- 2.1.4 To ensure fairness and equal treatment of all participants, British Council will ensure that all active Participants remaining in the event will be asked to present; all active participants remaining in the event will be given the same presentation timeframe, and all presentations will take the same form (all virtual or all in-person).
- 2.1.5 The presentations shall not be scored but will be used to clarify and confirm the tender submission.
- 2.1.6 The scores awarded to Participants for future stages within this procurement may be adjusted in consideration of the presentation and clarification questions asked by the evaluation panel.

3.1 Stage 3 – Best & Final Tenders

- 3.1.1 British Council will assess Responses from all potential suppliers who have progressed to this stage in the process, to determine the most advantageous tender using the following criteria and weightings and will be assessed on the response submitted. Any information gathered in previous stages of this procurement process (ir Supplier Presentations) may also be taken into account, and therefore should be included in Participant's final tenders.
- 3.1.2 Any supplier participating in this stage may NOT wish to submit a new offer, but continue with the offer in their previous/last submission. In such instances, British Council will allow the supplier to carry the previous submission, including previously attributed scoring, through to this stage.
- 3.1.3 Responses will be assessed using the Scoring Model outlined in paragraph 19.7 of this ITT.

Criteria	Weighting
Social Value	10%
Financial Control	10%
Quality	25%
Methodology and Approach	15%

- 3.1.4 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.

Best & Final Tenders (contd.)

- 3.1.5 The British Council will select the preferred bidder from among the Tenderers (the "Preferred Bidder"). It is intended that the Preferred Bidder shall be the highest scoring Tenderer.
- 3.1.6 The British Council is not bound to accept the lowest cost or any Tender.
- 3.1.7 The Preferred Bidder will be notified that it is the preferred bidder. The British Council reserves the right to enter into negotiations with the Preferred Bidder in order to finalise the terms of the contracts (e.g. clarifications, specifications, optimisation and other negotiations to confirm financial commitments or other terms contained in the Preferred Bidder's tender submission).
- 3.1.8 The British Council will issue assessment summaries to the successful and unsuccessful Participants in accordance with regulation 31 of the Regulations. The Authority will also publish a contract award notice in accordance with regulation 27 of the Regulations.

SCHEDULE 2: DETAILED SPECIFICATION

Architectural & Design Services incl MEP Design

British Council Multi-Disciplinary Design Services for Lead Architect/ Designer with Mechanical, Electrical Plumbing (MEP) and option of Project Management consultancy services

Any design-related trades participating in the design of the project shall comprise 'The Design Team' (referenced herein). On all projects, the Lead Architect/ Designer shall be responsible for the coordination and leadership of the Design effort including British Council prerequisites for site selection (if applicable). The Lead Architect/ Designer's leadership role includes (but are not limited to):

SERVICE GENERALLY

If a separate project manager is appointed then they will have responsibility lead for 1.2 and

- 1.1 NOTE: All the Design Team reimbursable costs shall be included in the vendors percentage fee of Construction Costs, with exception of extended travel which shall be pre-approved by BC on a case-by-case basis.
- 1.2 Organization and the chairing of design meetings in location, thereafter publishing meeting minutes of all design meetings, the structure of which shall be part of the Mobilization works whereby the Design Team shall work demonstrably with the Project Manager and / or BC to commence executing the Scope of Services in no more than 72 hours from formal instruction.
- 1.3 As the Design Team, it will also own the administration of the project Construction Documents and all type of technical and developed drawings required for type of project they are appointed to deliver and for its different stages. including (but not limited to):
 - 1.3.1 Validating documents provided by others as accurate and not in conflict with drawings from other members of the Design Team. The Lead Architect/ Designer shall be responsible for resolving such conflicts prior to publication, i.e. management of coordination.
 - 1.3.2 Maintaining a drawing log to document publication of all design documents (to include design bulletins and memoranda). The drawing log should include a Version Number, Drawing Description, Date of publication, and list of recipients.
 - 1.3.3 All due diligence, design concept, design development or material specification need to be aligned with Global Estates design guidance documents: premises design guides, furniture minimum design tender specification template and the premises templates and checklists document. Version of those documents may be updated during term of framework or list of documents extended.
 - 1.3.4 Collecting and assembling for tender and, or, publication of all Construction Documents. The Lead Architect/ Designer shall develop and maintain an efficient system to distribute documents (such as a web-based application or FTP site, dependent on project size and complexity). Due to file size restrictions, the distribution of drawings via email is not considered an optimal solution.
- 1.4 Peripheral services coordination including but not limited to Information, MEP, Technology, Audio Visual, Video Conferencing, specific acoustic treatments, furniture selection and procurement, where necessary

PROJECT PLANNING & DUE DILIGENCE SERVICES FOR ARCHITECTURE AND MEP

- 2.1 Desktop evaluation of up to Three (3) site options under consideration by British Council.
 - 2.1.1 Confirm current zoning of the space and/or local building codes/regulations shall not prohibit use of each space as intended by British Council and advise British Council/Project Manager of potential risks or strategies to re-zone or address building code restrictions.
 - 2.1.2 Benchmark sustainability performance of the different options
 - 2.1.3 Visit up to three (3) site options for up to 3 hours (time at site) per visit. Travel costs to/from site shall be included in the Design Team fee demonstrated as a percentage of the Construction Cost'. Any extended travel costs must be approved in writing in advance by BC/PJM.
- 2.2 Review up to two (2) client briefs per site developed by British Council based on British Council space guidelines & standards, as identified in the British Council Design Template Checklist guides, (where in existence or latterly developed), advise in writing any recommendations or identification of any conflicts between the existing condition of the space and British Council's intended use. In addition, it will be the Designers responsibility to complete British Council's template for Health & safety and Security analysis and coordinate arising issues into the design as stated on the Design Checklist document.

- 2.3 Serve as administrative resource to consolidate all written design material from multiple sources of which the vendor is expected to coordinate or lead on (architecture and MEP), into a single document and report for presentation to PJM and/or British Council for up to Three (3) potential sites in relation to Design implementation and risk.
- 2.4 Prepare up to two Test Fit drawings and allowing for up to 3 revisions for each site under consideration. A Test Fit is defined as a single line drawing defining the usable square footage required by departments and visually portrays the adjacency requirements. It should include a summary table indicating the number of Class Rooms, Reception Pods, Meeting Rooms offices (where applicable), functional including Cleaners Storage and Communication / Distribution rooms thereafter any other areas specifically defined by British Council Guidelines and Standards for each area/department and shared with consultant prior to each appointment.
- 2.5 Participate in conference calls organized and chaired by British Council/Project Manager (if not acting as project manager) to review test fits with Health, Security, and Safety team. Coordinate BC/PM responsibilities with due diligence reviews of proposed design progress. Record all recommendation to be incorporated into detailed design drawings.
- 2.6 Carry out technical due diligence of chosen site location to ensure necessary technical landlord/base build infrastructure requirements are sufficient or British Council requirements
- 2.7 Give an indication of construction budget for each option at that location. (at this stage those budgets would be based on sqm cost)

SPACE PROGRAMMING & DESIGN DEVELOPMENT SERVICES

- 3.1 Confirm existing conditions of project environment. If provided design documents of space by a third party (such as British Council or the landlord), validate all dimensions and reconcile the written representations of the space to the actual space via a site visit, potentially to two sites. Such reconciliations should be noted in writing to BC/PJM. (Exceptional non-local travel will be priced separately on a site-specific basis and should not be factored into the % cost. All travel costs must be approved in writing in advance by BC/PJM.)
- 3.2 Conduct face to face client interviews to determine detailed space requirements, If working with an existing programming template created by PJM/British Council, to validate the space requirements shown in this template with end users to ensure space will meet the needs of the client. Advise BC/PJM of discrepancies between any British Council design pre-requisites and local client needs; recommend solutions in writing. This will include the initial review of Health & Safety requirements and Security proposals prior to submitting British Council respective departments for approval
- 3.3 Develop up to two (2) Concept Design plans, allowing for up to three (3) revisions using the approved programming template and British Council space standards, such as the Office & Exams Premises Guides, for review by PJM and British Council. Concept Design Plans shall be in line with British Council's furniture tender minimum performance specification.

Concept design will include MEP concept co-ordinated with architecture intention.

- 3.4 Upon approval of the Concept Design Plans and Programming Template, prepare a detailed estimate of Construction necessary to deliver the project's scope of work. This estimate shall cite any additional necessary consulting requirements, and markup costs (as defined in Appendix 1) and estimated fees associated with the application for zoning permits, building permits, or any other administrative processes required by the municipalities holding jurisdiction of the project. It is the Lead Architect/Designer's responsibility to ensure the Design Team researches and discovers all permits that will be required for each project, so all application costs are itemized in this detailed estimate. (Once all permits are approved, the Construction Firm implementing the work shall be responsible for funding the costs required to obtain the permits required to initiate/complete all construction activities). This detailed estimate is expected to be at a level of accuracy of +/- 10%. Value Engineering process to be in line with the project budget maybe required.
- 3.5 The Design Team should note at this stage the BC may still have two properties and concepts, of which leases are being negotiated in parallel.

CONSTRUCTION DOCUMENTS SERVICES

- 4.1 Based on the approved Design Development Documents (or of the Field/Feasibility Study if the project is engineering-intensive) and any further adjustments in the scope or quality of the Project, or in the budget for the Work authorize Team, The Design Team, under the leadership of the Lead Architect/ Designer, shall prepare working drawings, inclusive of civil (if required), structural, architectural, mechanical, plumbing and electrical, LV systems and specifications setting forth in detail the requirements for the construction of the Project (please note that structural and civil engineering services are to be provided under a separate fee should these services be required for the specific project – fees for structural and civil engineering are

therefore not included within the percentage rates noted in the fee section of this agreement). Construction Documents will be based on continuing consultation with the PJM Office Team to assure compliance with the applicable budgetary requirements. The Design Team shall ensure the required documents meet the approval of governmental authorities having jurisdiction over the Project. Where applicable, drawings should be sealed by a licensed professional having the appropriate governance of the design discipline represented by the drawings.

- 4.2 Prior to the publication of Construction Documents, the Lead Architect/ Designer shall reconcile all drawings to record. Reconcile any discrepancies via an update to the Construction Documents or a logged change to the BC /PJM. As part of the deliverables the BOQ document will be required.
- 4.3 Adjust cost plan produced at concept stage design stage and in line with BOQ (on large projects a cost consultant may be appointed separately but standard % fee will include detailed budget cost as default)
- 4.4 Strategies to publish construction documents in phases (such as “pricing sets”) or in graduated levels of completion (e.g. “75% complete”) must be confirmed in writing with BC/PJM by the Lead Architect/ Designer prior to publication and include a clear definition of the level of completion to be provided that is satisfactory to BC/PJM.
- 4.5 Ensure complete coordination between subsequent disciplines and services as part of the Design process ensuring the incorporation / coordination of peripheral services such as AV, Security, IT and Branding / Signage deliverables where the aforementioned materials and / or equipment will terminate into or against those designed by the Lead Architect/ Designer.
- 4.6 Review final furniture order and ensure all furniture specifications are in line with the design. Confirm to British Council that the order is ready to be placed and work through the procurement process to installation – as required.
- 4.7 Track and manage the permitting process:
 - 4.7.1 Complete all documentation required to properly submit Construction Documents in the municipalities holding jurisdiction of all permits necessary to deliver the scope of work defined by the Construction Documents.
 - 4.7.2 Provide a written schedule of the progress of all permits (as requested by PJM/BC).
 - 4.7.3 Organize meetings with representatives of local entities holding jurisdiction over any aspect of permitting for the project as needed to clarify the Construction Documents and/or expedite the permitting process. Source permitting expeditors or other resources that may be necessary to provide local or supplemental oversight of the permitting process
 - 4.7.4 The above services shall be offered consistently and regardless of any opportunity British Council may opt for should the partner be able to offer a Design and Build solution

BIDDING AND NEGOTIATION SERVICES (PROCUREMENT PHASE)

- 5.1 Assist BC/PJM in the preparation and distribution of the information necessary to properly execute a bid for the costs to implement the Construction Documents to BC/PJM's satisfaction.
- 5.2 Issue addenda or bulletins to bidders as necessary to clarify or respond to a bidder's request for information, to rectify coordination issues related to any changes, additions and deletions to the completed Construction Documents previously issued for bidding or negotiation. Ensure all changes are properly documented in a drawing log.
- 5.3 Prepare documents for alternate, separate or sequential bids or providing services in connection with bidding or negotiation.
- 5.4 The Design Team shall be available to attend any pre-bid conferences with the Project Manager to present to the bidders information regarding the intent and content of the Construction Documents and respond to any questions presented by the bidders, thereafter provide timely responses to requests for information and or clarifications.
- 5.5 Take a lead role working in collaboration with British Council (Estate and procurement team) for the tendering of all new furniture which will be a separate tender to the main contractor. This will include supporting pre-qualification of suppliers, preparation detail BOQ and supporting reviewing different bids.

CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

- 6.1 Conduct or attend pre-construction meetings as requested. Attend (and ensure proper representation of individual Design Team members) at each construction progress meetings (typically hosted by either PJM or the General Contractor/Construction Firm as is required to maintain to Design integrity, programme and budget).

- 6.2 Advise and consult with PJM during construction until final payment is made to the Construction Firm regarding design integrity and quality of build and finish.
- 6.3 Visit the Project site regularly and as frequently as necessary to become familiar with the progress and quality of the Work completed and to determine if the Work is being delivered in accordance with the Construction Documents and Client Standards. The Design Team shall keep BC/PJM informed of the quality of the work, and formally confirm to BC/PJM and British Council any potential defects and/or deficiencies in the Work. The Design Team shall also attend regular construction site meetings. Monitor the compliance of the Work with the Construction Documents. Review and take appropriate action upon all submittals made by the Construction Team such as shop drawings, product data and samples, for the purpose of: (i) confirming compliance with applicable Laws; (ii) determining whether or not the Work when completed will be in compliance with the requirements of the Construction Documents; (iii) confirming conformance with information and design concepts provided by The Design Team (iv) determining whether material alterations in the Construction Document or Specifications proposed by other persons are properly designed or engineered and will not compromise the design intent originally set forth in the original Construction Documents (v) confirming all materials and equipment proposed shall provide the level of performance required to meet local codes and/or render the space functional in accordance with the BC's intended use.
- 6.4 The Design Team shall assist in the preparation of any British Council driven change orders and construction change directives, with supporting documentation and data, in conjunction with PJM/BC. Such change orders and construction change directives shall be budgeted in advance of any approval or delivery. Note: Any Change Orders or Change Directives initiated or delivered without prior approval of PJM or British Council, where proven to have been instructed by the Design Team directly shall be contra charged to the Design Team, or at least shall not be at cost the PJM or the Client
- 6.5 The Design Team shall work with BC/PJM to ascertain when substantial and final completion of all Work has occurred to facilitate issue certification of substantial and final completion, as applicable noting Local Code Requirements shall prevail in all instances.
- 6.6 BC/PJM will confirm remedy of defective works and the release of any associated payments including retentions upon review and acceptance of quality and conformance with specification from the Design Team.
- 6.7 Provide input on matters concerning performance of any entity performing work on the project under the requirements of the Construction Documents.
- 6.8 Provide value engineering for the Project, update the Construction Document set, address areas of zoning, building code compliance and other governmental/municipality relations, respond to requests for information by contractors and others, and provide all detail on drawings needed by contractors or others to complete the Work.
- 6.9 Record and distribute meeting minutes as required by PJM and as needed for meetings not held with the PJM Office Team, but held to continue progress of the Project.
- 6.10 Make revisions to drawings, specifications and other documents after a construction contract has been awarded and when such revisions are necessitated to maintain consistency with approvals or instructions previously given by the PJM Office Team. Ensure any revisions made to drawings are not in conflict with the Programming Template of record (update the Programming Template accordingly).
- 6.11 Assist in evaluating change order proposals from construction partners, and provide other services reasonably required in connection with change orders and construction change directives.
- 6.12 Evaluate substitutions proposed by members of the construction team and if required, make subsequent revisions to drawings, specifications, and other documentation. All site issues are coordinated, and drawings revised to reflect changes to the design – as agreed with the British Council.
- 6.13 Collect from Construction Firm all as-built drawings for all relevant trades (mechanical, electrical, etc.); prepare and submit to the Project Manager all as-built documentation in accordance with "premises and design guide checklist"
- 6.14 Regular agreed Site inspections to check quality and Snagging prior to Practical Completion.

Nominated Personnel; The Consultant shall nominate a person of whom will be the single point of contact for The British Council and The PJM Office Team, and as such the nominated person shall be the lead representative from the Consultants organization and be suitably experienced, and of sound disposition, to ensure delivery and performance of the Scope of Services through the jurisdiction and or country of which the consultant is appointed in this contract. Should the Consultant require to change the nominated person of which is named below they shall furnish The British Council and PJM with an up-to-date Curriculum Vitae for review and consideration, and as such The BC shall approve or cite otherwise the appointment of a new single point of contact.

Optional Project Management Services

- The project management scope of service delivery includes:
- Organise regular weekly project meetings held with the contractor and lead consultant, and other stakeholders for this project.
- Attend regular monthly meetings with BC to report on the progress and cost to BC internal management.
- Prepare regular monthly cost reports or financial statements. Advise the employer of any decisions required and obtain authorization.
- Formalize clear project goals for time, cost, and scope with client.
- Develop schedules for the design stage and coordinate the activities of client's business unit representative, additional consultants, and design team.
- Recommend the purchase and procurement of long lead time items to arrange for delivery of strategic materials in conformance with the project schedule.
- Create a summary construction schedule for inclusion with the bid documents.
- Recommend professional firms for selection by client, including contractor and key sub-contractors (referred to herein as "construction team"). Prepare RFP documents, qualify the professional firms, conduct interviews and evaluations.
- Manage contractor tender.
- Analyse contractor proposals.
- Implement value engineering for all aspects of design and construction with selected bidders prior to contract award.
- Recommend contractor award. Conduct pre-award conferences and negotiate and prepare construction contracts per client's direction.
- Validate scope, budget, and schedule.
- Obtain client approvals on changes to project parameters.
- Advise on the construction contract regarding costing, payment terms, penalties and warrantee.
- Review contractor's schedule to ensure it aligns with the construction means and methods of delivering the project within the contractual terms.
- Create an integrated project schedule (including all vendors workflow) for inclusion in the bid documents and develop a cost value for each activity for use in preparing a forecast.
- Review work performed by the construction team, and their contractual terms.
- Confirm that the materials furnished, and the work performed are in accordance with the drawings, specifications, and contract documents.
- Provide construction review status updates and reports monthly.
- Establish on-site organization and lines of authority required to carry out all project phases efficiently with the construction team.
- Coordinate the obtaining of all legally required permits, licenses, and certificates, EHSQ.
- Coordinate aspects of the work involving local municipal authorities, governmental agencies, and utility companies
- Drive job meetings to discuss procedures, progress, problems, and scheduling.
- Ensure third party testing outlined in the technical sections of the specifications is completed as required by the local legislation.
- Recommend approval of all applications for payments submitted through vendor(s) in accordance with client's established procedures.
- Obtain all applicable lien releases upon issuance of vendor payments.
- Receive and review change order requests, construction team or from client. Review unit prices, time and material charges and similar items. Monitor and advise upon request for changes required by field conditions and progress of the work and obtain approval from client and the architect/engineer.
- Monitor schedule to expedite material and equipment deliveries during construction.
- Prepare recommendations for interim payments to the Contractor in accordance with the Building Contract
- Manage the interim payment process together with any associated variations and conclusion of the final account process (including final payments).
- Prepare and update the project cash flow, including those for professional fees and authority / Government fees / costs.
- Prepare estimates of cost for proposed variations for Employer decision-making.
- Cost Management will include review and negotiation through change management process of all change requests during the whole lifecycle of the project.
- Review Measure, price and agree all variations for incorporation into the final account, including all provisional sum items of work anticipated as the work proceeds, as part of the change management process

- Review and advise the contractor final account, negotiate, and agree the totals with BC and then with the Contractor.
- Produce a final project closure report / account report and outline the warranty period.
- Coordinate vendor activities with the construction team and zero snagging is achieved before practical completion.
- Review Coordinate testing and commissioning activities to ensure practical completion.
- Lead 100% completion by preparing the punch lists indicating any outstanding work and ensure that these items are completed in an expeditious manner.
- Review all guarantees, warranties, etc. required by the contract documents and assembled by the contractor and forward them to client.
- Verify all claim releases required to issue final certificate of completion and final payment to the construction team, and forward to client.
- Prepare recommendations for interim payments and release of retention funds following confirmation of Practical Completion in accordance with the Building Contract.

IN USE

- Prepare recommendations for interim payments and release of retention funds in accordance with the Building Contract, up to the final payment due to the Contractor under the Building Contract.
- Prepare the final account or similar financial statement in accordance with the Building Contract. Seek agreement to the final account or similar financial statement from the parties to the Building Contract. For the purposes of this clause the final account or similar financial statement excludes the assessment of loss and expense claims
- Advise on the recovery of liquidated and ascertained damages.