**Architects Registration Board**

**Invitation to Tender for the Provision of**

Legal services

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**SECTION 1- INTRODUCTION**

This document is the property of the Architects Registration Board (ARB) and the information it contains is confidential.

Without the ARB’s prior written permission, this document, either in whole or part, must not be reproduced in any form or by any means or disclosed to others or used for the purposes other than its evaluation by bidders. It may not be disclosed to any third party without the express agreement of the ARB.

Whilst care and attention has been exercised in the preparation of this document, it remains subject to contract and all warranties whether express or implied by statute, law or otherwise are hereby disclaimed and excluded.

These limitations are not intended to restrict continuing commercial discussions between the ARB and potential bidders.

Any proposal received by bidders is subject to contract with ARB.

**Date of dispatch of Invitation to Tender: 30 October 2019**

**Tender return date: 5pm 27 November 2019**

**Tenders shall be returned by post or email to:**

Simon Howard

Head of Professional Standards

Architects Registration Board

8 Weymouth Street

London

W1W 5BU

[professionalstandards@arb.org.uk](mailto:professionalstandards@arb.org.uk)

**Checklist of documents to return:**

|  |  |
| --- | --- |
| **Document** |  |
| Pricing Schedule |  |
| Method Statement |  |
| Form of Tender |  |
| Tendering Certificate |  |

# SECTION 2 – INSTRUCTIONS TO TENDERERS

# General Information and Instructions

2.1.1 All tenders submitted shall be in accordance with and subject to the terms of these instructions and other documents comprising the Invitation to Tender.

* + 1. Any queries about the Tender documents which may affect the preparation of the Tender shall be raised without delay in writing with the Architects Registration Board’s Head of Professional Standards.

* + 1. If the ARB considers a query may have a material effect on the tendering process, all tenderers will be notified in writing.

### This Invitation to Tender does not constitute an offer and the ARB does not undertake to accept any tender.

### ARB reserves the right to cancel the tendering process at any point.

### ARB will not reimburse any tendering costs.

### Tenderers should respond on the basis of information given in this document. The ARB accepts no responsibility for the interpretation of the requirements by the responding tenderer.

## The contact for this procurement is Simon Howard, Head of Professional Standards, Architects Registration Board, 8 Weymouth Street, London, W1W 5BU. Telephone: 020 7580 5861, e-mail: [professionalstandards@arb.org.uk](mailto:professionalstandards@arb.org.uk)

## Confidential Nature of Tender Documentation and Bids

### Tenderers shall not discuss the bid they intend to make with any party other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other tenderer or member or officer of the ARB.

* + 1. The provisions of this condition shall apply during the continuance of this contract and after its termination howsoever arising.

### If a tenderer does not observe paragraph 2.2.1, the ARB may reject the Tender and may decide not to invite the tenderer to tender for future work.

**2.3 Freedom of Information**

2.3.1 Please note that the ARB is classed as a ‘Public Authority’ within the meaning of the Freedom of Information Act 2000. The Act creates a general right of access to information held by public authorities (subject to certain exemptions.) Therefore any information you supply to the ARB may be made available on demand (in accordance with the Freedom of Information Act 2000.)

2.3.2 We cannot guarantee that information will not be disclosed in response to Freedom of Information Act requests. However, the Act does provide for certain types of information to be withheld. To enable us to evaluate the information you supply, you will need to clearly indicate you would prefer it wasn’t released and give an indication of why. Information labeled in this way will be examined in the light of the exemptions provided for in the Act, before a decision to disclose is made.

## Preparation of Bid

### 2.4.1 If the ARB regards an amendment to the original Invitation to Tender documents as significant, an extension of the closing date may, at the discretion of the ARB, be given to all tenderers. Companies already having submitted a tender at this point may be invited to re-submit their tender at their discretion.

### Tenders and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and Wales.

## Submission of Tender



### In order to evaluate the tender, the following information and documents are required:

1. Pricing Schedule
2. Method Statement
3. Form of Tender
4. Tendering Certificate
   * 1. Tender documents and other submitted items:

* Must arrive no later than 5pm on 27 November 2019
* Marked for the attention of Simon Howard
* Clearly marked ‘Legal Services Tender’
  + 1. Proof of posting will not be accepted as proof of delivery.
    2. No tender will be accepted if it is received after the specified date and time, unless dispensation has been provided by ARB.

#### By submitting the Form of Tender, the tenderer confirms that it is able and willing to enter into a formal contract with the ARB if awarded. The Form of Tender shall be signed by persons authorised to submit tenders and make contracts for the tenderer.

## Award Criteria

### Any tender that is accepted will be evaluated on the basis of:

### Quality;

### Price;

### Experience;

### Understanding of ARB’s requirements;

* Demonstration of ethical values.

2.6.2 Note that the quality of the legal service is important to the ARB, including both the professionalism of the delivered service and the quality and availability of constructive advice that the ARB judges the firm can give to both staff and the Board. Whilst cost remains a factor, the ARB will not necessarily select the cheapest tender.

## Award Process

* + 1. The ARB will be inviting up to four firms to interview stage. Details of the interview will be provided to those four firms upon selection.

### ARB expects to decide on the award of contract by no later than 7 February 2020.

### Tenderers will be notified simultaneously and within twenty working days of any decision made by the ARB during the tender process, including award. When the ARB has evaluated the bids, it will notify all tenderers about the intended award.

### ARB reserves the right to withdraw from the procurement process at any point up to award of contract. ARB reserves the right to award all or part of the contract at its discretion.

### 

### No guarantee can be given as to any minimum number of instructions during the term of the agreement.

### The tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by ARB and ARB confirming in writing such acceptance, the tenderer will, within 21 days of being called upon to do so by the ARB, execute formal contracts substantially in the form set out at Section 4.

* + 1. The identities of the successful tenderers will be published in on the Government’s Contracts Finder within 90 days of the award of contract, together with the date the contract was entered into, the value of the contract, and whether the successful tenderer is an SME[[1]](#footnote-1).

## Procurement Timetable

### It is intended that this procurement exercise for “Provision of legal services” will run to the following timetable. In the event that changes are required, ARB will keep you fully informed. Every effort will be made to avoid changes.

|  |  |
| --- | --- |
| General |  |
| Deadline for submissions | 5pm on 27 November 2019 |
| Selection of Tenderers for interview | 11 December 2019 |
| Interview with ARB selection panel | 31 January 2020 |
| Contract Award date | 7 February 2020 |
| Contract implementation and start dates | 2 March 2020 |

## Tenderer’s Warranties

In submitting its tender, the tenderer warrants, represents and undertakes to

ARB that:

### all information, representations and other matters of fact communicated (whether in writing or otherwise) to ARB by the tenderer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission;

### it has full power and authority to enter into the contract and perform the obligations specified in the contract documents;

### it is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the contract;

1. it shall indemnify and keep indemnified ARB against all actions, claims, demands, costs and expenses incurred by or made against, ARB in respect of any loss or damage which arises from any advice given or anything done or omitted to be done under this tender to the extent that such loss or damage is caused by the negligence or other wrongful act of the tenderer or its agents.

# SECTION 3- BACKGROUND

**3.1 The reason for this tender exercise**

ARB is keen to ensure that it is receiving the best possible legal service available to it both in terms of quality and value for money. It is also open to innovative solutions as to how it can deliver its statutory duties in a more effective way.

## 3.2 Our key purpose - protecting the public and maintaining the reputation of the profession

ARB was established by Parliament in 1997 to regulate the architects’ profession in the UK. We are an independent, public interest body and our work in regulating architects ensures that good standards within the profession are consistently maintained for the benefit of the public and architects alike.

Our duties are contained in the 1997 Architects Act (“the Act”), and cover five main areas:

* Prescribing – or ‘recognising’ the qualifications needed to become an architect;
* Keeping the UK Register of Architects;
* Ensuring that architects meet our standards for conduct and practice;
* Investigating complaints about an architect’s conduct or competence;
* Making sure that only people on our register offer their services as an architect.

**3.3 What we do**

* + 1. **Establish a Board**

The work of ARB is overseen by a Board of 11 members. The Board consists of one independent, non-executive Chair, alongside five architects and five lay members who are appointed by the Privy Council.

The business of the Board is governed by ARB’s General Rules.

* + 1. **Prescribe Qualifications**

In line with Section 4(1)a of the Act, the Board is responsible for determining what qualifications and practical experience are required for entry to the Register under the UK routes to registration. In order to ensure that individuals have met the appropriate standards on entry to the Register, the Board has established a prescription process for recognising qualifications and practical experience as well as the criteria which must be met at the appropriate levels.

* + 1. **Maintain a Register of Architects**

Central to ARB’s role is the maintenance of the Register of individuals who are entitled to refer to themselves as “architects” in the course of business. Registration is based on the holding of architectural qualifications which have been prescribed by the Board.

Routes to Registration

There are three main routes along which the majority of applications from persons seeking to register as architects are progressed. These may be described as (a) “the UK route”; (b) “the European route” and (c) “the individual candidate” route.

* The UK route requires that a person has completed recognised architectural qualifications in the UK;
* The European route has at its core that a person has completed a recognised European qualification in architecture and secured access to the profession in their country of qualification. This route is operated pursuant to Directive 2005/36/EC;
* The individual candidate route (Prescribed Examination) is available for persons who hold qualifications in architecture that are not recognised through either of the other two routes.

A minority of applications may also be considered on a more tailored basis, for example where applicants rely on either the European General System for recognition under the Directive or on treaty rights where the Directive does not apply.

Leaving and re-entering the Register

ARB also provides complementary procedures for leaving and re-entering the Register once an initial application for statutory registration has been approved for the first time. These procedures may include consideration of relevant convictions, professional sanctions and competence to practice.

Maintenance of the Register

Processes are also operated to maintain the integrity of the data in the Register and collect annual fees from all those wishing to have their name retained on the Register each year. An annual removal process takes place when fees remain unpaid as of the due date.

* + 1. **Regulate the profession**

Section 13 of the Act requires the ARB to issue a Code laying down the standards of professional conduct and practice expected of persons registered as architects under the Act.

Section 14 of the Act states that where an allegation is made that an architect is guilty of unacceptable professional conduct or serious professional incompetence, or it appears to the ARB’s Registrar that they may be guilty, the case shall be investigated by persons appointed by the Board. Where those persons investigating the case find that there is a case to answer they shall refer the matter to the Professional Conduct Committee.

Section 15 provides that where a case has been referred to the PCC there shall be a public hearing, and where the architect is found guilty then a disciplinary sanction may be imposed.

Section 22 of the Act provides a route of appeal to the High Court for anyone wishing to challenge a sanction imposed by the Professional Conduct Committee.

All of these proceedings must proceed in line with statutory requirements, the Investigations and Professional Conduct Committee Rules, overarching legislation such as HRA 1998, and with due regard to best practice.

**3.3.5 Regulate the title ‘architect’**

Section 20 of the Act states that only registered persons can practise or carry on business under the name, style or title containing the word ‘architect’.

Section 21 provides that it is a criminal offence, punishable by fine, for a non-registered person to use the title ‘architect’ in business or practice.

One of ARB’s responsibilities is to ensure that only architects practise using the title ‘architect’, and after taking into account the evidence and public interest, prosecute offenders at the magistrates’ courts.

**SECTION 4- TECHNICAL SPECIFICATION**

4.1 ARB requires provision of general legal advice in respect of all its statutory duties and legal obligations, except for the preparation of disciplinary cases to the Professional Conduct Committee and the prosecution of section 21 offences at the magistrates’ courts. These services are provided under separate contract of services and are outside of the scope of this tender.

4.2 In particular, legal services will be required in the following areas:

* Board governance, and attending Board meetings on request;
* Interpretation of legislation, and particularly the transposition and implementation of EU Directives;
* Tendering and contracts;
* Employment law;
* Responding to appeals against registration decisions and disciplinary sanctions imposed by the Professional Conduct Committee;
* Responding to judicial reviews of ARB decisions;
* Prescription of Qualifications;
* Complex data protection and GDPR issues;
* Regulatory best practice.

4.3 While the wide ranging scope of advice requested may require the input of a number of differing specialists, it is envisaged that ARB will generally have a single point of contact for the final provision of services.

4.4 Proposals for innovative pricing solutions and approaches to the discharge of the tender work are welcomed.

**SECTION 5- SCOPE OF TENDER, SCALE & CAPACITY**

## Scope

5.1 We intend to award the contract for a period of three years, extendable to five years. Tenderers are invited to bid for this tender competitively under normal rules of competition.

5.2 The estimated contract value is £130,000 p.a.

## 

**SECTION 6- TENDER DOCUMENT**

You are asked to submit your response by completing and responding to the following section of this Invitation to Tender. You may choose to use your own formatted form, but the information provided must be identical to that set out below.

## SECTION 6A: Organisation and Contact Details

|  |  |  |
| --- | --- | --- |
| Full name of company or individual tendering |  | |
| Organisation Details | | |
| Registered office address | Company or charity registration number |  |
|  | VAT registration number |  |
|  | Name of immediate parent company |  |
|  | Name of ultimate parent company |  |
| Type of organisation | i) public limited co.  ii) limited company  iii) limited liability partnership  iii) other partnership  iv) sole trader  v) other (please specify) |  |
|  |
|  |
|  |
|  |
|  |

|  |  |
| --- | --- |
| Contact details | |
| Contact details for enquiries | |
| Name |  |
| Address |  |
| Phone |  |
| Mobile |  |
| Email |  |

## SECTION 6B: Grounds for mandatory rejection

**Important Notice:**

**If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.**

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your company or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended); |  |
| 1. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended); |  |
| 1. the offence of bribery; |  |
| 1. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: |  |
| * 1. the offence of cheating the Revenue; |  |
| * 1. the offence of conspiracy to defraud; |  |
| * 1. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978; |  |
| * 1. fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006; |  |
| * 1. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994; |  |
| * 1. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or |  |
| * 1. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968; |  |
| 1. money laundering within the meaning of the Money Laundering Regulations 2017; or |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive |  |

## SECTION 6C - Grounds for discretionary rejection

**Important Notice**

**If you cannot answer ‘no’ to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently.**

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your company or any directors or partner or any other person who has powers of representation, decision or would be involved in the provision of service for the ARB:** |  |
| (a) being an individual, is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; |  |
| (b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or |  |
| (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of similar procedures under the law of any other state? |  |
| (d) been convicted of a criminal offence relating to the conduct of their business or profession; |  |
| (e) committed an act of professional misconduct in the course of their business or profession; |  |
| (f) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established; |  |
| (g) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or |  |
| (h) been guilty of serious misrepresentation in providing any information required  of you under Regulation 57 of the Public Contracts Regulations 2015? |  |

## SECTION 6D - Economic and Financial Information

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **FINANCIAL INFORMATION** | | | | | | |
|  | Please provide **one** of the following set out below:-  **(please indicate which one by ticking the relevant box)** | | | | | | |
| *A copy of your audited accounts for the most recent two years* | | | | |  | |
| *A statement of your turnover, profit & loss account and cash flow for the most recent year of trading* | | | | |  | |
| *A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position* | | | | |  | |
| *Alternative means of demonstrating financial status if trading for less than a year* | | | | |  | |
|  |  | | |  |  |  | |
|  | **INSURANCE** | | | | | | |
|  | Please provide details of your current insurance cover | | | | | |  |
|  | Insurance Type |  | Value | | | |  |
| 3.1 | Employer’s Liability |  | £ | | | |  |
| 3.2 | Public Liability |  | £ | | | |  |
| 3.3 | Other (Please provide details) |  | £ | | | |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **SOCIAL RESPONSIBILITY** | | |
| 3.1 | Please provide confirmation that you pay all of your employees the real Living Wage[[2]](#footnote-2) |  |  | |

## SECTION 6E – Professional Experience

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **EXPERIENCE AND CONTRACT EXAMPLES** | | | |
| Please provide details of up to three contracts that are relevant to the ARB’s requirements. Contracts for the supply of goods or services should have been performed during the past five years. | | | |
|  |  | Contract 1 | Contract 2 | Contract 3 |
|  | Customer Organisation (name): |  |  |  |
|  | Customer contact name, phone number and email |  |  |  |
|  | Contract start date  Contract completion date  Contract Value |  |  |  |
|  |  |
|  |  |
|  | Brief description of contract (max 150 words) including evidence as to your technical capability in this market. |  |  |  |
| If you cannot provide at least one example, please briefly explain why (100 words max) | | | | |

# 6.1 PRICING SCHEDULE

* + 1. Please provide a schedule of hourly rates charged by your organisation for each of the grades in the table:

|  |  |
| --- | --- |
| Grade | Hourly rate £ (excl. of VAT) |
| Barrister (Queens Council) |  |
| Partners |  |
| Barrister over 10 years’ call |  |
| Solicitor/barrister 5 – 10 years’ PQE |  |
| Solicitor/barrister 0-5 years’ PQE |  |
| Trainee/ Pupil barrister |  |
| Paralegal (with law degree) |  |

Please note that any fees agreed will be fixed for the period of the contract.

* + 1. Please confirm what your minimum chargeable time period is (in minutes)
    2. Please provide a figure for any additional expenses including:-

1. A4 per side;
2. A3 per side;
3. Time charged for travel;
4. Other expenses and rates at which they are to be charged.

6.1.4 Please provide a proposal of how you would offer effective cost control for ARB, including measures such as estimates, cost breakdowns and cost-capping.

**6.2 METHOD STATEMENT**

Please provide a response to each of the four questions below.

**Question 1**

* 1. Please provide details of the core team that you propose will provide the services should you be appointed to the framework. In addition, please explain:

1. How that team would deliver the services required immediately on appointment; and
2. Who would be involved in providing services to the ARB (citing the various grades at the relevant stage of the process) and the percentage of work to be undertaken by each grade on each case; and
3. Some brief, relevant, publicly biographical information about each fee earner, including their status within the firm and their experience relevant to the work tendered for. Published information of cases those key individuals have participated in, including copies of written articles, is welcome.
   1. Please describe how staff will be appropriately supervised for their level of expertise.
   2. Please explain how you will deal with any absence cover and ensure continuity of service should any of the team members leave the organisation. If members of your core team work on a part time basis this should be indicated with an explanation of how you will ensure continuity of service during the periods they are absent.
   3. If you are a barrister, please set out the legal entity with which the ARB would be contracting.

**Question 2**

2.1 Please describe what you consider the regulatory risks are for an organisation such as ARB in the next five years, and what services you could provide to mitigate those risks.

**Question 3**

3.1 Taking into account the requirements of this contract as detailed in Section 4, please describe how you have previously provided a similar service for a comparable client.

**Question 4**

4.1 Please describe the quality management and professional support systems that you have in place for delivery of the services required in this Invitation to Tender. This should include:

1. How you will ensure that you provide a consistently high quality of legal services to the ARB;
2. How you will ensure all staff engaged in delivery of legal services to the ARB will have up to date knowledge of relevant regulatory and public case law; and
3. What data security you have in place to ensure compliance with data protection legislation.

**Question 5**

5.1 Please provide the name of two referees who would be willing to be contacted by telephone in the result of the firm progressing to the presentation stage of this tender.

# 6.3 FORM OF TENDER

## UNCONDITIONAL AND IRREVOCABLE OFFER TO ARCHITECTS REGISTRATION BOARD

To: Architects Registration Board

8 Weymouth Street

London

W1W 5BU

Having read carefully the Invitation to Tender and in consideration of you considering this Tender:

1. We offer to supply services specified and to complete the contract in accordance with the Contract Documents and our Tender In accordance with the pricing schedules annexed to this Form of Tender.

2. We confirm that if our Tender is accepted we will request you to:

* Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force.
* Sign formal contract documentation if required.

3. We agree that this Tender shall constitute an irrecoverable, unconditional offer which may not be withdrawn for a period of 90 days from this date.

4. (We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking in the form set out in Section 7 duly completed by our ultimate holding company.) **DELETE IF NOT APPLICABLE**

Unless and until a formal Contract is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that the ARB is not bound to accept all or part of any Tender it receives.

Signature…………………………………………………………………………………………………………………………………………….

Print name…………………………………………………...... (Position)....................................................................

For and on behalf of:……………................................................................................................................. (Company’s full registered name)

Company Registered Number: .............................................................................................................

Registered Office Address: …………………………………………………………………………………….............................

Trading Address if different:………………………………………………………………………………….............................

Date: .....................................................................................................................................................

## 6.4 TENDERING CERTIFICATE

To: Architects Registration Board

I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf):

1. Fixed the amount of the tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than the ARB the amount or approximate amount or terms of my/our proposed Tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the Tender).
3. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
4. Canvassed or solicited any member, officer or other employee of the ARB in connection with the award of this or any other ARB contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other ARB contract or tender.

SIGNED\* ....................................................................

Position .........................................................................

for and on behalf of .......................................................

Date: ....................................................................

**\*Note: to be signed by the same signatories as the Form of Tender**

1. Enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million [↑](#footnote-ref-1)
2. On 1 November 2018 the voluntary Living Wage was £10.55 per hour in London and £9.00 per hour in the rest of the UK. The rates are recalculated every November. Further details can be found at [www.livingwage.org.uk](http://www.livingwage.org.uk) [↑](#footnote-ref-2)