



Institute  
and Faculty  
of Actuaries

**OPEN Invitation to Tender (ITT)**

**Provision of Web Development Services  
for the Institute and Faculty of Actuaries**

**Deadline for bid Submissions:**

**15/07/2024**

**June 2024**

**The Procurement Team on Behalf of the Marketing and Propositions Team**

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## **CONTENTS**

<b>1</b>	<b>INTRODUCTION AND CONTEXT</b>	<b>3</b>
<b>2</b>	<b>HIGH-LEVEL SCOPE</b>	<b>5</b>
<b>3</b>	<b>INITIAL REQUIREMENTS</b>	<b>5</b>
<b>4</b>	<b>TENDER PROCESS</b>	<b>5</b>
<b>5</b>	<b>PRICING SCHEDULE</b>	<b>8</b>
<b>6</b>	<b>TENDER EVALUATION AND NOTIFICATION</b>	<b>8</b>
<b>7</b>	<b>CONTRACT</b>	<b>9</b>
<b>8</b>	<b>APPENDICES</b>	<b>9</b>
	<b>APPENDIX A: GUIDANCE ON THE EVALUATION QUESTIONNAIRE</b>	<b>10</b>
	<b>APPENDIX B - EVALUATION QUESTIONNAIRE</b>	<b>15</b>
	<b>APPENDIX C: PRICING SCHEDULE</b>	<b>17</b>
	<b>APPENDIX D: TENDER INFORMATION AND DECLARATIONS</b>	<b>17</b>
	<b>APPENDIX E: CONDITIONS APPLYING TO THE TENDER PROCESS</b>	<b>24</b>

## 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 33,000 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 Policy, Events & Marketing. As a professional body, the IFoA is responsible for providing a high-quality service to its members.

Key features of our work include:

- Delivery of a Member Value Proposition that includes: regular publications and journals; physical and virtual events and conferences; digital community space and virtual learning environment; thought leadership and lobbying; volunteering and specialist engagement opportunities
- Education of new entrants to our membership and continuous professional development of existing members;
- Regulation of members in terms of ethical standards and competency;
- 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

More information about the IFoA can be found at: [www.actuaries.org.uk](http://www.actuaries.org.uk)

### Aim of this Invitation to Tender

Having moved most of the core-usage sections of our main site from Drupal to Umbraco, we now need to improve and develop site purpose, usability, functionality and define and refine our overall digital road-map for the next five years. We are therefore looking for a web development partner who can help us on this part of the journey. Whilst we expect a degree of initial discovery and scoping, there are three key, early deliverables or areas of focus. These are as follows:

#### **Key Deliverable 1: Execute initial Umbraco upgrade, ensure ongoing support and the implementation of future upgrades**

Our site is currently built in Umbraco v.8, which is nearing the end of its support period. It is crucial, as an initial priority, to be able to recommend and implement an upgrade to a more current, sustainable version of Umbraco and help us plan for more seamless, regular upgrades in future.

We then need to:

- Develop an improved, streamlined CMS function for web editors
- Supply a suite of improved standardised page templates and web-frames, as required by our in-house team,

- Develop wireframes and interactive prototypes to visualise the proposed improvements and iterate on design concepts before implementation.
- 

### **Key Deliverable 2: Review and improve taxonomy, navigation and search functionality of main website**

The initial priority was a basic “lift and shift” migration from Drupal to Umbraco. As such both taxonomy and information architecture largely reflect the “old site”, and are based on an internal, operational view, rather than a user or member centric view. There are also some legacy pages and content on the old “www.” Drupal site that we are not yet able to fully un-publish. We need to revise the website's navigation structure and information architecture to make it more intuitive and easier for members to find the content they need and for web editors to publish and manage content.

We need a partner to help us:

- Conduct a comprehensive evaluation of the current website's user experience and interface design to identify strengths, weaknesses, and areas for improvement
- Perform user research to gain insights into members' needs, preferences, and pain points and conduct usability testing sessions with real members to gather feedback and validate the effectiveness of the proposed UX/UI improvements
- Work with IFoA Brand and Design Guidelines to enhance the visual appeal and ensure consistency of typography, imagery, colour schemes, and overall design aesthetics
- Ensure the website is optimised for various devices and screen sizes, providing a consistent and seamless experience across desktop, tablet, and mobile platforms
- Continue to implement accessibility standards to ensure the website is usable by all members

### **Key Deliverable 3: Development of a user-centric, user tested, accessibility compliant, and easily navigable digital ecosystem that delivers a seamless and intuitive user experience (UX/UI)**

We have five main separate platforms delivering content and services to our members, stakeholders and the public. These are the main member and public Umbraco website [actuaries.org.uk](https://actuaries.org.uk) (and separate Umbraco Blog site); Member Portal (Self-service and renewal); Virtual Learning Environment; IFoA Digital Communities; and The Actuary Magazine (<https://www.theactuary.com/> Drupal site managed by 3<sup>rd</sup> party publisher). The current user journey from site-to-site and back to the main site is disjointed and in some cases, broken. We need to create a fluid digital journey with fully discoverable content and an easily navigable site interface that represents the work of the IFoA across our different platforms, to a global, international audience.

### **Other potential work**

- Support with specific content rebuilds as needed by the in-house digital team
- Developing consistent metrics and dashboards for reporting
- Integrating CMS with CRM and personalising user journeys

- Digital UX, member journey mapping and persona development: Create detailed user personas representing different segments of the member base and align with IFoA Need. States approach where relevant

More in depth detail of requirements can be found in the specification in Appendix A.

## 2 High-Level Scope

We welcome tenders that offer the following:

- Umbraco development of pages and functionality to support the three key deliverables
- Development and inclusion of the necessary functionality to ensure effective search
- User journey led development
- Integration with GA4 and PowerBI to enable us to track metrics
- Future integration with MS Dynamics CRM
- All functionality needs to be designed and built to be handed over to our team. The ongoing hosting, maintenance and update of the site will be an in-house function

## 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 the Specification at Appendix A.

## 4 Tender Process

### 4.1 Timetable

Stage	Key Dates
Invitation to Tender issued	w/c 10/06/24
Deadline for clarification questions	08/07/24
<b>Deadline for bid submission</b>	<b>15/07/24</b>
Initial Evaluation of Tenders	18/07/24
Tender Interviews	Early August 2024
Final Evaluation of Tenders	August 2024

Final (subject to contract) selection and notification	August 2024
<b>Contract Negotiations and Award</b>	September/October 2024
<b>Onboarding</b>	October 2024
<b>Work to commence</b>	October 2024

We reserve the right, at our absolute discretion to amend the above timetable at any stage throughout the tender process.

It is the IFoA's aim, following the conclusion of the tender process, to confirm the successful Tenderer(s) as Preferred Tenderer(s), with whom the IFoA will thereafter enter into contract negotiations, to finalise the agreement that will govern the provision of services. However, the IFoA reserves the right to confirm no party as Preferred Tenderer, and to award no contract.

## 4.2 Tender Preparation

Following issue of this Invitation to Tender, a five- week response period has been planned for the preparation of tenders. The specific content and format 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). The title of this ITT should be included in the email title.
- All questions or requests for clarification or further information must be submitted by **12:00 noon on 08/07/2024** at the latest. Requests received after this date and time will not be responded to.
- We will aim to acknowledge receipt of your clarification questions within three 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 (a) we do not consider that the clarification is commercially confidential in nature or (b) we consider 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 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 or Word or Power Point 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**

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

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.

Interviews will be held in August 2024

#### **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.

## 5 Pricing Schedule

Please complete the pricing structure set out in Appendix C. 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	20	<b>20%</b>
<b>Quality</b>	Level of expertise offered	35	<b>80%</b>
	Performance and service delivery (incl. reporting/SLAs)	25	
	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 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
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



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.

## 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 provides a copy of its standard Terms and Conditions with their response.

## 8 Appendices

- Appendix A:** Evaluation Questionnaire Guidance
- Appendix B:** Evaluation Questionnaire
- Appendix C:** Pricing Schedule
- Appendix D:** Tenderer General Information and Declarations
- Appendix E:** Conditions applying to this Invitation to Tender

## Appendix A: Guidance on the Evaluation Questionnaire

### Provision of Web Development 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 increasing global presence and lead a profession that champions thought leadership and provides input into governmental policy.

Actuaries.org.uk aims to offer a multi-functional experience based on our global membership need; from students, through early-career, to further career and onwards, the aim of the website is to guide and support members through their exams and career at every stage, and ensure it represents our global membership, whilst further ensuring brand equity and reputation for the IFoA as the home for Actuaries and broader actuarial-related community.

Areas of the website include examinations, continuing learning and professional development, volunteering, research, policy and media communications, events and larger member-centric projects. It is also the store-front for access to our dedicated virtual learning environment, blog, digital community and member portal which are hosted on separate platforms.

#### BACKGROUND

##### IFoA:

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 (member-focused, action-orientated, forward and outward-looking and team-driven) are integral to 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/>.

## Technological:

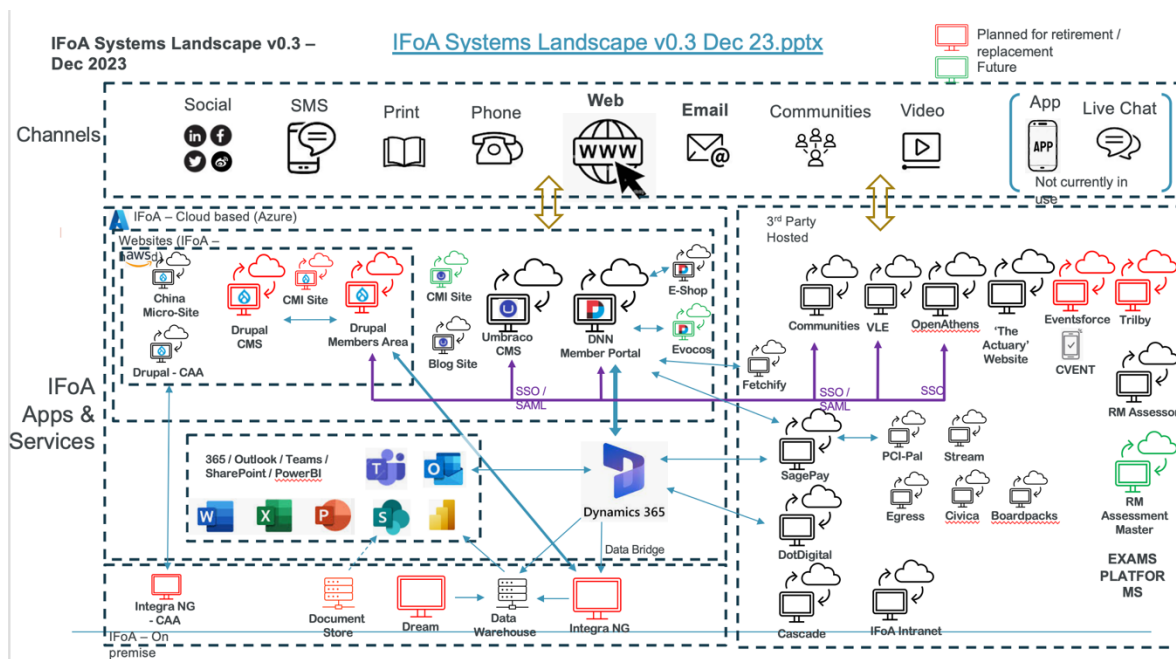
### 1. Systems

Improving the IFoA's public-facing website (Umbraco v8.17.0) is the primary focus of this procurement exercise. Changes resulting from any works in relation to this project or projects should be undertaken with an eye on their impact and the need to potentially be replicated (depending on the use-case) across other elements of IFoA's web presence.

IFoA's Umbraco site is the primary gateway into IFoA's web presence but links, via SAML, to a number of other entities. The primary elements are:

- DNN – Member Portal
  - Linked back to D365 CRM
- Totara-based Virtual Learning Environment
- Verint Communities Platform
- Deprecated Drupal Website, linked to legacy CRM (IntegraNG)
- OpenAthens

See below list of all systems that are currently in production at IFoA (for reference):



### 2. Existing support model

IFoA has a Web team who support the strategic development of the Umbraco site and manage content. This team will be the primary technical point of contact in managing this project with the successful bidder.

Within the IT function of IFoA, we employ a small team of developers who manage and maintain various web elements. These developers primarily ensure that systems are working effectively, manage integration(s) and perform relatively small

pieces of development work. It is expected that these developers will play a key role in working with the successful bidder in knowledge transfer and project oversight.

NB – IFoA will expect to continue their ownership of the website, its text, images, and all assets, including video and audio material.

## 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 (Includes IT Dept and Developers as per above)
  - d. General Counsel
  - e. Markets Development
  - f. Marketing and Public Affairs (includes In-house digital marketing and comms "Web" team as per above)

## SCOPE OF SERVICE OR PRODUCT

- Delivery of Key Deliverables 1 –3 inclusive as described in Section 1: aim of invitation to tender.  
Each deliverable should include:
  - Discovery work including report of findings and recommendations including timelines
  - Development of deliverable and deployment
  - Thorough and documented testing
  - Establishment of metrics and KPI's for ongoing monitoring of success
  - Delivery of full documentation for the deliverable solution including any SOP's and training required for our internal staff
- It should be noted that whilst we understand that Agile methodology is often used within software and web development projects, the project as a whole will be managed using a waterfall methodology. We have no issue with you using an iterative model internally but in order to fit within the IFoA governance model and requirements for signoff, we will be looking to fix the timeline for deliverables and milestone therein. IFoA project management will work with the successful bidder to establish realistic timelines for the work involved.
- Adherence to IFoA brand guidelines throughout
- Build content and page templates usable for both current content and any new additions

- All development should be done with future in mind. Whilst not possible to entirely predict the future of the technology, every effort should be made to ensure a level of longevity and maintainability of the work completed.
- Upon completion of the project, the site will be entirely run and maintained by our in house team and as such it is important that they are kept up to date and understand the processes involved in this work.
- Website and content remain property of IFoA at all times
- All work should be SCAG2.2 compliant
- We would expect that any bidders for this work will have attained (and retained) Umbraco Gold Partner status and will be able to clearly demonstrate that they are actively involved in the Umbraco community in support of the ongoing development of Umbraco.
- We would expect that bidders would be able to outline how many of their staff are Umbraco MVP's and/or contributors and how many staff are Umbraco certified (and to what level).
- Supporting evidence will be required, in relation to the quantity of Umbraco upgrades the bidder(s) have undertaken, and what scale and complexity these projects were.
- Evidence of working in a range of technical environments (Azure, AWS, Blob Storage) will need to be provided as will a demonstration of experience with 3<sup>rd</sup>-party applications, SAML, DevOps and deployment pipelines.
- It is anticipated that bidders will be able to clearly outline in their tender responses, how they manage requirements gathering, specification delivery, development coding and project management methodologies utilised.
- It would also be informative if bidders could outline any skills of experience in DNN-based development and/or SAML.

## SERVICE DELIVERY

The project team from the IFoA will comprise of at least:

- Project Sponsor
- Project Manager
- Digital team lead
- IT Manager
- Brand and Design Lead

As and when required, a selection of other IFoA colleagues will be brought in to assist. We would ask that you detail your core team within your response.

## CONTRACT PERIOD AND PAYMENT TERMS

The contract will initially be offered for a five-year term which is likely to comprise of two phases. The first phase will largely be the completion and implementation of the Key Deliverables 1 and 2 (from section 1 above), and will include an appropriate follow-up support period. Either party may choose to terminate at the end of phase one.

The second phase of the contract will commence after completion of phase one and shall run for the remainder of the five-year period, but with a further optional break period at the end of year four. This phase shall involve the provision of ongoing digital support and the delivery of additional web development services, likely to include, amongst other services, the work identified in Key Deliverable 3.

### CONTRACT MONITORING

Regular project meetings will be held for updates and key decision gate meetings will be scheduled in line with the timeline agreed. A quarterly meeting will be scheduled to discuss the overall progress and to act as a regular review point.

### KEY RISKS

While not an exhaustive list, some key risks that we see around this contract are:

- **Umbraco version support:** current version goes out of support Feb 2025
- **“Old” Drupal pages:** still exist under [www.actuaries.org.uk](http://www.actuaries.org.uk) domain
- **Data:** It is vital that data pertaining to our members is handled in accordance with UK GDPR and our policies and procedures

### TUPE

It is our current belief that TUPE is not a factor within this tender.

### 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. Please set out how you would manage this process and details of any exit planning.

## Appendix B - EVALUATION QUESTIONNAIRE

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

Schedule	Weighting [ ]%
<b>1. Cost model and pricing arrangements</b>	
1. Please provide costings based on the scope of work described. Whilst there is the inclusion of a discovery phase within the work, please provide costings based on past experience of similar projects.	20%
<b>2. Level of expertise offered</b>	
1. What experience do you have in delivering web development in the below sectors? <ul style="list-style-type: none"> <li>• Membership organisations</li> <li>• Financial services e.g. insurance, banking</li> <li>• Similar sized organisation</li> </ul> 2. Please include details of your Umbraco Gold Partner status and evidence that, as an organisation, you are actively involved in the Umbraco community in support of the ongoing development of Umbraco           3. Please outline how many of your staff are Umbraco MVP's and/or contributors and how many staff are Umbraco certified (and to what level).           4. Please provide Supporting evidence in relation to the quantity of Umbraco upgrades you have undertaken, and what scale and complexity these projects were.           5. Please provide Evidence of working in a range of technical environments (Azure, AWS, Blob Storage) as will a demonstration of experience with 3 <sup>rd</sup> -party applications, SAML, DevOps and deployment pipelines.           6. Please outline any skills or experience in DNN-based development and/or SAML.           7. Please include experience of delivering search across platforms in a user-friendly way.	35%

<b>3. Performance and service delivery</b>	
1. Please outline how you manage requirements gathering, specification delivery, development coding and the project management methodologies utilised. 2. Please outline how you monitor and measure success throughout projects. 3. Please provide details of your risk management processes	25%
<b>4. Relationship management</b>	
1. What systems and processes would you look to have in place to ensure clear, free-flowing communication between yourselves and the IFoA?	10%
<b>5. Collaborative working</b>	
1. Please explain your approach to collaborative working both internally and also with the IFoA.	10%
<b>Other</b>	
1. Please provide a copy of your usual terms and conditions and letter of engagement.  2. 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>	Not Scored



## 9 Appendix C: Pricing Schedule

Please provide any supporting information or additional information to the costing proposals as described under the evaluation criteria in Appendix B. Please provide any pricing details inclusive of VAT.

## 10 Appendix D: Tender Information and Declarations

### Tenderer General Information

Please complete the following:

<b>Full name of organisation Tendering:</b>	
<b>Registered office address:</b>	
<b>Type of Company:</b> (e.g. Ltd, Plc, Sole Trader, Charity, Community Benefit Society, etc.)	
<b>VAT registration number:</b>	
<b>Company registration number and/or charity number:</b>	
<b>Date of incorporation:</b>	

### CONTACT DETAILS

<b>Name and position of person completing the Invitation to Tender:</b>	
<b>Address:</b>	
<b>Telephone number:</b>	
<b>E-mail address</b>	

<b>Sub-Contracting</b>	a) Your organisation is bidding to provide the services required itself	<input type="checkbox"/>
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	b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	<input type="checkbox"/>
<p>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.</p> <p>Please indicate in a separate document what requirements you will deliver and what will be delivered by a third party.</p>		

<b>QUESTIONS FOR COMPLETION BY NON-UK BUSINESSES ONLY</b>		
<b>Subject</b>	<b>Please confirm/provide:</b>	<b>Response</b>
<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.	

<b>QUESTIONS FOR COMPLETION BY ALL</b>		
<b>Subject</b>	<b>Please confirm/provide:</b>	<b>Response</b>
<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>	Please confirm you have the following insurances in place or be in a position to put them in place, at the required level.	

	<b>Insurance Type ..... Required Level</b> Public Liability..... £10 million Employer's Liability..... £10 million Professional Indemnity ..... £5 million Cyber Liability..... £3 million	
<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>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 – Provision of Web Development Services

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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## Appendix E: Conditions applying to the Tender Process

### 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.

### 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)

### 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.

### 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.

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

- We reserve the right (at any time) to:



- i. cancel, abandon and/or withdraw from the opportunity and therefore, not proceed with the award of the Contract; and/or
  - ii. 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.

### **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 another 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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

## **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.

### **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.

### **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.

### **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.