



Architects Registration Board

INVITATION TO TENDER FOR THE PROVISION OF AN EXTERNAL AUDIT SERVICE

October 2023

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SECTION 1- Introduction and Background

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: Wednesday 18 October 2023

Tender return date: 11am Monday 13 November 2023

Tenders shall be returned by email to: Marc Stoner, Director of Resources,
corporate@arb.org.uk

Shortlisted service providers will be invited to deliver a presentation to members of the Audit and Risk Assurance Committee and representatives from the Executive on **Monday 11 December 2023**. Presentations will take place in person, at the ARB office at 8 Weymouth Street, London, W1W.

For anyone wishing to tender, a phone call can be arranged with the Director of Resources. Please contact corporate@arb.org.uk to schedule.

Checklist of documents to return:

Documents	✓
Grounds for mandatory rejection	
Grounds for discretionary rejection	
Insurance and social responsibility information	
Professional Experience	
Pricing Schedule	
Conflicts of Interest	
Method Statement	
Form of Tender	
Tendering Certificate	

The Architects Registration Board (ARB) is the UK's statutory regulator of architects set up by an Act of Parliament in 1997. 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.

The Board's principal activities during the year are shown below, and reflect the requirements of the Architects Act 1997:

- To maintain and publish the Register of Architects.
- To prescribe ("recognise") the qualifications needed to become an architect in the UK.
- To register those who meet ARB's requirements for qualifications, experience, and competence.
- To set standards for professional competence.
- To issue a code laying down standards of conduct and practice expected of architects.
- To regulate use of the title "architect".
- To deal with complaints and enquiries from members of the public regarding the conduct and competence of architects.

We are a Public Corporation with 50 members of staff and an annual turnover of approximately £8.5m. Our work is overseen by a Board of 11 members. The Board consists of one independent, non-executive Chair, alongside five architects and five lay members, all of whom are appointed by the Privy Council.

The Financial year at ARB runs from 1 January to 31 December.

Our main source of income comes from the annual retention fee which is due by the 1 January each year. This is payable by all architects wishing to remain on the Register during the forthcoming year. We currently have c43,000 architects on the Register and the fee for 2023 is £179.

The majority of our income is received in advance (within the last three months of the prior year). These funds, which are not required for immediate use, are invested, and managed by an external provider.

The largest areas of expenditure within the organisation are staffing and legal costs. The majority of our legal spend is within the area of running our professional conduct regime.

To help give you an understanding of the ARB's finances, you may wish to refer to the 2022 annual report and audited financial statements which can be found at: [ARB-Annual-Report-and-Financial-Statement-2022-published.pdf](#)

Architects Registration Board
8 Weymouth Street
London
W1W 5BU

SECTION 2 – Instructions for tenderers

2. Summary of requirement

The ARB invites proposals for external audit services:

- To carry out an external audit and report annually to the Audit and Risk Assurance Committee, giving an opinion on the ARB's Financial Statements and assurance that they have been prepared in accordance with the governments Financial Reporting Manual (FReM).
- The external auditors will also be required to provide tax advice, including calculation of the ARB's tax liability, as well as the preparation and submission of the relevant tax returns to HMRC.
- The successful firm must be able to demonstrate that it is able to meet the tight statutory reporting deadlines, particularly in 2024, as we need to file our accounts with Parliament within the first six months of the year.

This appointment will be for a period of five years and is conditional on our satisfaction with the quality of work and value for money of the service provided.

2.1 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.
- 2.1.2 Any queries about the Tender documents which may affect the preparation of the Tender shall be raised without delay in writing to the Director of Resources. Queries should be submitted by email to corporate@arb.org.uk.
- 2.1.3 If the ARB considers a query may have a material effect on the tendering process, all tenderers will be notified in writing.
- 2.1.4 This Invitation to Tender does not constitute an offer and the ARB does not undertake to accept any tender.
- 2.1.5 ARB reserves the right to cancel the tendering process at any point.
- 2.1.6 ARB will not reimburse any tendering costs.
- 2.1.7 Tenderers should respond based on information given in this document. The ARB accepts no responsibility for the interpretation of the requirements by the responding tenderer.
- 2.1.8 The contact for this procurement is Marc Stoner, Director of Resources at Architects Registration Board. Telephone: 020 7580 5861, email: corporate@arb.org.uk.

2.2 Confidential Nature of Tender Documentation and Bids

- 2.2.1 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.
- 2.2.2 The provisions of this condition shall apply during the continuance of this contract and after its termination howsoever arising.
- 2.2.3 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 if you would prefer it wasn't released and give an indication of why. Information labelled in this way will be examined in the light of the exemptions provided for in the Act before a decision to disclose is made.

2.4 Equality, Diversity & Inclusion

- 2.4.1 ARB is committed to the Public Sector Equality Duty which requires it to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between different people when conducting their procurement activities.
- 2.4.2 It is ARB policy that appropriate and equal opportunities be incorporated into the production of specifications, evaluation of tenders and contract performance management. The aim is to ensure that suppliers work to eliminate the potential for unlawful and unfair discrimination to occur in relation to their employment practices and through the provision of goods, services and works to ARB.
- 2.4.3 ARB will require its suppliers, service providers and contractors to be aligned to this objective as outlined in ARB's Equality Scheme.

2.5 Environmental, Social and Governance

- 2.5.1 Where possible, ARB will endeavour to consider social value considerations and will endeavour to create a positive impact locally when undertaking its procurement activity.
- 2.5.2 ARB is a member of the Living Wage Foundation, and we will not enter business with any individual or company that does not pay the Real Living Wage.

- 2.5.3 Sustainable procurement requires environmental and social impact to be considered alongside financial factors when deciding which product or service to buy. All procurements conducted by ARB (where appropriate) should include sustainability considerations as part of the evaluation process. This involves looking at the product/service whole life cycle.
- 2.5.4 ARB is committed to working with SMEs and will consider in its strategy for each procurement how it can make sure that opportunities are accessible for SMEs and without barriers.

2.6 Preparation of Bid

- 2.6.1 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.
- 2.6.2 Tenders and supporting documents shall be in English and any contract subsequently entered, and its formation, interpretation and performance shall be subject to and in accordance with the law of England and Wales.

2.7 Submission of Tender

- 2.7.1 In order to evaluate the tender, all documents set out in the requested documents checklist on page 3 must be included.
- 2.7.2 Tender documents and other submitted items:
- Must arrive no later than **11am on Monday 13 November 2023**
 - Must be sent **electronically** to corporate@arb.org.uk
 - Be marked for the attention of **Marc Stoner**
 - Clearly marked '**External Audit Tender**' in the email subject line
- 2.7.3 Tenderers shall ensure that their tender arrives on time. No tender will be accepted if it is received after the specified date and time unless dispensation has been provided by ARB.
- 2.7.4 By submitting the Form of Tender, the tenderer confirms that it can and is 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.

2.8 Award Criteria

- 2.8.1 Any tender that is accepted will be evaluated based on:
- Understanding of ARB's requirements and regulatory sector experience, including requirements under FReM and International Financial Reporting Standards
 - Quality of service being provided
 - Approach to client management
 - Value for money
 - Commitment to Environment, Social and Governance

- 2.8.2 The quality and responsiveness of the service is of particular importance to ARB, especially in respect of providing constructive solutions to challenges that arise in the course of delivering our statutory duties. Whilst cost remains an important factor for any public body, ARB will not necessarily select the cheapest tender.
- 2.8.3 ARB is also seeking to contract with a firm that shares its values, and has a public commitment to advancing Equality, Diversity and Inclusion.

2.9 Award Process

- 2.9.1 The ARB will be inviting up to three firms to interview stage. Details of the interview will be provided upon selection.
- 2.9.2 ARB expects to decide on the award of contract by no later than 18 December 2023.
- 2.9.3 Tenderers will be notified simultaneously and within ten 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.
- 2.9.4 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.
- 2.9.5 No guarantee can be given as to any, or minimum number of instructions during the term of the agreement.
- 2.9.6 The identities of the successful tenderers will be published in the Government's Contracts Finder within 90 days of the award of contract.

2.10 Procurement Timetable

- 2.10.1 It is intended that this procurement exercise will run to the following timetable. If changes are required, ARB will keep you fully informed. Every effort will be made to avoid changes.

General	
Deadline for clarification questions	5pm Friday 3 November 2023
Deadline for submissions	11am Monday 13 November 2023
Tenderers notified of outcomes	Week commencing 20 November 2023
Interview with ARB selection panel	Monday 11 December 2023 (in person at ARB office)
Notification of award	Week commencing 18 December 2023
Contract implementation and start dates	January 2024
Audit plan and timetable presented to the Audit and Risk Assurance Committee	10am Tuesday 23 January 2024 (in person at ARB office)

2.11 Tenderer's Warranties

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

- a) 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.
- b) it has full power and authority to enter the contract and perform the obligations specified in the contract documents.
- c) 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.
- d) it will not at any time during the term or at any time thereafter claim or seek to enforce for the purposes of this contract any lien, charge, or other encumbrance over property of whatever nature owned or controlled by ARB and which is for the time being in the possession of the tenderer.
- e) 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 contract to the extent that such loss or damage is caused by the negligence or other wrongful act of the contractor or agents.
- f) it shall have in place a policy or policies covering all the matters which are the subject of the indemnities and undertakings on the part of the contractor contained in this contract, which will be agreed but at least in respect of one incident and unlimited in total, unless otherwise agreed by ARB in writing.

2.12 Employment Discrimination

2.12.1 ARB prides itself promoting inclusion and diversity. The contractor shall not unlawfully discriminate within the meaning of any relevant legislation or any statutory modification or re-enactment thereof relating to discrimination in employment whether by race, disability, age, gender, religion or belief, sexual orientation, transgender identity, marriage and civil partnership pregnancy and maternity. The contractor shall take all reasonable steps to ensure the observance of these provisions by all employees or agents of the contractor and all sub-contractors employed in the execution of the contract.

2.13 Assignment and Sub-Contracting

2.13.1 The contractor shall not assign or sub-contract any portion of the contract without the prior written consent of ARB. Sub-contracting any part of the contract shall not relieve the contractor of any obligation or duty attributable to it under the contract or these Conditions.

SECTION 3 - Specification

3.1 External audit services required.

ARB requires external audit services to be delivered in accordance with the requirements of the Governments Financial Reporting Manual, ARB's Board and Audit and Risk Assurance committee, and any other relevant legislation.

The contract will commence from January 2024, for a period of five years. This will be subject to a review of performance, carried out on an annual basis.

The external auditors will be responsible for forming an independent opinion on the financial statements of the ARB, which are to be laid before the Board and Parliament each year.

The annual audit report will state whether the financial statements give a true and fair view of the financial position of the ARB as at 31 December and that the statements have been properly prepared in accordance with the Government Financial Reporting Manual (FRM).

3.2 Audit Standards

The audit shall be conducted in accordance with International Standards and IFRS on Auditing and applicable law.

In arriving at their opinions, the External Auditors are required to consider the following matters and to report on any aspect on which they are not satisfied, namely whether:

- The ARB is keeping proper records.
- The financial statements are in agreement with the accounting records.
- Audit evidence obtained is sufficient and appropriate to provide a basis for an opinion.

3.3 Irregularities and Fraud

The External Auditors will report any serious weaknesses, fraud, irregularities, or breakdown in accounting controls which they come across in the normal course of their duties in writing to the Audit and Risk Assurance Committee.

3.4 Planning of Work

The appointed provider should plan its work and agree an annual audit plan with the ARB's Director of Resources. This will be formally considered and approved by the Audit and Risk Assurance Committee.

ARB has a duty, under its framework agreement with our sponsoring government department (Department for Levelling Up, Housing and Communities (DLUHC)), that it will provide a set of accounts to be laid in Parliament with six months of the year end. The timetable below is an indicative timeline and will be subject to final agreement upon appointment:



3.5 Liaison and Reporting

The main contact within the ARB will be the Chief Executive who is Government's nominated Accounting Officer, through whom arrangements will be made for the conduct of the audit and with whom issues arising from the audit will be cleared. However, it is expected that resolution will be explored with the Director of Resources prior to clearance meetings with the Chief Executive. The External Auditors will also have a right of access to the Chair of the Audit and Risk Assurance Committee and the Board Chair of the ARB.

The audited financial statements must be cleared by the Audit and Risk Assurance Committee prior to being submitted to the Board for adoption.

The ARB expects the provider to meet the agreed timetable and that the lead audit partner reports to the Audit and Risk Assurance Committee by way of a management letter within the timescale agreed and in accordance with the Audit Code of Practice.

The management letter will report any significant matters arising from the audit which might lead to material errors or have an impact on future audits including, for example, where economies could be made or where resources could be used more effectively together with advice on improvement. These matters will include:

- Weaknesses in the structure of accounting systems and internal controls.
- Deficiencies in the operation of accounting systems and internal controls.
- Inappropriate accounting practices and internal regulations.
- Non-compliance with legislation, accounting standards or other relevant regulations.

The service provider has the right to ask the Chair of Audit and Risk Assurance Committee to convene a meeting of the Audit and Risk Assurance Committee if necessary and have the right to attend meetings where relevant business is to be discussed.

3.6 Access to Documentation

The service provider will always have a right of access to the accounting records and supporting documentation of the ARB and to such information and explanations as deemed necessary for the performance of their duties including internal audit files and working papers.

3.7 Additional Services

The service may also be asked from time to time to provide additional services beyond the scope of the external audit. These will be the subject to separate agreement. However, there is no obligation on the ARB to request any additional services.

Potential providers are invited to indicate in the Questionnaire the areas in which they can provide additional services. The range and relevance of such services available will be a factor in the tender evaluation.

However, the following services will form part of the contract and therefore a price should be given within the pricing schedule.

- Provide technical guidance and application to assist in preparation of the financial statements.
- Calculation of the ARB's tax liability and assistance in completing the firm's CT600 tax return.

SECTION 4A - 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
(a) 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);	
(b) 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);	
(c) the offence of bribery;	
(d) 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:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	
(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	
(vii) 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;	
(e) money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	
(f) any other offence within the meaning of Article 57(1) of the Public Contracts Directive.	

SECTION 4B - 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) <u>being an individual</u> , 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) <u>being a partnership constituted under Scots law</u> , 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) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> 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 during 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 4C – Insurance and Social Responsibility Information

INSURANCE		
Please provide details of your current insurance cover		
Insurance Type	Value	
Employer's Liability	£	
Public Liability	£	
Other (Please provide details)	£	

SOCIAL RESPONSIBILITY	
Please provide confirmation that you pay all your employees the Living Wage.	
Please provide us a copy of your Equality, Diversity, and Inclusion policy(ices) and an explanation of how they will be applied in practice.	

SECTION 4D – 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. These will be used to obtain references.				
		Contract 1	Contract 2	Contract 3
1.1	Customer Organisation (name):			
1.2	Customer contact name, phone number and email.			
1.3	Contract start date. Contract completion date. Contract Value.			
1.4	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)				

SECTION 4E - Pricing Schedule

- 4.2.1 Please provide a schedule of hourly rates charged by your organisation for each of the grades in the table. If these titles are not reflected in your organisation, please provide information on your post qualification.

Breakdown of Audit Time (Please state minimum qualification at each level)	Total number of staff allocated	Hourly rate for each staff member	Total cost
Partner:		£	£
Manager:		£	£
Qualified Staff:		£	£
Unqualified Staff:		£	£
Other (please specify)			
Annual contract cost			£

Please note that any fees agreed will be fixed for the period of the contract unless stated otherwise. All prices must be inclusive of VAT.

- 4.2.2 Please provide a figure for any additional expenses including: -

- a) Set up and knowledge transfer costs.
- b) Time charged for travel.
- c) Other expenses and rates at which they are to be charged.

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

SECTION 4F - Conflicts of Interest

Please give details of any business or other interests or any personal connections which, if you are appointed, could be misconstrued, or cause reputational damage to ARB. Any conflicts of interest detailed here will not prevent you going forward but may, if appropriate, be explored with you to establish how you would address the issue(s) should you be successful.

If you are not aware of any conflicts of interest or have none, please state this.

Details of any conflicts of interest.

SECTION 5 - Method Statement

Please provide a response to each of the questions below.

Question 1

- 5.1.1 Please provide details of the core team that you propose will provide the services should you be appointed. In addition, please explain:
- a) How that team would deliver the services required immediately on appointment, particularly the process for reviewing historic audits and implementing the new contract.
 - b) 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
 - c) Some brief relevant publicly biographical information about each person to be involved in the contract, including their status within the firm and their experience relevant to the work tendered for.
- 5.1.2 Please describe how staff will be appropriately supervised for their level of expertise.
- 5.1.3 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.
- 5.1.4 Please describe your firm's internal process for quality assurance of audit.
- 5.1.5 Please explain who would be involved in the scoping of the external audit contract.
- a) Who would carry out the work.
 - b) Who would quality assure the work.
 - c) Who would report to the Audit and Risk Assurance Committee.
- 5.1.6 Please explain how you will go about resolving accounting and financial reporting issues identified as part of your audit work, or compatibility issues with FReM and other appropriate legislation.

Question 2

- 5.2.1 Taking account of the proposed timeframe set out at Section 3.4 above (Planning of Work), please provide an outline timetable, covering a schedule of audit visits and closing meetings for the year 2024; if you wish to suggest any variations to the above timetable due to existing commitments, please outline those variations.

Question 3

- 5.3.1 Please describe what you consider to be the key risks for ARB over the next 36 months, when considering our corporate strategy, business plan priorities and current legal framework.

Question 4

- 5.4.1 Please describe your approach to Environmental, Social and Governance issues.

SECTION 6 - Form of Tender

UNCONDITIONAL AND IRREVOCABLE OFFER TO ARCHITECTS REGISTRATION BOARD

To: Architects Registration Board
8 Weymouth Street
London
W1W 5BU

Having carefully read 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:

..... Date:

SECTION 7 - 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:

.....