



Institute  
and Faculty  
of Actuaries

**OPEN Invitation to Tender (ITT)**

**Provision of Legal Services**  
for the Institute and Faculty of Actuaries

**Deadline for Tender Submissions:**  
**10:00 GMT, on 17<sup>th</sup> October 2022**

**September 2022**

**The Procurement Team on Behalf of the General Counsel Directorate**  
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## **1 Introduction and Context**

### **The IFoA**

The Institute & Faculty of Actuaries (IFoA) is the UK's only chartered professional body dedicated to qualifying, supporting, developing and regulating actuaries based in the UK and countries around the world. The IFoA is an international organisation which regulates and represents over 30,000 members worldwide. The IFoA employs approximately 160 individuals globally and is structured into the following directorates: Office of the Chief Executive, General Counsel, Engagement and Learning, Operations, Markets Development and Public Affairs and Research.

As a professional body, the IFoA is responsible for providing a high quality service to its members. Key features of our work include:

- Regulation of members in terms of ethical standards;
- Education of new entrants to our membership and continuous professional development of existing members;
- Co-operation with employers, business, government, regulators and other professions;
- Innovation through research and furthering of actuarial science; and
- Developing member experience by investing in new technology, processes and executive staff.

If you would like to find out more information about the IFoA it can be found at:  
[www.actuaries.org.uk](http://www.actuaries.org.uk).

### **Aim of this Invitation to Tender**

The aim of this tender process is to deliver appropriate, adequate and high quality external legal support to the IFoA which is good value for money. The IFoA will appoint a pool of legal service providers to support the IFoA with a variety of legal matters. The IFoA is committed to following good governance practice and will do so throughout this tender process.

## **2 High-Level Scope**

We welcome tenders that offer the following:

1: Provision of broad and general legal services. Tenders are especially welcome from legal service providers with expertise in all or any of the following key areas:

- a) Corporate/Commercial (including IT);
- b) Data Protections/Compliance;
- c) Employment (contentious and non contentious);
- d) Disciplinary (investigation, preparation for and presentation of disciplinary cases);
- e) Governance and corporate and charitable (Scottish);

- f) Regulatory advice;
- g) Property (general commercial property advice and disputes);
- h) International/multijurisdictional advisory support (or networks relied upon to do the same);
- i) Tax/Trust; and
- j) Other advice as and when requested.

2: A dedicated IFoA client team (appointed liaison individuals, cost reporting and review meetings).

3: Quality Advice and Collaborative Working – The IFoA require legal services providers who are experts in their field. The provider will need to be able to ‘partner’ with the IFoA in-house legal team and work collaboratively as required.

4. Value Added Service – The IFoA are interested in value added services that Tenders offer such as clear SLAs, training offerings, secondment opportunities (including rates) and anything specific that a Tenderer offers as part of their offering.

The IFoA will appoint a small number of providers to its external legal panel. The IFoA’s preference is that these providers can offer a full service in respect of the key areas outlined. We will consider providers who are specialised in only one or more of the key areas. Please indicate upon submission of your Tender if you intend to apply only for specific areas.

The remainder of this document sets out further context and more detailed initial requirements, the tender process and timing, conditions applying to the Invitation to Tender, and our evaluation and selection process.

### 3 Initial Requirements

The content in this Invitation to Tender sets out our requirements. This should be the basis on which you prepare your tender response.

We will consider a tender response to be compliant if the solution proposed fully addresses all the requirements defined in Appendix A.

## 4

### Tender Process

#### 4.1 Timetable

Stage	Key Dates
Invitation to Tender issued	22 <sup>nd</sup> September 2022
Deadline for clarification questions	30 <sup>th</sup> September 2022
<b>Deadline for bid submission</b>	<b>10:00 on 17<sup>th</sup> October 2022</b>

Initial Evaluation of Tenders	17 <sup>th</sup> October 2022 – 28 <sup>th</sup> October 2022
Tender Interviews	31 <sup>st</sup> October 2022 – 9 <sup>th</sup> November 2022
Final Evaluation of Tenders	9 <sup>th</sup> November 2022 – 18 <sup>th</sup> November 2022
Final (subject to contract) selection and notification	w/c 22 <sup>nd</sup> November 2022
<b>Contract Negotiations and Award</b>	28 <sup>th</sup> November 2022 – 19 <sup>th</sup> December 2022

We reserve the right, at our absolute discretion to amend the timetable or extend any time period in this Invitation to Tender.

Following conclusion of the tender process, the IFoA shall formally appoint the successful Tenderer(s) and enter into contract negotiations to finalise the agreement that will govern the provision of services by the preferred Tenderer(s).

## 4.2 Tender Preparation

Following issue of this Invitation to Tender, a three week response period has been planned for the preparation of tenders. The specific content of the tender submission is set out in section 4.4.

## 4.3 Tender Clarifications

- You may submit questions and requests for clarification or further information (commercial or technical).
- You should address such questions and requests for clarification via e-mail to: [procurement@actuaries.org.uk](mailto:procurement@actuaries.org.uk)
- All questions or requests for clarification or further information must be submitted by 11:00 on Friday 30<sup>th</sup> September 2022 at the latest. Requests received after this date and time will not be responded to.
- We will aim to respond within 2 working days.
- If we consider any request for clarification or further information to be material to other Tenderers, we will circulate the request for clarification with our response (but not the source of the clarification) to all Tenderers that have expressed an interest in this Invitation to Tender.
- Where you believe that a request for clarification is commercially sensitive, you should clearly indicate that the clarification is commercially sensitive. However, if at our sole discretion we do not consider that the clarification is (a) commercially confidential in nature or (b) that all Tenderers would potentially benefit from seeing our response, we will:

- (a) invite you to declassify the clarification and allow the clarification along with our response to be circulated to all Tenderers; or
- (b) request that you to withdraw it.

- We reserve the right not to respond to a request for clarification or to circulate such a request where we consider that the answer to that clarification would or would be likely to prejudice our commercial interests. In such circumstances, we will inform the relevant Tenderer.

#### **4.4 Tender Submission Format**

An electronic copy of your tender submission must be issued as an editable MS Excel and Word file to:

IFoA – [procurement@actuaries.org.uk](mailto:procurement@actuaries.org.uk)

You should be explicit and comprehensive in your Tender response as this will be the sole source of information on which your Tender response will be scored and ranked.

We recommend that a virus check be conducted before submitting any Tender response. We cannot accept responsibility for any loss or damage arising from submission of documents.

Your responses must comprise all of the following documents completed in full, and received no later than the deadline for receipt of Tender responses:

- Full response to the Evaluation Questionnaire as detailed in Appendix B
- Pricing Document as set out at Appendix C;
- Tenderer General Information, including any supporting documentation requested, Declaration by Tenderer and Anti-Collusion and Non-Canvassing Certificate - as set out in Appendix D; signed by the authorised signatory submitting the bid on behalf of the Tenderer.

#### **4.5 Tender Evaluation**

Following tender submission and initial internal reviews, we may invite you to attend an interview to enable us to probe any aspects of your tender that requires further clarification by us.

A detailed tender evaluation based on weighted criteria described in section 6 will be conducted by our Procurement team.

Interviews will be held on the week commencing 31<sup>st</sup> October 2022 and week commencing 7<sup>th</sup> November 2022.

#### **4.6 Notification and de-briefing**

Once a successful tender is selected, we will notify the successful Tenderer of the outcome. There will however be no formal appointment until agreement on the Contract has been reached.

We will offer feedback, on request, to unsuccessful Tenderers. We reserve the right to control the format and content of any such briefing, and to limit it in any way we believe to be appropriate.

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**Pricing Schedule**

Please complete the pricing structure set out in Appendix B. Scope has been given for inclusion of any additional cost categories not specifically itemised within this structure. This information will support us when selecting our successful Tenderers.

## 6

### Tender Evaluation and Notification

#### 6.1 Tender Evaluation Criteria

Tenders shall be evaluated by the IFoA to determine the most advantageous Tender balancing both quality and cost.

As a guide only, the IFoA intends to evaluate Tenders on the basis of the criteria set out below, but reserves the right to evaluate and award the Contract as it sees fit.

Category	Criteria	Max Score	Overall Weighting
<b>Price</b>	Cost Model and Pricing arrangements	40	<b>40%</b>
<b>Quality</b>	Level of expertise and practice areas offered	20	<b>60%</b>
	Performance and service delivery (incl reporting/SLAs)	20	
	Relationship Management	10	
	Collaborative Working	10	

Information and detail which form part of general company literature or promotional brochures will not form part of the evaluation process and so should not be included.

The evaluation criteria 1 to 4 will be scored on a scale of 0 to 5 by reference to the following scoring guide. The score will then be factored-up based on the weighting given to each criterion.

Score	Description – Basis
0	<b>REJECTED:</b> Proposal omits or fundamentally fails to meet the IFoA's requirements; or provides insufficient information to evaluate.
1	<b>VERY POOR:</b> Proposal has significant gaps, major deviations or compromise around the IFoA's requirements; or evidence provided is marginal.
2	<b>POOR:</b> Proposal has some omissions or deviations from the IFoA's requirements. Satisfies basic requirements but raises some concerns in respect of uncertainty, knowledge and innovation.
3	<b>SATISFACTORY:</b> Proposal is satisfactory in most respects, raising few concerns. Reasonable evidence provided that similar previous experience.
4	<b>GOOD:</b> Proposal provides good evidence that all the IFoA's scope and requirements can all be met. Good knowledge of our business, similar prior experience and some innovation incorporated into the proposal.



5	<b>EXCELLENT:</b> Proposal provides strong and complete fit to the IFoA's scope and requirements, demonstrates deep business knowledge and a creative approach. Clear evidence of closely matching prior experience and value-added recommendations.
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## 7

### Contract

A Contract may be awarded to the Tenderer(s) who most closely meet the requirements set out in this invitation to tender and who offer good value for money. For the avoidance of doubt, we will not be bound to accept the lowest priced Tender submitted.

We request that the Tenderer provide a copy of its standard terms and conditions.

## 8

### Appendices

<b>Appendix A:</b>	Evaluation Questionnaire Guidance
<b>Appendix B:</b>	Evaluation Questionnaire
<b>Appendix C:</b>	Pricing Schedule
<b>Appendix D:</b>	Tenderer General Information and Declarations
<b>Appendix E:</b>	Conditions applying to this Invitation to Tender

## Provision of Legal Services: SPECIFICATION

**INTRODUCTION and OVERVIEW**

The IFoA is a complex international professional regulatory organisation created by Royal Charter. We are a public facing multi entity organisation with international business, joint ventures, subsidiaries, charitable interests and regulatory oversight constraints.

We provide a variety of services to our members including educational qualification, assessment, CPD, regulation and professional discipline.

As an organisation we aim to focus on our membership by promoting associateship, diversifying learning and broadening membership connections. We strive to make the member experience seamless creating a member focused culture by consistently delivering member value in a rapidly evolving world. We have an ever growing global presence and lead a profession which continues to champion thought leadership and input into governmental policy.

In order to achieve these strategic goals the IFoA's requirement for legal services is diverse.

Whilst we do have a solid in-house team providing expertise across the regulatory, disciplinary, corporate legal and other fields throughout our business areas, we are looking to appoint a panel of external legal providers to assist us on an ad hoc or project-related basis across a number of practice areas. Advice may also need to be provided from time to time to the current subsidiaries of the IFoA (as identified below).

**BACKGROUND**

'As an organisation it is our purpose to support and promote the actuarial profession as well as educate, develop and be the voice of our members.

Our values (being Member-Focussed, Action Orientated, Forward and Outward-Looking and Team Driven) are an integral part of everything we do and underpin the strategic objectives of the organisation. An explanation of what our values mean to us can be found here: <https://actuaries.org.uk/about-us/>

We work in accordance with the strategy set out by Council. Strategy can be found here: <https://actuaries.org.uk/about-us/our-strategy/>

In terms of external providers, particularly in the provision of legal services, we are looking for our values to be upheld by our external legal advisors and for assistance, as and where appropriate, to enable us to meet our strategic objectives.

## CURRENT POSITION

Operationally, the IFoA delivers the strategic objectives and its services through the IFoA's Executive:

- circa 160 staff
- offices in Beijing, Edinburgh, Hong Kong, London, Oxford and Singapore
- spread across 6 broad groups or business areas –
  - a. Chief Executive's Office;
  - b. Engagement and Learning;
  - c. Operations;
  - d. General Counsel;
  - e. Markets Development, and
  - f. Public Affairs and Research

We currently have an in-house legal team who provide legal support to each group. In addition we have a panel of legal services providers who provide additional support and expertise.

The majority of our legal instructions come from our in-house legal team however instructions can come from other areas of the business such as HR.

## SCOPE OF SERVICE OR PRODUCT

We require external legal support in cases of urgency, lack of appropriate in-house capacity and/or where we require specialised legal knowledge. We require advice/assistance in the following areas:

- a) Corporate/Commercial (including IT);
- b) Data Protections/Compliance;
- c) Employment (contentious and non-contentious);
- d) Disciplinary (investigation, preparation for and presentation of disciplinary cases);
- e) Corporate Governance and Charitable (Scottish);
- f) Regulatory advice;
- g) Property (general commercial property advice and disputes);
- h) International/multijurisdictional advisory support (or networks relied upon to do the same);
- i) Tax/Trust; and
- j) Other advice as and when requested.

All instructions that are ongoing (or new by related to ongoing matters) at the time of signing the final Contract with the preferred Tenderer(s) shall remain with the current provider. Any new instructions shall be placed with the preferred Tenderer(s).

The IFoA's preference is that providers offer a full service in respect of the key areas outlined. We will consider providers who are specialised in only one or more of the key areas. We may appoint organisations who submit a full Tender for all areas for one or more key areas only.

Tenderers have discretion to bid as per preference. We will create a panel comprising of a small number of firms capable of providing advice and assistance across one, some or all of these practice areas.

Given the IFoA is an international organisation, it is of particular importance to us for firms to demonstrate how this international aspect would be supported.

The IFoA currently has the following subsidiaries which will also often also require external legal advice:

- Continuous Mortality Investigation Limited which produces mortality and morbidity statistics;
- Institute and Faculty Education Ltd which provides training and educational services for students taking its professional examinations; and
- ICA98 Limited which was established to provide the framework through which the IFoA operates its overseas representative offices.
- CAA Global Ltd is a joint venture between the IFoA and the Society of Actuaries to deliver the certified actuarial analyst qualification.
- IFoA Foundation is a charity set up to support educating actuaries.

## AIMS AND OBJECTIVES OF CONTRACT & BENEFITS

This process will provide assurance that we have adequate and appropriately high quality external legal support which provides us with value for money [and is in line with our commitment to good governance practice].

Over and above this, Tenderers have an opportunity to demonstrate ingenuity and flexibility around pricing and to offer value add services such as bespoke training, CPD opportunities, e-bulletin/legal updates, webinars, networking opportunities and possible secondment opportunities. We would also be interested to hear what other value add services Tenderers could offer.

### Value of the Contract

The IFoA is a dynamic organisation which adapts to the requirements of its members and the actuarial profession as a whole. As such, the strategic direction and daily work of the IFoA is also influenced, to a large extent, by the external economic, political and social climate which has a direct and immediate impact upon the environment within which the global profession operates. The context means that our legal advice focus continues to change on a regular basis. It is therefore very difficult to provide you with any meaningful pattern or settled track record of legal spend.

Although we are unable to make any guarantee as to our legal spend going forward, we do predict that our legal spend in the next 3 years will be in the region of £700,000. This amount will be spread across all of the key areas noted in this Invitation To Tender. Below is a rough estimate of how we expect the spend to be divided:

1. Corporate/Commercial (including IT),Data Protections/Compliance and Corporate Governance: (40%);
2. Disciplinary: (40%); and
3. Regulatory, Property, International/Multijurisdictional advisory support (or networks relied upon to do the same), Tax/Trust and ad hoc instruction (20%).

## SERVICE DELIVERY

The successful Tenderer will have a dedicated IFoA client team. As part of a completed tender, we would expect to see an illustration of this client team which outlines, in brief, the key experience and skill sets of each of the proposed client team members.

We will expect there to be a client care contact from each organisation appointed and they would be the key liaison with IFoA staff as required. Liaison with external advisors, such as insurers or auditors may also be required, in addition to liaison with members of the IFoA, in conjunction with legal staff at the IFoA.

We require a detailed fee list with the hourly rate for each level of experience.

The Tenderer should present a suitable mechanism for cost reporting which is detailed and transparent. We require quarterly cost reporting updates. We would expect a time and cost estimate when instructing a piece of work, which is subject to ongoing review and update.

We also expect a detailed breakdown of any fees or costs incurred on our behalf in respect of any individual instruction, particularly when an invoice is issued.

We anticipate regular review meetings to measure delivery against defined performance indicators and discuss how the relationship is working to the mutual benefit of both parties.

We expect to see detail as to how the above will be achieved in the submitted tender.

## QUALITY

The quality of external legal services is of utmost important to us.

We are looking for our external legal providers to “partner” our in-house team and work collaboratively as required. We would expect our future external legal advisors to be responsive to our requirements and, as already set out, enhance their offering by providing appropriate value add services.

#### CONTRACT PERIOD AND PAYMENT TERMS

The contract shall be for a period of 3 years with an opportunity to extend for a further 2 years provided the requirements of the IFoA are being met.

We will pay any invoices issued within 30 days of receipt by BACS transfer.

#### CONTRACT MONITORING

- We require at least quarterly, if not more frequently (depending on the nature and extent of the instruction) reporting on all “live” cases or instructions.
- There would be an annual review of the services which will take place between the key client team and representatives of the IFoA.
- Regular review of accuracy and adherence to cost estimates and cost updates.
- Regular review of the accuracy and comprehensiveness of invoice narratives.
- Extent and relevance of any value add services offered.

#### KEY RISKS

The main risk is that conflicts of interest arise. We would pre-empt this risk by having more than one organisation on the panel with expertise in each of the practice areas we have identified.

#### TUPE

Not applicable.

#### END OF CONTRACT

At the end of the contract, we would expect any incumbent organisation to co-operate with any future appointed organisation in the transfer of files and/or other IFoA information and documentation as the IFoA reasonably requires.

## Appendix B - EVALUATION QUESTIONNAIRE

Please provide a detailed response to all of the following questions:

Schedule	Weighting 60%
<b>1. Practice Areas</b> (Your organisation and the expertise in the Practice Areas you're tendering for)	
<p>a. Why do you want to work for the IFoA</p> <p>b. In respect of each practice area your organisation is tendering for please explain why your organisation is best placed to advise us and what sets your organisation apart. Please give examples in your answer of any relevant experience and, if applicable, work carried out for any professional regulatory/membership bodies.</p> <p>c. Please provide an organogram/structural outline of the client team you would propose to assign to the practice areas you are tendering for. This should include details of who you would propose as the Client Partner and his/her deputy.</p> <p>d. Please provide biographies/short CVs for the individuals you propose to assign to the IFoA client team.</p> <p>e. Please explain how you would ensure that all work your organisation is asked to do is being carried out at the correct level of expertise. Please make reference in your answer to the review/control mechanisms that your organisation puts in place to ensure quality is maintained at all levels.</p> <p>f. Please outline the steps your organisation takes to maintain and improve the quality of its client</p>	<p>25% Out of 60%</p>



<p>team, specifically the client team proposed for the IFoA work.</p> <p><b>g.</b> The IFoA has a target to achieve net zero by 2020. Please explain what sustainability/environmental targets your organisation has set and the steps your organisation is taking to meet those targets.</p> <p><b>h.</b> Please outline your organisation's values and what you do to promote them.</p> <p><b>i.</b> The IFoA is a dynamic organisation which adapts to the requirements of its members and the actuarial profession as a whole. As such, the strategic direction and daily work (including the requirement for external legal advice) of the IFoA is also influenced, to a large extent, by the external economic, political and social climate which has a direct and immediate impact upon the environment within which the profession operates. Please outline, with reference to the practice areas your organisation is tendering for, how your organisation would assist the IFoA to respond to economic, social and/or political changes.</p> <p><b>j.</b> Please outline how your organisation can support the IFoA in reaching its main strategic goals (e.g. Diversity and Inclusion).</p>	
<b>2. Value Added Services</b>	
<p><b>a.</b> Please explain:</p> <p><b>i.</b> Which added value services your organisation considers as most useful and important to the IFoA. In your answer please outline how you would provide the services you identify.</p>	<p>10% Out of 60%</p>

<p>ii. What sets your organisation apart in terms of its added value offering for the IFoA.</p>	
<p><b>3. Performance, Service Delivery and Relationship Management</b></p>	
<p>a. As set out in the Specification, the majority of instructions are likely to come via the IFoA's in-house legal team but there may also be direct instruction from non-legal staff within any of our business groups. Please set out how your organisation would adapt it's style of accepting instructions when dealing with different members of the Executive at IFoA.</p> <p>b. Please outline the steps your organisation would take to manage it's relationship with the IFoA. Please also explain how your organisation will work collaboratively particularly with our in-house team.</p> <p>c. Please state any key performance indicators that your organisation would be prepared to put in place and commit to in order to ensure appropriate service delivery. Please also outline the measures your organisation would implement to monitor and report to the IFoA on your organisation's performance so as to ensure continuous service improvement in relation to delivery of the services by your organisation?</p> <p>d. If your organisation propose that there should be service review meetings, how regular would you propose such meetings take place? Who would be involved? What would such meetings address?</p> <p>e. How would you propose to escalate and resolve any problem or challenge by the IFoA in relation to the in delivery of the service and/or any challenge over cost?</p>	<p>20% Out of 60%</p>

<p>f. Please outline how your organisation ensures confidentiality is upheld and compliance with the Data Protection Legislation is maintained.</p> <p>g. Please outline your organisation's business continuity/disaster recovery plans.</p> <p>h. For non-incumbent organisations, please provide details of:</p> <ul style="list-style-type: none"> <li>○ any pre-implementation work you consider that you would require or would be useful to undertake before commencing work for the IFoA.</li> <li>○ any charge(s) for transition/handover of the services.</li> </ul>	
<p><b>4. Support of International Operation</b> With reference to the IFoA's <b>Annual Report and Strategy</b>, please address the following:</p>	
<p>a. How would your organisation ensure that it understands the challenges the IFoA faces in the international market place?</p> <p>b. Please outline what business challenges you think the IFoA may face as a multi-disciplinary body operating internationally. Please explain how your organisation could assist us to overcome these challenges.</p> <p>c. Aside from providing advice (whether via your own organisation or through an international network), please explain the steps you would take to understand and assist us with the challenges we may face in the international market and international integration.</p>	<p>5% Out of 60%</p>
<p><b>5. Cost model and General pricing arrangements</b></p>	

- a. Using the table below, please provide a detailed breakdown of your organisation's hourly rates (at all levels) you would propose to apply to the provision of the services. If there are differences across practice areas, please acknowledge this in your response.

If you do not operate on an hourly rates basis, please provide detailed information on your pricing structure and amend your responses to this section accordingly.

All costs must include VAT.

Rank	Proposed hourly rate
Senior Partner	
Junior Partner	
Senior Associate	
Associate	
Senior Solicitor	
Solicitor	
Paralegal	
Clerical	
Other – Please specify	

40% Out of 40%

- b. Based on the above hourly rates or alternative pricing structure, please outline the pricing models you would propose to implement if engaged by the IFoA. In your answer, please outline the models you would propose for project work and ad hoc advisory work. It would be useful if you were to provide working examples of where you have applied the proposed pricing models in the past for other clients.
- c. Please confirm whether you would propose to change your hourly rates or pricing structure over the life of the contract. If you would propose to change your hourly rates or pricing structure,

<p>when and how frequently you would propose to review your organisation's hourly rates.</p> <p>d. Please outline how frequently you would propose to render invoices to us and advise on the payment terms you would propose.</p> <p>e. How (including frequency) would you propose to report to the IFoA on cost on live cases and instructions? Please describe, with examples of how this information would be presented, the level of detail you would provide when reporting on cost in the context of (i) project work and (ii) ad hoc advisory work.</p> <p>f. Would your organisation provide initial cost estimates for each instruction? If yes, please explain what steps your organisation would take to ensure compliance, as far as possible, with the cost estimate and if it becomes apparent that the estimate is likely to be exceeded, please outline how you would deal with this.</p>	
<b>Other</b>	
<ul style="list-style-type: none"> <li>• Please provide a copy of your usual terms and conditions and letter of engagement.</li> <li>• Please also provide a copy of the following policies in place at your organisation: <ul style="list-style-type: none"> <li>• Corporate Social Responsibility policy</li> <li>• Anti-bribery policy</li> <li>• Modern Slavery policy</li> <li>• Data Protection policy</li> <li>• Confidentiality policy</li> <li>• Business Continuity/Disaster Recovery policy</li> <li>• Information Security</li> <li>• Diversity and Inclusion Policy</li> </ul> </li> </ul>	<p>Not Scored</p>

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Appendix C: Tender Information and Declarations

Tenderer General Information

Please complete the following:

Full name of organisation Tendering:	
Registered office address:	
Type of Company: (E.g. Ltd, Plc, sole trader, Charity, Community Benefit Society, etc.)	
VAT registration number:	
Company registration number and/or charity number:	
Date of incorporation:	

CONTACT DETAILS	
Name of person completing the Invitation to Tender:	
Address:	
Telephone number:	
E-mail address	

Sub-Contracting	a) Your organisation is bidding to provide the services required itself	<input type="checkbox"/>
	b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	<input type="checkbox"/>
If your answer is (b) you shall be fully responsible for all sub-contractors and must ensure all relevant terms and conditions are applied within any relevant		

sub-contract. For the avoidance of doubt, this includes the obligation of confidentiality.		
Please indicate in a separate document what requirements you will deliver and what will be delivered by a third party.		

**Appendix C (continued)**

QUESTIONS FOR COMPLETION BY NON-UK BUSINESSES ONLY		
Subject	Please confirm/provide:	Response
<b>Professional Body Registration</b>	Is your business registered with the appropriate trade or professional register(s) in the jurisdiction where it is established?	
<b>Regulatory Compliance</b>	Is it a legal requirement in the jurisdiction where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this tender? If yes, please provide details of what is required and confirm that you have complied with this.	

QUESTIONS FOR COMPLETION BY ALL		
Subject	Please confirm/provide:	Response
<b>Financial</b>	What has been your turnover and net profit for the last three financial years?	
<b>Financial</b>	Are there any other financial matters you would like to raise in relation to the Tender?	
<b>Financial</b>	<p>Please confirm you have the following insurances in place, or be in a position to put them in place, at the required level.</p> <p><b>Insurance Type ..... Required Level</b></p> <p>Public Liability..... £10 million</p> <p>Employer's Liability .....£10 million</p> <p>Professional Indemnity .....£5 million</p> <p>Cyber Liability .....£3 million</p>	

<b>Parent Company guarantee</b>	Please confirm that (where a parent company exists) a parent company guarantee would be given from the ultimate parent company/holding company if required by the Company to cover your financial and operational performance obligations contained in any resulting contract.	
<b>COVID impact</b>	What has been the financial impact of the COVID pandemic on your business?	
<b>IR35</b>	If you are using sub-contractors can you confirm they are compliant with current IR35 rules.	
<b>Bribery and Modern Slavery Acts</b>	Please provide a detailed explanation together with supporting policies and procedures in place to address the requirements of the Bribery Act 2010 and Modern Slavery Act 2015 within your organisation and how you ensure that your supply chains are free from bribery, slavery and human trafficking.	
<b>Sanctions</b>	Please confirm that you are not in breach of any international sanctions and provide details of how you ensure your organisation does not risk breaching such sanctions.	



## Declaration by Tenderer

### Tender – Legal Services Tender

1. I, **[insert name]**, certify that I am the person duly authorised to sign tenders for and on behalf of **[insert company name]**, the Tenderer, and having read the Invitation to Tender documentation offer to enter into the contract relating to the requirements:
  - as set out in the Invitation to Tender, the specification and accompanying documents
  - under the terms and conditions of tendering outlined in the Invitation to Tender
  - at the price (or prices) specified in this Tender.
2. I confirm that in submitting the Tender that, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the Invitation to Tender).
3. I certify that this is a bona fide Tender and that I have not fixed or adjusted the amount of the Tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do any of the following acts:
  - Communicate to a person other than the IFoA, the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender
  - Enter into an agreement or arrangement with any other person that he/she will refrain from tendering or to the amount of any Tender to be submitted
  - Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any tender or proposed tender, for the said work, any act or thing of the sort described above.
4. I further certify that the principles described in paragraphs 3 and 6 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the Tender and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.
5. I understand that the IFoA is not bound to accept the lowest or any Tender.
6. I have complied with the obligations regarding confidentiality of tenders and will continue to do so as long as they apply.

7. I can confirm that I accept that any breach of any of the conditions of the tender could lead to any Tender being rejected or to rescission of the Contract by the IFoA.

If a successful Tenderer, I undertake to negotiate in good faith and execute a mutually –agreed  
Contract for delivery of the services.

### **Non-Canvassing and Anti-Collusion Certificate**

#### **Non-Canvassing:**

\* Delete as appropriate

I/we\* hereby certify that I/we\* have not canvassed or solicited, nor will in the future, canvas or solicit any Member, Officer or Employee of the IFoA in connection with the award of this Tender/Contract and that the persons employed by me/us\* acting on my/our\* behalf have not nor will not do any such act.

*In this certificate, the word “person” includes any persons and anybody or association, corporate or unincorporated and “agreement” or “arrangement” include any such transaction, whether formal or informal, legally binding or not.*

#### **Anti-Collusion:**

1. I/We certify that this Tender is made in good faith, and that we have not fixed or adjusted the amount of Tender by, under or in accordance with any agreement or arrangement with any other individual or organisation. We also certify that we have not and we undertake that we will not, before the award of any Contract:
  - (a). communicate to any person other than the IFoA or a person duly authorised by them on their behalf the amount or appropriate amount of the Tender or proposed Tender, except where disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
  - (b). enter into any agreement or arrangement with any individual or organisation that they shall refrain from participating in tendering for the Contract for this opportunity, that they shall withdraw any Tender once offered to vary the amount of any Tender to be submitted to the IFoA;
  - (c). pay, give or offer to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any individual or organisation for doing or having done or causing or having cause to be done in relation to any other Tender or proposed submission for the Contract for this opportunity, any act of thing of the sort described above.
2. We further certify that the principles described above have been, or will be, brought to the attention of all suppliers and associated companies providing services or materials connected with the Tender (if so applicable) and any contract entered into with such suppliers or associated companies shall be made on the basis of compliance with the above principles by all parties.
3. In this certificate, the word “individuals” includes any individuals or anybody or association, corporate or unincorporated; “any” means any agreement or arrangement; “arrangement” includes

any transaction, formal or informal and whether legally binding or not; and “the Contract” means the Contract which may or may not be awarded to the successful Tenderer as the outcome of this tender process.

**Signature of authorised officer of the Tenderer:**

Signature:	
Job Title *:	
Printed Name:	
Date:	
Email address:	

*\* Duly authorised to sign tenders and acknowledge the contents of Declaration by Tenderer for and on behalf of:*

Company Name:	
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## 11 Appendix D: Conditions applying to the Tender Process

### 11.1 Response to this Invitation to Tender

- You should review all instructions, questions, forms, terms and specification in the Invitation to Tender and check they are complete in all respects.
- You should notify us promptly of any perceived ambiguity, inconsistency, or omission in this Invitation to Tender, any of its associated documents and/or any other documentation issued during the tender exercise.
- Tenders should contain sufficient information to enable us to evaluate accurately any proposed solution. You are requested to answer all the questions raised and provide all information in the order requested.
- We may require additional information supplementing or clarifying your Tender in order for us to evaluate it. If so, you will be asked to respond within a certain timeframe. Failure to do so may result in us not considering your Tender.

### 11.2 Alterations to this Invitation to Tender by Tenderer

- The format and/or wording of the Invitation to Tender must not be changed by the Tenderers.
- You may modify your Tenders prior to the deadline for receipt of the Tender responses.
- No Tender may be modified after the deadline for receipt.
- You may withdraw your Tender at any time prior to the deadline for receipt or any other time prior to accepting the offer of Contract by submitting a notice by email to [procurement@actuaries.org.uk](mailto:procurement@actuaries.org.uk)

### 11.3 Receipt of Tender

- You must submit your Tender by email to [procurement@actuaries.org.uk](mailto:procurement@actuaries.org.uk)
- before the time and date set out in the proposed timetable set in section 4.1. Tenders received before that deadline will remain unopened until the deadline or such time thereafter when all Tenders will be opened.
- We will not consider Tenders received after the deadline.

### 11.4 Acceptance of Tenders

- By issuing this Invitation to Tender, communicating with you or your representative, employees or agents or any other communication in respect of this procurement exercise, we shall not be bound to accept any Tender.

### 11.5 Right to vary or cancel this Invitation to Tender

- We reserve the right (at any time) to:
  - cancel, abandon and/or withdraw from the opportunity and therefore, not proceed with the award of the Contract; and/or
  - amend the terms and conditions of the Invitation to Tender process.

- We reserve the right to issue supplementary documentation at any time during the tender process. All such further documentation issued by us shall supersede any part of the Invitation to Tender to the extent indicated.

#### **11.6 Right to reject and/or disqualify**

- We reserve the right not to accept your Tender where:
  - the Tender is submitted late, is completed incorrectly, is incomplete or fails to meet our submission requirements; and/or
  - there is a change in identity, control, financial standing or other factor affecting the IFoA or Tenderer; and/or
  - we become aware that you have fixed or adjusted your prices or rates in agreement with any other person, communicated to any person the amount or approximate amount of your price (except where disclosure is made in confidence to obtain quotations for the preparation of your Tender) or that the information provided by you in your Tender is intentionally or unintentionally false, misleading or incorrect; and/or
  - You fail to adhere to the conditions of this Invitation to Tender.

#### **11.7 Costs and Expenses**

You are solely responsible for your costs and expenses incurred in connection with the tender process, preparation and submission of your Tender and conduct of any subsequent clarification or any other aspect of this tender process.

#### **11.8 Conflicts of Interest**

We wish to avoid or reconcile any conflicts of interest which may compromise our obligations to conduct an open and transparent competitive process. You must, therefore, ensure that participation in the tender process does not in any way compromise our objectives in this regard.

If in doubt, we will ask that you declare potential conflicts of interest when you receive the Invitation to Tender and inform us of the measures you intend to put in place to avoid or reconcile a conflict occurring.

We will seek to agree any measures that are necessary to avoid or reconcile any conflict of interest or potential conflict of interest. In the event that an agreement cannot be reached, you may have to withdraw from the tender process.

#### **11.9 Confidentiality & Publicity**

You agree to keep confidential this Invitation to Tender and all information provided therein. The information provided may be made available to your employees and professional advisers who are directly involved in tendering to us (who must also be made aware of the obligation of confidentiality) but shall not be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent from us, nor may it be used for any other purpose other than that for which it is intended.

The content of Tenders, or any other information provided by you in the course of tendering for this opportunity, or in the course of any subsequent Contract award shall be kept confidential by the IFoA but may be disclosed by the IFoA to its employees, volunteers, working groups, committees, professional advisers as considered appropriate by the IFoA in determining the outcome of this tender process and associated Contract discussions.

There must be no publicity by any Tenderer regarding this Invitation to Tender or related process or the future award of Contract associated with this Invitation to Tender unless the IFoA has given express written consent to the relevant publicity.

#### **11.10 Intellectual Property**

All intellectual property rights (including copyright) in this Invitation to Tender and all materials provided by us or our professional advisers in connection with this Invitation to Tender are and shall remain our property. This Invitation to Tender and any documentation supplemental to it may not be reproduced, copied or stored in any medium without our prior written consent.

All intellectual property rights (including copyright) in your Tender response and all materials provided by you in connection with your Tender are and shall remain your property. Our use of your Tender response and any supplemental documentation shall be limited to evaluation and consideration of your Tender and if you are successful, preparation of the Contract. For the avoidance of doubt, you accept and agree that the IFoA may share your Tender response and any supplemental documentation provided by you with our professional advisors and/or other relevant third parties.

#### **11.11 Canvassing and Collusion**

Except as provided in the Invitation to Tender, you shall not approach employees of the IFoA with a view to providing information or clarification in respect of any part of your Tender or proposals or attempting to support or enhance your prospects of being appointed as the successful Tenderer.

#### **11.12 Bribery and Modern Slavery**

The Bribery Act 2010 prohibits the offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe. Modern Slavery Act 2015 is aimed at combating crimes of slavery and human trafficking.

We operate on a zero tolerance basis towards any fraud, bribery and/or modern slavery. You must be compliant with both pieces of legislation and be able to demonstrate such compliance.

We will require confirmation of compliance and impose obligations in the Contract on the successful Tenderer in relation to the Bribery Act 2010 and Modern Slavery Act 2015.

#### **11.13 TUPE**

Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). Our view is that TUPE is not likely to be applicable for this tender exercise, although we are not liable for this opinion. We will satisfy ourselves that Tenders are based on and take full account of any potential TUPE obligations.

If you have a contrary view to ours on the applicability of TUPE, you should advise us of this, giving reasons, prior to the deadline of receipt of Tenders.

#### **11.14 Liability of IFoA and its advisers and effect of this Invitation to Tender**

This Invitation to Tender has been prepared by the IFoA in good faith.

We do not accept any liability or responsibility for the adequacy, accuracy or completeness of, or make any representation or warranty (express or implied) with respect to this Invitation to Tender or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors and any liability therefore is hereby expressly disclaimed.

The subject matter of this Invitation to Tender shall only have contractual effect when it is contained in the express terms of an executed Contract. This Invitation to Tender is not an offer capable of acceptance but represents an outline of specific requirements and an invitation to submit a response addressing such requirements.

You are further advised that nothing in this Invitation to Tender or in any other communication made between us and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between us and any other party (save for a formal award of Contract made in writing) nor shall they be taken as constituting a contract, agreement or representation that a contract shall be offered in accordance herewith or not at all.

Nothing in this Invitation to Tender is, or should be, relied upon as a promise or representation as to the future.

We do not undertake to provide you with access to any additional information or to update the information in this Invitation to Tender or to correct any inaccuracies that may become apparent. We reserve the right, without prior notice, to change the procedures outlined in this Invitation to Tender or to terminate discussions and the delivery of information at any time before entering into a Contract.

#### **11.15 Disclaimer of liability**

In no circumstances whatsoever shall we become liable for any costs in responding to this Invitation to Tender, nor shall we be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by you as a result of you not being awarded the Contract or otherwise pursuant to this tender process.

We shall similarly not be liable in the event that the tender process is cancelled, whatever the reason.

#### **11.16 Jurisdiction and Governing Law**

The laws of England and Wales shall be applicable to this Invitation to Tender and tender process. The Courts of England and Wales shall have exclusive jurisdiction in relation to any disputes arising from this Invitation to Tender and potential award of Contract.

#### **11.17 Data Protection**

The IFoA is a Data Controller. Any personal data shared with the IFoA by or behalf of a Tenderer shall be handled and processed in accordance with our privacy policy (<https://www.actuaries.org.uk/privacy-policy>) and applicable data protection legislation.