

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: 2 February 2023

Tender return date: 5pm 16 March 2023

Tenders shall be returned by email to:

Kristen Hewett
Operations Manager

corporate@arb.org.uk

Checklist of documents to return:

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

SECTION 2 – INSTRUCTIONS TO TENDERERS

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 (preferably in writing) with ARB's Operations Manager.
- 2.1.3 If 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 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 on the basis of information given in this document. ARB accepts no responsibility for the interpretation of the requirements by the responding tenderer.
- 2.1.8 The contact for this procurement is Kristen Hewett, Operations Manager, Architects Registration Board, 8 Weymouth Street, London, W1W 5BU. Telephone: 020 7580 5861, e-mail: 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 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, 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 ARB is classed as a 'Public Authority' within the meaning of the Freedom of Information Act 2000 (FOIA). FOIA creates a general right of access to information held by public authorities (subject to certain exemptions.) Any information you supply to ARB may be made available on demand (in accordance with FOIA.)
- 2.3.2 We cannot guarantee that information will not be disclosed in response to FOIA requests. However, FOIA 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 FOIA, before a decision to disclose is made.

2.4 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 be given to all tenderers. Tenderers already having submitted a tender at this point may be invited to re-submit their tender at their discretion.
- 2.4.2 No alteration or addition shall be made by any tenderer to the Form of Tender, pricing schedules or any part of the Invitation to Tender.
- 2.4.3 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.

2.5 Submission of Tender

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

- a) Pricing Schedule
- b) Method Statement
- c) Form of Tender
- d) Tendering Certificate

- 2.5.2 Tender documents and other submitted items:

- Must arrive **by email** to corporate@arb.org.uk no later than **5pm on 16 March 2023**
- Marked for the attention of Kristen Hewett, Operations Manager

- Clearly marked 'Legal Services Tender'

2.5.3 No tender will be accepted if it is received after the specified date and time.

2.5.4 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.

2.6 Award Criteria

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

- Quality of legal service being provided (30%)
- Approach to client management (20%)
- Value for money (20%)
- Understanding of ARB's requirements (20%)
- Commitment to Environment, Social and Governance (10%)

2.6.2 The quality of the legal service is of paramount importance to ARB, particularly 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.

2.6.3 ARB is also seeking to contract with a firm that shares its values, and has a public commitment to advancing Equality, Diversity and Inclusion.

2.7 Award Process

2.7.1 The ARB will be inviting up to three firms to interview stage. Details of the interview will be provided to those three firms upon selection.

2.7.2 ARB expects to decide on the award of contract by no later than 5 May 2023.

2.7.3 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.

2.7.4 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.

- 2.7.5 No guarantee can be given as to any, or minimum number of instructions during the term of the agreement.
- 2.7.6 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.
- 2.7.7 The identities of the successful tenderers will be published in the Government's Contracts Finder within 90 days of the award of contract.

2.8 Procurement Timetable

- 2.8.1 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 clarification questions | 2 March 2023 |
| Deadline for intention to submit a tender | 9 March 2023 |
| Deadline for submissions | 5pm 16 March 2023 |
| Selection of Tenderers for interview | 24 March 2023 |
| Interview with ARB selection panel | w/b 24 April 2024 |
| Notification of outcomes | w/b 1 May 2024 |
| Standstill period | 10 calendar days following the notification of outcomes |
| Contract implementation and start dates | June 2023 |

2.9 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 into 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.

2.10 Employment Discrimination

2.10.1 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.

2.11 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 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 available to it 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 About ARB

ARB is an independent professional regulator, established by Parliament as a statutory body, through the [Architects Act 1997](#)

The law gives us a number of core functions:

- To ensure only those who are suitably competent are allowed to practise as architects. We do this by approving the architecture qualifications required to join the Register of architects.
- We maintain a publicly available Register of architects so anyone using the services of an architect can be confident that they are suitably qualified and are fit to practise.
- We set the standards of conduct and practice the profession must meet and take action when any architect falls below the required standards of conduct or competence.
- We protect the legally restricted title 'architect'.

We want a world in which the built environment inspires those who live and work in it, reflects the needs of society so that people are safe and can live well, and helps to tackle the fundamental challenges our planet faces.

The contribution that regulation can make to this overarching purpose may be small, but we recognise that architects and other professionals in the built environment can achieve their own goals, potential and outcomes only if we are delivering effective regulation.

3.3.1 The Board

The work of ARB is overseen by a Board of 11 members, all of whom are appointed by the Privy Council after consultation with the Secretary of State. The Board consists of an independent lay Chair, alongside five architects and five lay members.

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

Further information on ARB can be found at <https://arb.org.uk/about-arb/>

3.3.2 Equality, Diversity & Inclusion

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.

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.

ARB will require its suppliers, service providers and contractors to be aligned to this objective as outlined in ARB's Equality Scheme.

3.3.2 Environmental, Social and Governance

Where possible, ARB will endeavour to consider social value considerations and will endeavour to create a positive impact locally when undertaking its procurement activity.

ARB is a member of the Living Wage Foundation and we will not enter into business with any individual or company that does not pay the Real Living Wage.

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.

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.

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 which is carried out under a separate contract outside of the scope of this tender.
- 4.2 In particular, legal services will be required in the following areas:
- Board and Committee governance
 - Interpretation of legislation
 - Tendering and contracts
 - Employment law
 - International mutual recognition agreements
 - Responding to appeals against registration decisions and sanctions imposed by the Professional Conduct Committee
 - Responding to judicial reviews of ARB decisions
 - Prosecution of misuse of title cases at the Magistrates' Courts
 - Complex data protection and GDPR issues
 - Regulatory best practice
- 4.3 ARB has set out an ambitious five year [Corporate Strategy](#) which includes major reforms across the range of our statutory functions. We will require a legal service provider capable of providing enabling advice to allow us to deliver these objectives within the framework of existing legislation.
- 4.4 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.
- 4.5 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 work will consist of a range of legal services in relation to the areas detailed at paragraph 4.2 and include managing an anticipated annual caseload of 12 misuse of title cases, three of which will include prosecution at the Magistrates' Courts.
- 5.3 As the requirement for legal services is demand led, there is no minimum level of work guaranteed. Based on previous data, the contract may be worth up to £500,000 over the initial three-year period.

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 company | |
| | iii) limited liability partnership | |
| | iii) other partnership | |
| | iv) sole trader | |
| | v) 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 |
|---|---------------|
| (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 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) <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 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

| | | | |
|----------|---|--|--|
| 1 | FINANCIAL INFORMATION | | |
| 1.1 | Please provide one of the following set out below:- (please indicate which one by ticking the relevant box) | | |
| | <i>A copy of your audited accounts for the most recent two years</i> | | |
| | <i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i> | | |
| | <i>A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position</i> | | |
| | <i>Alternative means of demonstrating financial status if trading for less than a year</i> | | |

| | | | |
|----------|--|-------|--|
| 2 | 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) | £ | |

| | | |
|----------|---|--|
| 3 | SOCIAL RESPONSIBILITY | |
| 3.1 | Please provide confirmation that you pay all of your employees the Living Wage ¹ | |

¹ As of 22 September 2022 the Living Wage is £11.95 per hour in London and £10.90 per hour in the rest of the UK. Further details can be found at www.livingwage.org.uk

SECTION 6E – Professional Experience

| | | | | |
|---|--|------------|------------|------------|
| 4 | 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 |
| 4.1 | Customer Organisation (name): | | | |
| 4.2 | Customer contact name, phone number and email | | | |
| 4.3 | Contract start date Contract completion date Contract Value | | | |
| 4.4 | 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) | | | | |

6.1 PRICING SCHEDULE

6.1.1 Please provide a schedule of hourly rates charged by your organisation for each of the grades in the table:

| Grade | Hourly rate £ (incl. of VAT) |
|---------------------------------------|------------------------------|
| Barrister (Kings 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 (three years).

6.1.2 Please confirm what your minimum chargeable time period is (in minutes)

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

- a) A4 per side
- b) A3 per side
- c) Time charged for travel
- d) 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

- 1.1 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:
 - a) How that team would deliver the services required immediately on appointment; and
 - b) Who would be involved in providing services to 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 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.
- 1.2 Please describe how staff will be appropriately supervised for their level of expertise.
- 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.
- 1.4 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 to be the key legal risks for ARB over the next 36 months, when considering our corporate strategy, business plan priorities and current legal framework.

Question 3

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

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 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 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**