**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 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 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 ARB and potential bidders.

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

**Date of dispatch of Invitation to Tender: 12 July 2019**

**Tender return date: 5pm on 30 August 2019**

**Tenders shall be returned to:**

Simon Howard

Head of Professional Standards

Architects Registration Board

8 Weymouth Street

London

W1W 5BU

professoinalstandards@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 (preferably 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 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. 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: simonh@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 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, 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 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.) 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 ARB regards an amendment to the original Invitation to Tender documents as significant, an extension of the closing date may, at the discretion of 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.

1.

### 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

1.

### 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 30 August 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. Tenderers shall ensure that their tender arrives on time.
		3. No tender will be accepted if it is received after the specified date and time.

#### By submitting the Form of Tender, the tenderer confirm that it is able to willing to enter into a formal contract with 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;

### Presentation; and

* Commitment to Equality and Diversity.

2.6.2 Note that the quality of the legal service is important to 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 three firms to interview stage. The provision of that presentation will involve the preparation of a hypothetical report; details of which will be sent to those tenderers selected for the next stage no less than 14 days before the date of the presentation.

### The ARB expects to decide on the award of contract by no later than 8 November 2019.

### 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.

### 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, or 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 contractor is a SME[[1]](#footnote-1).
		2. ARB reserves the right to divide the contract between tenderers to manage PCC cases and unlawful use of the title cases if it finds it necessary and/ or appropriate.

## 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 30 August 2019 |
| Selection of Tenderers for interview  | 13 September 2019 |
| Presentation to ARB selection panel | w/c 28 October 2019 |
| Contract Award date | 8 November 2019 |
| Contract implementation and start dates  | 1 January 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;

### 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.

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 contract to the extent that such loss or damage is caused by the negligence or other wrongful act of the contractor or agents.
2. 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.
	1. **Employment Discrimination**
		1. The 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 age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership or 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. **Assignment and Sub-Contracting**

2.11.1 The contractor shall not assign or sub-contract any portion of the contract without the prior written consent of the 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- BACKGROUND

**3.1 The reason for this tender exercise**

ARB is keen to ensure that it is receiving a legal service the best possible 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, 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.

Our work is overseen by a Board of 11 members appointed by the Privy Council: five of whom are architects and six of whom are non-architects.

**3.3 What we do**

* + 1. **The Architects Act 1997**

Section 14 of the Architects Act 1997 (“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.

**3.3.2 The Architects Code: Standards of Conduct and Practice**

Section 13 of the Act requires the ARB to issue a [Code](http://www.arb.org.uk/wp-content/uploads/2016/05/Architects-Code-2017.pdf) laying down the standards of professional conduct and practice expected of persons registered as architects under the Act. Any failure to comply with the provisions of this Code is not of itself to be taken as constituting unacceptable professional conduct or serious professional incompetence, but it shall be taken into account in any disciplinary proceedings before the Board’s Professional Conduct Committee.

The fact that a course of conduct is not specifically referred to in the Code does not mean that it cannot form the basis of disciplinary proceedings. Each case is judged on its facts, and there may be circumstances in which unacceptable professional conduct or serious professional incompetence is found even where there has been no clear breach of the express terms of the Code.

Not every shortcoming, or failure to meet the Standards expected by the Code, will necessarily give rise to disciplinary proceedings.

**3.3.3 The Investigations Panel (IP)**

The procedure of the Investigations Panel is specified in the [Investigations and Professional Conduct Committee Rules](http://www.arb.org.uk/wp-content/uploads/2019/02/IP-and-PCC-Rules-2019.pdf).

Each Investigations Panel comprises of one architect and two lay persons. Its role is to decide whether an architect has a case to answer at the Professional Conduct Committee.

If the Panel needs more information, an independent inquirer can be appointed on the Panel’s behalf to investigate in more detail. The inquirer is selected from a panel of architects who have been appointed under Rule 5 of the Investigations Rules. Their investigation can include site visits and interviewing the parties involved in the complaint. A report is then prepared for the Panel.

The IP has a number of sanctions available to it. These are:

* To close the case and take no further action;
* To issue the architect with advice (a warning) about their future conduct; or
* To refer it to the Professional Conduct Committee for a full public hearing.

The IP has a target of 12 weeks in which to reach a decision.

**3.3.4 The Professional Conduct Committee (PCC)**

The procedure of the Professional Conduct Committee is specified in the [Investigations and Professional Conduct Committee Rules](http://www.arb.org.uk/wp-content/uploads/2019/02/IP-and-PCC-Rules-2019.pdf).

The Professional Conduct Committee (PCC) is a committee that is constituted in its own right under [Schedule 1, Part II of the Architects Act 1997](https://www.legislation.gov.uk/ukpga/1997/22/schedule/1/part/II).

The PCC’s membership is composed of:

* at least three architects, including at least one whose address in the Register is in Scotland;
* at least three persons who are legally qualified;
* at least three lay persons, who are not legally qualified and are not architects.

When sitting, it is usual for three members to form a panel of one architect, one lay member and one legally qualified member. If a guilty finding is reached the PCC can impose a number of [disciplinary sanctions](http://www.arb.org.uk/complaints/arbs-complaint-process/professional-conduct-committee/pcc-guidance/indicative-sanctions-guidance/), depending on the seriousness of the case. PCC hearings are held in public.

It can:

* issue a reprimand (a warning);
* impose a penalty order (a fine) of up to £2,500 (for each allegation);
* suspend an architect from the Register for up to two years;
* order that an architect’s name be erased from the Register.

The PCC can also make a disciplinary order following a criminal conviction for an offence which has material relevance to an architect’s fitness to practise.

Guidance on the PCC procedures can be found [here](http://www.arb.org.uk/complaints/arbs-complaint-process/professional-conduct-committee/pcc-guidance/indicative-sanctions-guidance/)

**3.3.5 Use of the title ‘architect’**

Section 20 of the Architects Act 1997 provides that it is a criminal offence for a person to practise or carry out business or practice under the name, style or title containing the word ‘architect’ unless they are registered with ARB.

ARB investigates cases where they may be the misuse of title by unregistered persons, and will pursue criminal prosecutions where the evidential and public interest tests are met.

In England & Wales prosecutions are brought privately by ARB, via its solicitors, through the Magistrates’ Courts. In Scotland cases are prepared and submitted to the Procurator Fiscal for it to pursue a prosecution.

**SECTION 4- TECHNICAL SPECIFICATION**

4.1 ARB requires provision of advice and execution of investigative work in relation to allegations of unacceptable professional conduct or serious professional incompetence following referral of cases by the IP to the PCC. Initially, cases will be handled internally by an ARB Investigations Officer until they are referred to the PCC, at which point they will be referred to a solicitor/barrister for the preparation of a report for the PCC.

4.2 A pro-forma letter of instruction will be sent to the solicitor/barrister that identifies the case name, provides a brief summary of the allegations, and details of the case and confirmation of the timeframe in which a draft report/skeleton argument will be provided.

4.3 The work required on each case will normally include:-

* Initial advice on evidence and merits;
* Case planning, including a timetable for delivery and estimate of costs;
* Collation of evidence;
* Taking of witness statements;
* Drafting allegations;
* Setting out of a report/skeleton argument in support of the allegations; and
* Advocacy at PCC hearings.

4.4 A named solicitor/barrister will be allocated to the case and prepare a case plan which will include an initial advice on the evidence and the merits of the case and sent to the ARB Investigations Officer managing the case within 21 days. The case plan will also outline the details of the anticipated investigation and a time and cost estimate, including any offer of a cost-cap. This plan, once approved, will agreed by the ARB Investigations Officer within seven days of receipt. The plan will be amended as necessary by agreement during the process.

4.5 Meetings will be held between the solicitor/barrister and Investigations Officer as required to review cases, identify any issues arising and confirm progress. Any action points to be dealt with will be identified and a plan agreed for resolving them. Monthly case updates with reviews of case progress and any changes to cost estimates will be provided on an agreed template.

4.6 Where appropriate witness statements will be taken, any experts instructed and a report prepared for Professional Conduct Committee setting out the allegations together with the supporting evidence.

4.7 The ARB Hearings Officer will obtain witness and PCC availability and liaise with the necessary parties including the solicitor/ barrister to secure a suitable hearing date.

4.8 Cases that are identified at any part of the process by the solicitor/barrister not to require a full investigation/hearing at any stage during the process are to be drawn to the attention of the Investigations Officer immediately. Consideration will be given as to whether a referral back to the Investigations Panel should be made. If agreed with the Investigations Officer, such referrals will be prepared by the solicitor/barrister setting out in detail the nature of the case and the concerns that have been identified, including relevant case law and precedents, in order to give the Panel a complete picture of the prospects of the case.

4.9 If, in the reasonable view of the ARB, the standard of work provided by the contractor is of an unsatisfactory quality and not provided within the stipulated timeframes, the ARB shall, at its discretion require the contractor to repeat the work in question to a satisfactory standard at no cost to the ARB.

4.10 Other services providers may be required to advise upon, but are not limited to are:-

* The provision of written advice to the Investigations Panel on legal issues arising in respect of specific cases;
* General policy advice;
* General statutory interpretation issues.

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

Misuse of Title work

4.12 The ARB requires the provision of advice and execution of work in relation to breaches of s20 Architects Act 1997. Initially, this will include the consideration of collected evidence and advice on the prospects of a successful prosecution. It may also include the sending of a final warning letter.

4.13 The preparation of certified evidence in accordance with Schedule 8 Criminal Procedure of Scotland Act 1995 will then be required, including the instruction of any enquiry agent, and the preparation of witness statements. A report will then be submitted to the Procurator Fiscal.

4.14 Finally engagement and correspondence with the Procurator Fiscal and the courts as necessary will be required, along with any post-trial administration and reporting.

**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 ARB currently has the following expectations of performance and timeframes, set out below.  The ARB will be expecting firms to meet and improve upon these time frames on a rolling basis and firms tendering should state, if they are able to, how they intend to assist the ARB in this work with the aim of achieving shorter timescales and reduce costs for all stages of the process post- Investigations Panel.  Firms tendering are invited to suggest how they would improve upon the existing process and what changes they would envisage putting forward to the ARB, in order to improve overall performance.

##

## Scale and capacity

5.3 There are on average three Scottish Professional Conduct Committee cases a year, totalling seven hearings days and three misuse of the title ‘architect’ cases a year. It is anticipated that these numbers will remain constant. The present intention is to appoint a Scottish firm of solicitors/barristers to undertake this work. There are already panel of three providers undertaking this work nationwide for ARB.

5.4 ARB is seeking to ensure that the cases referred for a hearing before the PCC are handled in the most effective and efficient way.

5.5 ARB’s current benchmark for its providers to prepare and submit a draft report/skeleton argument outlining the case against the architect is 11 weeks.

5.6 ARB has an aim of reducing the delays at every stage of the complaints process. We welcome ideas and solutions.

**SECTION 6- TENDER DOCUMENT**

You are asked to submit your response by completing and responding to the following section of this Invitation to Tender.

## 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 companyiii) limited liability partnershipiii) other partnershipiv) sole traderv) other (please specify) |  |
|  |
|  |
|  |
|  |
|  |

|  |
| --- |
| Contact details |
| Contact details for enquiries |
| Name |  |
| Address |  |
| Post Code |  |
| Country |  |
| 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 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 2002has 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 |  |
| 2.1 | Employer’s Liability |  |  £ |  |
| 2.2 | Public Liability |  |  £ |  |
| 2.3 | Other (Please provide details) |  |  £ |  |

|  |  |
| --- | --- |
|  | **SOCIAL RESPOSNIBILITY** |
| 3.1 | Please provide confirmation that you pay all of your employees the 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 dateContract completion dateContract 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) |

|  |
| --- |
| I declare that to the best of my knowledge the answers submitted are correct. I understand that the information will be used in the process to assess my organisation’s suitability to be invited to tender for the ARB’s requirement and I am signing on behalf of my company. I understand that the ARB may reject this application if there is a failure to answer all relevant questions fully or if I provide false/misleading information  |
| **FORM COMPLETED BY** |
| Name: |  |
| Date: |  |
| Signature:  |  |

# 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 £ (ex 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) |  |
| Paralegal |  |
| Other (please specify) |  |

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 the 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 case management systems you currently have in place to ensure timely and effective delivery of reports, as well as prompt communication.

* 1. For the professional conduct work the ARB would expect the delivery of initial advice on the merits of the case, together with a time and staged cost estimate and any cost-cap within 21 days of initial instruction and for a fixed cost. Please provide a fixed price quote for this assessment on every case, together with a proposed template for your initial advice, staged time and cost estimates, and monthly case updates.
	2. For the misuse of title work the ARB would expect the delivery of a letter of initial advice on the merits of the case and the prospects of a successful prosecution within 14 days and, if appropriate report submitted to the Procurator Fiscal within 12 weeks.

**Question 3**

3.1 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 construction case law;
3. What data security you have in place to ensure compliance with data protection legislation.

**Question 4**

4.1 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. As of 1 November 2018 the Living Wage is £10.55 per hour in London and £9.00 per hour in the rest of the UK. Further details can be found at [www.livingwage.co.uk](http://www.livingwage.co.uk) [↑](#footnote-ref-2)