



The Commonwealth

COMMONWEALTH SECRETARIAT
MARLBOROUGH HOUSE, PALL MALL, LONDON SW1Y 5HX

IN STRICT COMMERCIAL CONFIDENCE

**Invitation to Tender (ITT)
For the Provision of Consultancy Service for the Review of the
Commonwealth Secretariat's funding structure**

November - 2021

Secretariat Reference Number: 571-2021

Return Date: Return Date - Noon on 16th November 2021

Estimated Contract Award: December 2021

Contact Email: procurement@commonwealth.int

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1. Introduction

- 1.1 The Commonwealth Secretariat (The Secretariat) is an international organisation established by Agreed Memorandum, which is given privileges and immunities under the domestic law of the United Kingdom by the Commonwealth Secretariat Act 1966 (as amended by the International Organisations Act 2005). Under this legislation, the Secretariat is not subject to UK jurisdiction and enforcement. Further information on the Secretariat can be found at: <http://thecommonwealth.org/>
- 1.2 This status has an impact on some of the standard terms and conditions of contract (see appendix 1). In particular, we draw your attention to our dispute resolution clause, which refers disputes to the exclusive jurisdiction of the Commonwealth Secretariat Arbitration Tribunal (CSAT). The 8 members of the Tribunal are selected by the Board of Governors and come from Commonwealth member countries. CSAT is located in London, United Kingdom. Information about CSAT, including its governing statute and procedure are available on its website at <http://thecommonwealth.org/tribunal>.
- 1.3 The Secretariat implements decisions agreed by 54 Heads of Government and Ministers through advocacy, consensus-building, information sharing, analysis, technical assistance, capacity-building, and advice on policy development.

2. Purpose

- 2.1 The Secretariat wishes to find and appoint a suitable supplier for the Provision of Consultancy Services for the Review of the Commonwealth Secretariat's funding structure. The appointed supplier shall be awarded a contract that shall be effective for 3 months.
- 2.2 See specification in Section 6 - Specification of Requirements for details of the goods and services (including professional services) required.

3. Tender Timeline

- 3.1 Please note the following timetable is indicative at the time of going out to tender. This timetable may be subject to change at short notice.

ACTIVITY	DATES & TIMES
Publication of invitation to tender	02 11 2021
Clarification period closes (“Tender Clarifications Deadline”)	5 PM on 09 11 2021
Deadline for the publication of Secretariat’s responses to tender clarification questions	11 11 2021
Deadline for submission of Tenders to the ComSec (“Tender Submission Deadline”)	Noon on 16 11 2021
Notification of shortlisting (including presentation details)	23 11 2021
Shortlisted tenderers’ presentations	29 11 2021
Issue intention to award letters	09 12 2021
Estimated award date of contract	20 12 2021
Estimated contract start date	03 01 2022

4. Instructions to Tenderers

- 4.1 Tenderers must submit all documents as set out in Section 7 Part1 - Part 3 no later than the return date of **12:00 (Noon) on 16 11 2021**
- 4.2 The tender documents are to be returned **by email only** to the Commonwealth Secretariat to:
Email: Procurement@commonwealth.int
NOTE: The file must be no more than 35MB per email.
- 4.3 Unless indicated otherwise, all prices should be quoted in Pounds Sterling. Prices quoted should exclude VAT but must indicate clearly where VAT is applicable and where items might be zero-rated.
- 4.4 The tenderer must ensure that they have all the information required for the preparation of the tender submission and that they are satisfied about the correct interpretation of terminology used in this documentation. The tenderer must also ensure that they are fully conversant with the nature and extent of the obligations should the tender be accepted.
- 4.5 Tenders are to be valid for a minimum of 60 days from the closing date for the submission of the tenders.
- 4.6 The Secretariat reserves the right to cancel the tender at any time during the process and not to award a contract as a result of this procurement process.
- 4.7 The tender process will be conducted to ensure that responses are evaluated fairly to ascertain the most qualified and economically competitive bids. The Secretariat will use the evaluation criteria described below to determine if the tenderer qualifies.
- 4.8 Tenderers shall bear all costs in completing a tender submission, including attendance of any presentations required.
- 4.9 Tenderers shall not disclose details of the ITT to third parties without prior agreement from an authorised officer of The Secretariat.
- 4.10 Tenderers are required to submit transparent pricing with no hidden costs or charges.
- 4.11 All clarification queries must be in writing submitted by **5pm on 11 11 2021** and **only** via the email address procurement@commonwealth.int
- 4.12 Prior to commencing formal evaluation, tender responses received will be checked to ensure they are fully compliant with all the instructions of this tender and clarification may be sought with regard to minor non-compliances. Non-compliant tender responses may be rejected by the Secretariat without further follow up. Only tender responses which are deemed by the Secretariat to be fully compliant will proceed to evaluation.
- 4.13 The Secretariat will carry out an evaluation of the tender bids using the weighted criteria method as described in sections below. Following all tender evaluation stages the Secretariat will select a preferred tenderer which will be taken forward to contract award.
- 4.14 By submitting a response, the tenderer is agreeing to be bound by the terms of this ITT and terms and conditions of save as in relation to those areas of the Contract specifically highlighted by completing the Legal Comments Table.
- 4.15 By taking part in this tender all tenderers commit to the following:
 - Tenderers certify that they have not canvassed or solicited any officer or employee of the Secretariat in connection with this tender submission and that no person employed or acting on behalf of the tenderer has done any such act.
 - To help achieve greater transparency in how the Secretariat spends public funds and to help deliver better value for money, tenderers acknowledge that should they be successful certain information, except for any information which is exempt from disclosure, will be published on the Secretariat's procurement website:

<http://thecommonwealth.org/procurement> The information published may include (as an example): contract title, successful tenderer name, duration of contract.

- The CSAT shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

5. Evaluation

A. Evaluation - Criteria Weightings

- 5.1 **Quality** **40%**
- Technical Questionnaire
- 5.2 **Price** **60%**

B. Evaluation Process

Part 1: Tenderer Details

The scoring methodology that will be applied is as follows:

- 5.3 **Information only** - the information provided will not be scored, but failure to provide it may result in the ITT submission being disqualified from the tender process.
- 5.4 **Pass/Fail** - as indicated in the invitation to tender

Part 2: Technical Questionnaire Scored - 40%

- 5.5 The following scoring mechanism will be used to score each question in this section:

Using a 0 - 5 scoring system:	
0	Unacceptable Response - No information provided or response does not address the requirement.
1	Poor response - The response contains material omissions and / or is supported by limited evidence / examples. Concerns that the organisation does not have the potential to deliver / that they have failed to meet a reasonable standard.
2	Fair response - There is adequate detail / supporting examples giving a reasonable level of confidence in the Tenderer's experience and ability. The Tenderer appears to have the potential to deliver as required / has met a reasonable standard and there are only minor concerns about the Tenderer's experience
3	Good Response - The level of detail / supporting examples gives a high level of confidence in the Tenderer's experience and ability. The Tenderer clearly has the potential to deliver and / or has clearly met an acceptable standard.
4	Excellent Response - A comprehensive well evidenced submission, clearly demonstrating expertise and knowledge incorporating some value-added benefits attributes & other points of innovation. The bid is deemed to offer little risk and fully captures the understanding of the steps involved to deliver aspects of the service which can be related to the question posed, giving a high level of confidence in the Tenderer's experience and ability.
5	Exceptional Response - A comprehensive and exceptionally evidenced submission that substantially exceeds the expectations of the requirement and offers significant additional benefits. Submission clearly demonstrates exceptional expertise and knowledge incorporating value added benefits/ & other points of innovation. The bid is deemed to offer well identified risks and a mitigation of these put forward and fully captures the understanding of the steps involved to deliver all the aspects of the service and is directly relatable to the question posed, giving an exceptionally high level of confidence in the Tenderer's experience and ability.

- 5.6 The following formula will be applied for each question:
- $\text{Points Scored} \div \text{Points Available} \times \% \text{ weighting}$
- 5.7 The scores for each of the questions will be added to give a total technical quality score.
- 5.8 Unanswered questions or sections that are left blank shall be awarded a 0.
- 5.9 No half marks will be awarded.

Part 3 - Pricing - 60%

- 5.10 Please refer to the ITT - Pricing Schedule for a full breakdown of the costs required. The lowest total price bid for the Year End External Audit 2019-20 (ComSec/CFTC/CYP) shall be awarded the full points, all other bids shall be awarded a percentage from the benchmark. E.g. $(\text{lowest price/other bid}) \times \text{weighting} = \text{Score}$.
- 5.11 A worked example of the commercial evaluation model is provided below, using a weighting of 40% as an example.
- Score = lowest total cost/tenderer's total cost x 40 (maximum available marks)*
- If three responses are received and bidder A has quoted £3,000 as their total price, Bidder B has quoted £5,000 and Bidder C has quoted £6,000 then the calculation would be as follows:*
- Bidder A Score = $3000/3000 \times 40$ (maximum available marks) = 40*
- Bidder B Score = $3000/5000 \times 40$ (maximum available marks) = 24*
- Bidder C Score = $3000/6000 \times 40$ (maximum available marks) = 20*

Part 4 - Presentation

Presentations will also be scheduled for the bidders to present their solution, their approach to implementing the solution and post-implementation support. The Price and Technical scores for each tender will be added to obtain a final score to determine the ranking for purposes of shortlisting of tenderers who will be invited to the presentation stage. Only the top three scoring bidders will be invited to the presentation/clarification stage on 29th November 2021. Presentations will be used to clarify top scoring bidder's submission and will not carry any weightings in its own right. It will be used however to moderate the submission (either positively or negatively).

Decision to award

Following evaluation of tenders in accordance with the evaluation process set out in this ITT, the tenderer which offers the best value for money tender may be awarded a Contract.

Please note, the successful tenderer will be checked for their Equifax Credit Score. Should a tenderer fail the credit score, the Secretariat will be entitled to commence negotiations with the second preferred tenderer subject to that tenderer having passed the Equifax Credit Score and so forth. Should the tenderer ranked first decline to accept a Contract, then it will be offered to the next ranked tenderer until it has been accepted.

A Contract award is subject to formal signature by both parties (including the satisfaction of any conditions precedent) providing all pre conditions are met e.g. certificates, statements and other means of proof where tenderers have up to this point relied on self-certification.

6 Specification of Requirements

Introduction to the Secretariat

The Secretariat is an international organisation established by Agreed Memorandum, which is given privileges and immunities under the domestic law of the United Kingdom by the Commonwealth Secretariat Act 1966 (as amended by the International Organisations Act 2005). Under this legislation, the Secretariat is not subject to UK jurisdiction and enforcement. Further information on the Secretariat can be found at: <http://thecommonwealth.org/>

This status has an impact on some of the standard terms and conditions of contract (see appendix 1). In particular, we draw your attention to our dispute resolution clause, which refers disputes to the exclusive jurisdiction of the Commonwealth Secretariat Arbitration Tribunal (CSAT). The 8 members of the Tribunal are selected by the Board of Governors and come from Commonwealth member countries. CSAT is located in London, United Kingdom. Information about CSAT, including its governing statute and procedure are available on its website at <http://thecommonwealth.org/tribunal>.

The Secretariat implements decisions agreed by 54 Heads of Government and Ministers through advocacy, consensus-building, information sharing, analysis, technical assistance, capacity-building, and advice on policy development.

1. Objectives of Consultancy

The purpose of this review is to conduct an independent study of the Commonwealth Secretariat (COMSEC), Commonwealth Fund for Technical Co-operation (CFTC) and Commonwealth Youth Programme (CYP). This is for the purpose of advising if COMSEC, the CYP and the CFTC could be put on a more predictable, sustainable and stable footing by any revision of:

- i. funding arrangements;
- ii. the Secretariat's budgeting and programme planning process;
- iii. arrangements for forecasting of member states' voluntary contributions; and
- iv. timelines for payment of voluntary and assessed contributions.

2. Background

The Secretariat is a voluntary association of 54 independent and equal countries all of which are equal sovereign states. The Secretariat provides guidance on policy making, technical assistance and advisory services to Commonwealth member countries. The Secretariat supports governments to achieve sustainable, inclusive and equitable development.

The activities of the Secretariat are funded by Member Governments via three separate multilateral funds, COMSEC, CFTC and CYP. Each is guided by a separate Memorandum¹ and Financial Regulations which set out the parameters of the Fund, including its purpose and functions, participation and contributions, and its governance arrangements, including role of the Board of Governors and the Executive Committee. It also sets out the decision-making elements of the Fund; as well as the administrative arrangements, including that the

¹ 2005 Revised Agreed Memorandum on the Commonwealth Secretariat; 2005 Memorandum of Understanding on the Commonwealth Fund for Technical Co-operation and 2005 Memorandum of Understanding on the Commonwealth Youth Programme.

Secretariat is required to operate and prepare separate audited financial statements for each of the funds.

The Secretariat's income is derived from assessed and voluntary contributions paid by Member Governments. The COMSEC fund is a mandatory fund to which all members must contribute, and the size of their contribution is derived from an agreed scale formula. The CFTC is a voluntary fund where members honour their pledges, however the pledge can be any amount they choose. For budget management purposes, contributions are due by 30 September (3 months after the start of the financial year). The CYP fund, for which membership is also voluntary, uses the same scales of contribution as the COMSEC fund to arrive at the quantum of a country's assessed contribution. The three funds may also receive additional funding from member countries or other sources to fund a specific project. These funds are referred to as extra-budgetary resources (EBRs).

The Secretariat has an annual turnover of approximately £39M over the three funds (COMSEC Fund £20M, CFTC £16M and CYP £3M).

Collection of the contributions and pledges to the three Funds is guided by the Abuja Guidelines agreed at CHOGM in Abuja, Nigeria in 2003, and revised at the CHOGM held in Perth, Australia in 2011.

At CHOGM 2015 in Malta, Heads mandated the Secretary-General to convene a high-level group to review the full governance arrangements of the Commonwealth Secretariat to ensure that its governance is streamlined and integrated in order to improve oversight, efficiency and transparency. There were some delays in convening the group, nevertheless a report was received by Commonwealth Foreign Ministers in September 2018. In 2018 and 2019, the Board of Governors considered the reports of the High-Level Group and developed recommendations for Foreign Ministers. In September 2019, Foreign Ministers unanimously agreed a set of recommendations, subject to endorsement by Heads of Government at CHOGM.

Among those decisions approved by Foreign Ministers, subject to Heads' endorsement, was number 14: *"The Board of Governors is instructed to commission an independent study to advise whether any revision of (i) funding arrangements for the Secretariat, the Commonwealth Youth Programme and the Commonwealth Fund for Technical Cooperation, (ii) the Secretariat's budget and programme planning process, (iii) arrangements for forecasting of member states' voluntary contributions, and (iv) timelines for payment of voluntary and assessed contributions could put the Secretariat, the Commonwealth Youth Programme and the Commonwealth Fund for Technical Cooperation on a more predictable, sustainable and stable footing."*

3. Current Context

Despite a structured approach for invoicing and revenue collection the collection of revenue remains sporadic and challenging as member countries pay anytime during the financial year, or subsequent financial years, especially as the timing of payments need to fit in with the countries' financial years and budgets.

In the CFTC the amount to be contributed is often not known until the pledge and/or payment is made, which is usually after the start of the financial year. Pledges received can vary differently to the indicative amount included in the approved budget with this information often becoming known quite late into the Secretariat's financial year. This makes it very challenging for the Secretariat to budget and plan as it does not have the certainty of the CFTC revenue necessary to deliver its work. As most pledges are received after 30 September, the pledge payments tend to be received well after this date.

The uncertainty of when the funding will be received, as well as how much will be received, creates an extremely challenging and highly risky environment for the Secretariat to operate - managing cash flows, delivering work that has been approved in the annual budget and delivery plan without certainty of the funding to support it, planning for future financial years without clarity on funding levels and effectively manage work force planning.

The Secretariat has a four-year Strategic Plan which is supported with an annual budget and delivery plan. Even though these are prepared on an annual basis, projects can span multiple years. Unutilised project budgets within a year are not rolled into the next year, which can create budgetary funding issues for multi-year projects. In addition, the annual budgeting is a significant time constraint on staff delivering the projects.

Member states also face different challenges, including the economic impact of COVID-19 on National Budgets, which could affect contributions during the pandemic.

4. Scope of Work

The appointed consultancy will conduct a thorough analysis of the current structures in place for income collection and pledging for all three funds as well the budgeting, expenditure and planning process. It should take into consideration the bandwidth of COMSEC, as well as constraints of member states. This will involve consultation with the respective teams and other stakeholders as required. The review should also consider the findings from prior studies on CFTC, which looked at CFTC in terms of its utilisation, results, value for money and financial base.

The consultancy will specifically:

- Provide an objective review of the current structures and approach with respect to the above providing comprehensive recommendations on whether changes could put the Secretariat on a more predictable, sustainable and stable footing. The recommendations of this consultancy should consider:
 - Alternative operating models
 - Review the arrangements for forecasting of member states' voluntary contributions; and timelines for payment of voluntary and assessed contributions.

The recommended improvements/solutions shall take into account the members as well as the political nature of the organisation and the purpose of the existing fund and include a review mechanism to evaluate the effectiveness of any new funding structure/practices.

- Conduct a detailed analysis of the challenge referred to on the difficulty of continuously financing projects on an annual basis within a four-year strategic plan, and provide recommended improvements, solutions and/or timeline to mitigate the challenge.

5. Deliverables and Milestones

The main deliverable will be a soft copy final report to the Chair of the Board of Governors within 10 weeks from contract start date of 03 01 2022 detailing the findings and recommendations from the review of the Secretariat as set out in the objectives of this consultancy.

Key milestones:

1	Initial meeting between the consultant(s) and the Chair of the Board of Governors to discuss the scope of the review, process and expectations.
2	Provide a weekly progress report to the Contract Manager upon contract mobilisation identifying progress that week, actions for the following week, any risks and issues requiring escalation.
3	Draft report provided to the Board of Governors for review and comment within six weeks from contract award.
4	Conduct a summary level presentation of the report findings and recommendations to key stakeholders. This presentation is anticipated to take place within one week from receipt of the final report.

6. Consultancy Requirements

An independent professional, team or a firm will be engaged to conduct this review. The consultant(s) /consultancy team are expected to have the following competencies:

- At least 20 years of experience in international development, preferably of the Commonwealth. Specialised knowledge on sustainable development, resilience building, governance and institutional capacity building.
- At least 10 years' experience working at a senior level with inter-governmental organisations, with an in depth understanding of the operating and funding structures of intergovernmental organisations;
- Experience in writing clear and concise reports for decision-makers in international/inter-governmental institutions;
- Good understanding of budgeting and financial management;
- Experience in conducting organisational structural reviews particularly in the intergovernmental sector;
- Excellent research, presentation and report writing in English, including the ability to (i) analyse and interpret information (both quantitative and qualitative); and (ii) prepare concise reports, including financials.
- Excellent communication and interpersonal skills.
- Experience and ability to interact at the highest levels of government and with senior officials in international Development.

7. Other Information

The appointed consultant(s) will be given access to the Secretariat's staff and other key stakeholders.

The Commonwealth Secretariat will provide information as required, arrange meetings and perform other administrative tasks required to facilitate this review.

Appropriate time will be allocated by Senior Management, Finance and Portfolio Management to help facilitate this work.

Meetings will be arranged with the Chair of the Board of Governors and representatives from other member countries to help facilitate this work.

The day-to-day contact for the consultancy staff will be the Office of the Deputy Secretary-General.

8. Location

No travel is expected of the appointed consultant(s) other than potentially to the Secretariat's London office (Marlborough House) on Pall Mall if necessary and dependent upon the COVID-19 situation.

The consultant(s) should ensure that their team composition and remote working technologies are geared to support the completion of this review without travel or in person meetings.

9. Confidentiality

The Commonwealth Secretariat and the Consultant will keep confidential at all times any information or data that may be exchanged, acquired, disclosed or shared in connection with any activity conducted pursuant with the assignment, save where such information is already in the public domain or is project material intended for publication or is required to be disclosed by any applicable law or regulations or where the extent of such disclosure is authorised in writing by the other.

10. Payment schedule

Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement to the invoices submitted for services completed to the satisfaction of the Secretariat. For the avoidance of doubt, all costs and expenses for services performed by the Supplier and not agreed to by the Secretariat will be borne by the Supplier and not included in any invoice. The sums due under the Contract will be calculated on a fixed price basis. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

11. Contract Management

The successful consultant will report to the Secretariat's Contract Manager. Specific arrangements for contract management will be as follows:

- The Secretariat will actively manage the contract by appointing a Contract Manager who will be responsible for all aspects of the agreement and will be the point of communication between the Secretariat and successful tenderer. The successful tenderer will be informed in writing of any change in responsibilities.
- The successful tenderer is required to appoint and inform the Contract Manager of the person who will be the key account manager.
- The successful tenderer shall encourage and shall deal promptly, reasonably, efficiently and courteously with comments and criticisms arising from the operation of the services. Feedback shall be managed via the Secretariat's Contract Manager. A record is to be kept of all comments and the resulting actions. The Supplier shall notify the Secretariat of any serious complaints as soon as it is reasonably practicable.
- The successful tenderer shall maintain appropriate records and provide the Secretariat with the agreed information and data, when requested, to monitor performance. In the event of an unsatisfactory level of quality being sustained, the successful tenderer will be notified of the defaults and the time by which they must be rectified. If performance remains unsatisfactory, the agreement may be terminated.

- If either party becomes aware of any actual or possible conflict between the interests of the Secretariat and the supplier it shall notify the other party as soon as reasonably possible and the parties shall meet to discuss the conflict and shall: (i) use all reasonable endeavours to find ways to eliminate or minimise the risk of the conflict; and (ii) take such steps as may be agreed to remove or avoid the cause of the conflict.

Tender Submission Documents (ref:571-2021)

Note - Tenderers must complete and return all tender submission documents below:

Part 1- Tenderer Details and Selection Questionnaire

Part 2 - Invitation to Tender - Technical Questionnaire

Part 3 - Invitation to Tender - Commercial Questionnaire (& Pricing Schedule)

Part 1 - Tenderer Details - For Information

Please provide details relating to your registered offices, legal status and date of incorporation;

<i>Company Name</i>	
<i>Company Address</i>	
<i>Post Code</i>	

<i>Company Registration Number</i>	
<i>Date of incorporation</i>	

<i>Contact Name</i>	
<i>Telephone</i>	

<i>Job Title</i>	
<i>Email</i>	

REFERENCES

Please provide the contact details of three reference clients (who you have worked with within the last 18 months). The referees will not be contacted until the final stage of the tender process. Please provide references from similar international organisations and/or public sector bodies if possible. Prior to award, the Secretariat may wish to take up references without further communicating this request to the Tenderer.

	<i>Reference 1</i>	<i>Reference 2</i>	<i>Reference 3</i>
<i>Company Name</i>			
<i>Contact Name</i>			
<i>Company Address</i>			
<i>Dates of engagement</i>			
<i>Summary description of the services provided</i>			
<i>Telephone</i>			
<i>Email address</i>			

1.3 Non-Disclosure Agreement- [pass/fail]

Please delete 'Yes' / 'No' as applicable.

(a)	Please confirm that your organisation agrees to and has signed, dated <u>and attached</u> the Non-Disclosure Agreement (Appendix 4)	Yes/No
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1.4 Insurance requirements [pass/fail]

The appointed supplier will be required to maintain appropriate levels of insurance in a number of areas and supply copies of relevant policies as appropriate. Please complete the enclosed table.

Area	Level of cover expected	Level of cover currently held	Level of cover to be provided	Further details/limitations in liability cap incl. amounts
Public liability	£10m			
Employer's liability	£5m			
Professional Indemnity	£1m			

Please **note** that the insurance cover detailed above needs to be in place before activities commence in pursuance of the services required and will not be considered as part of the costs under the contract between the Secretariat and the selected supplier.

1.5 Selection Questionnaire

Suitability Assessment Questions - Pass/Fail

Responses to the questions that are scored as a "fail" will result in disqualification from the tender process and the remaining sections of the response will not be evaluated further.

1.5.1 Grounds for Exclusion - Pass/Fail

You will be excluded from the tender process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations.

- a) Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or Partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?

Please Mark 'X' In the Relevant Box		Yes	No
(a)	Conspiracy as defined by the legislative or judicial bodies in your jurisdiction.		
(b)	Corruption as defined by the legislative or judicial bodies in your jurisdiction.		

(c)	Bribery as defined by the legislative or judicial bodies in your jurisdiction.		
(d)	The offence of cheating the Revenue as defined by the legislative or judicial bodies in your jurisdiction.		
(e)	The offence of conspiracy to defraud as defined by the legislative or judicial bodies in your jurisdiction.		
(f)	Fraud as defined by the legislative or judicial bodies in your jurisdiction.		
(g)	Theft as defined by the legislative or judicial bodies in your jurisdiction.		
(h)	Fraudulent trading as defined by the legislative or judicial bodies in your jurisdiction.		
(i)	Fraudulent evasion as defined by the legislative or judicial bodies in your jurisdiction.		
(j)	Destroying, defacing or concealing of documents or procuring the execution of a valuable security as defined by the legislative or judicial bodies in your jurisdiction.		
(k)	The possession of articles for use in frauds as defined by the legislative or judicial bodies in your jurisdiction.		
(l)	Any offence considered to be Counter Terrorism as defined by the legislative or judicial bodies in your jurisdiction.		
(m)	Money laundering as defined by the legislative or judicial bodies in your jurisdiction.		
(n)	Any Sexual Offences as defined by the legislative or judicial bodies in your jurisdiction.		
(o)	Drug trafficking as defined by the legislative or judicial bodies in your jurisdiction.		

- b) Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.

Please Mark 'X' In the Relevant Box		Yes	No
(a)	your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(b)	your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		

(c)	your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(d)	the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition;		
(e)	your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		

1.6 Employment and Human Rights [pass/fail]

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. Please delete 'Yes' / 'No' as applicable.

(a)	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Yes/No
(b)	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? <i>If you have answered "yes" to one or both of the questions, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</i> <i>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to The Secretariat's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</i>	Yes/No
(c)	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes/No/ NA

1.7 Environmental Legislation [pass/fail]

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. Please delete 'Yes' / 'No' as applicable.

(a)	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? <i>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Secretariat will not select Tenderers that have been prosecuted or served notice under environmental legislation in the last 3 years, unless The</i>	Yes/No
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	<i>Secretariat is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</i>	
(b)	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes/No/NA

1.8 Health and Safety legislation [pass/fail]

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. Please delete 'Yes' / 'No' as applicable.

(a)	Please self-certify that your organisation has a health and safety policy that complies with current legislative requirements. Please provide a copy.	Yes/No
(b)	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? <i>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Secretariat will exclude Tenderer(s) that have been in receipt of enforcement/remedial action orders unless the Tenderer(s) can demonstrate to The Secretariat's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</i>	Yes/No
(c)	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes/No/NA

1.9 Policies/Accreditations [pass/fail]

Policies & Accreditations	Yes/ N/A	No/
Please confirm you have a GDPR policy in place, provide details below and submit a copy of it as part of your tender response. Insert your answer here		
Please confirm that your company (and any of your Employees involved in the provision of the Services), if successful, would comply with all requirements under the DPA including the GDPR. Insert your answer here		
Please confirm that you have employee vetting policies and procedures in place and provide details below. Insert your answer here		
Please confirm that you have a business continuity plan in place and provide details below. Insert your answer here		
Please confirm that you have a risk management policy in place and provide details below.		

Insert your answer here

1.10 TURNOVER/FINANCIAL STABILITY (PASS/FAIL)

Please provide details of your audited annual turnover over the past three years:

2018-2019	
2019-2020	
2020-2021	

Please note, the successful bidder will also be checked for their Equifax Credit Score. Should the bidder fail the credit score, the Secretariat will be entitled to commence negotiations with the second preferred bidder subject to that bidder having passed the Equifax Credit Score and so forth.

(a)	Please confirm that your organisation agrees to and has signed, dated <u>and attached</u> the Non-Disclosure Agreement (Appendix 4)	Yes/No
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1.11 COMMERCIALY SENSITIVE INFORMATION - for completion by Tenderers

TENDERER'S COMMERCIALY SENSITIVE INFORMATION	POTENTIAL IMPLICATION OF DISCLOSURE	DURATION OF COMMERCIAL SENSITIVE INFORMATION

Part 2 - Technical Questionnaire (40%)

Please answer all questions:

Please answer all questions:

Number	Technical questions	Question Weighting
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1	<p>Approach and Methodology</p> <p>Please provide your approach and methodology for undertaking this assignment in response to the Terms of Reference. Your response will be assessed based on the following criteria:</p> <ol style="list-style-type: none"> 1. Understanding of the Terms of References. 2. Context analysis of key issues related to the Funding Review relevant to the Commonwealth Secretariat. 3. Relevance of proposed methodology. 4. Identification of limitations and risks related to undertaking the Review. 5. Feasibility of work schedule and budget. <p>(800 words maximum)</p>	15%
<p>Insert your answer here</p>		
2	<p>Capability of the Consultant/Consulting Team to undertake the assignment</p> <p>Please provide the background of the proposed consultant(s) that will be working on this assignment indicating their professional qualifications and experience relative to this assignment, including:</p> <ol style="list-style-type: none"> 1. In depth understanding of the operating and funding structures of intergovernmental organisations, with a minimum of 10 years' experience. 2. Knowledge and experience and ability to interact at the highest levels of government and with senior officials in International Development and inter-governmental organisations, with a minimum of 10 years' experience. 3. Knowledge and experience in international development, preferably of the Commonwealth, with a minimum of 20 years' experience. Demonstrating specialised knowledge on sustainable development, resilience building, governance and institutional capacity building. 4. Knowledge and experience in conducting organisational structural reviews particularly in the intergovernmental sector. 5. Knowledge and experience in understanding and developing budgeting and financial management models. 6. Communication Skills - both spoken and written English, including experience in the production of clear and concise reports for international/inter- 	15%

	<p>governmental institutions, and delivery of messages to a diversified audience.</p> <p>(800 words maximum)</p>	
<p>Insert your answer here</p>		
3	<p>Case Study</p> <p>Please provide two case studies on where you have conducted similar services as described in the specification (2 pages maximum).</p> <ol style="list-style-type: none"> a) Describe the approach taken and methodology used; b) Provide details on how you resolved any unusual or difficult challenges; c) Explain how you managed differing needs and expectations of stakeholders; <ul style="list-style-type: none"> • Explain overall outcome of the project <p>(800 words maximum)</p>	5%
<p>Insert your answer here</p>		
4	<p>Other Qualities</p> <ol style="list-style-type: none"> 1. Demonstrate a good understanding of the work of multilateral Organisations, especially the Secretariat. 2. Provide a detailed timeline and resource plan for the completion of the services as described in the specification. 3. Explain how you would manage this review to ensure that the timeline and deliverables are achieved. <p>(800 words maximum)</p>	5%
<p>Insert your answer here</p>		

Part 3 - Pricing (60%)

Please complete the below Pricing Schedule (ITT 571-2021) and submit as a separate document. Pricing and cost must be broken down to the different elements of the service and must include all associated costs. Prices quoted must be fixed and firm for the proposed term of the agreement.

Please provide Rate card for other ad-hoc services (see specification of requirements)

Transparent pricing must be submitted with no hidden costs. Prices quoted should be in line with the specified requirements of this tender.

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DECLARATION

When you have completed the ITT, please ensure that:

- You have answered all the questions;
- You have provided all supporting documentation requested; and
- You have read and signed the undertaking below.

A Partner, Director or authorised signatory, in his/her own name, on behalf of the Bidder must sign the declaration.

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the ITT. I understand and accept that false information could result in rejection of the application to be selected to take part in the ITT process. I confirm that neither myself nor any of my colleagues are related to any Secretariat member of staff (includes but not limited to spouse, parent, grandparent, child, grandchild, or sibling) or have any known conflicts of interest that have been undeclared as part of this ITT process.

By signing and returning this letter, I/we confirm that I/we have not in relation to this opportunity or the ITT:

- a. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of the amount of any bid or the conditions on which any bid is made or the elements or contents of any bid;
- b. Informed any other person, other than the Commonwealth Secretariat of any confidential information in relation to the project, except where disclosure, in confidence, was necessary for the purposes of preparing the ITT;
- c. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs (a) and (b) above;
- d. Committed any offence under applicable anti-bribery or anti money laundering laws and/or regulations;
- e. Offered or agreed to pay, give or accept any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done, in relation to any proposed bid, any act or omission;
- f. Offered or agreed to pay, give or accept any sum of money, inducement or valuable consideration directly or indirectly to any person bidding for the ITT, or from any person in relation to this project; or
- g. Agreed to undertake work or services for any other person in connection with the project.

Either - I/ we know of no conflict of interest which, if came to be known, would prohibit my firm/me from carrying out this work [or] I would like to declare the following conflict/s of Interest (*please list*).

Declaring any conflicts of interest does not automatically mean your firm's exclusion from this ITT process. If you believe the conflicts do not materially affect your ability to deliver this project should your firm be successful, please explain how the conflicts will be managed.

In this ITT the word "person" includes any person, body or association, corporate or incorporated and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed:	
Name:	
Telephone No:	
Email address:	
Position/Status in the organisation:	
Date:	

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Appendices

Appendix 1 - Terms and Conditions



CommonwealthSecret
ariatTermsandCondi

<https://thecommonwealth.org/sites/default/files/inline/CommonwealthSecretariatTermsandConditionsContract.pdf>

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Appendix 2 - Code of Ethics

<https://thecommonwealth.org/sites/default/files/inline/CODE-OF-ETHICS-Nov19.pdf>

Appendix 3 - Parent / Group Company Statement

To be completed by any Tenderer that intends to rely upon the financial standing or technical ability of a parent or other group company as part of its Tender submission.

"We confirm that the Tenderer has relied upon the financial information of [INSERT NAME OF PARENT/ GROUP COMPANY] in completing the information in "Financial Information".

We confirm that if the Tenderer is successful and is awarded a Contract by the Commonwealth Secretariat, [INSERT NAME OF PARENT/ GROUP COMPANY] will, upon demand, provide a performance and financial guarantee in respect of the contract between the Commonwealth Secretariat and the Tenderer in such form as may be required by the Commonwealth Secretariat."

Signed for and on behalf of the Parent/ Group company:	
Signed:	
Name:	
Telephone No:	
Email address:	
Position/Status in the Organisation:	
Organisation's name:	
Organisation's address:	
Date:	

Appendix 4 - Non-Disclosure Agreement

Non-Disclosure Agreement

DATE: []

PARTIES:

- (1) **The Commonwealth Secretariat**, an international organisation based at Marlborough House, Pall Mall, London SW1y 5HX (the “**Secretariat**”); and
- (2) [NAME], [Limited] (whose registered offices are: **ADDRESS**) registration number [insert] (the “**Recipient**”).

AGREEMENT:

1. Definitions

In this Agreement:

“**Agreement**” means this non-disclosure agreement and any amendments to it from time to time;

“**Terms and conditions for goods and services**” means the terms and conditions of as specified in Appendix I of the Invitation to Tender which would form a part of the contract with the Recipient;

“**Confidential Information**” means:

- (a) any information disclosed by the Secretariat to the Recipient before the end of the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (i) was marked as “confidential”; or (ii) should have been reasonably understood by the Recipient to be confidential; and
- (b) [*specify other confidential information here*]; and

“**Term**” means the term of this Agreement.

2. Term

This Agreement will come into force on the date of its execution and will continue in force indefinitely, unless and until terminated in accordance with Clause [4].

3. Confidentiality obligations

3.1 The Recipient agrees and undertakes:

- (a) that it will keep all Confidential Information strictly confidential and will not disclose any part of it to any other person without the Secretariats prior written consent;
- (b) that it will use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care; and
- (c) that it will act in good faith at all times in relation to the Confidential Information.

- 3.2 Notwithstanding Clause 3.1(a), the Recipient may disclose the Confidential Information to its officers and employees who are bound by a written agreement to protect the confidentiality of the Confidential Information.
- 3.3 This Clause 3 imposes no obligations upon the Recipient with respect to Confidential Information which:
- (a) is known to the Recipient before disclosure by the Secretariat, and is not subject to any obligation of confidentiality; or
 - (b) is or becomes publicly known through no act or default on the part of the Recipient.

4. Termination

- 4.1 Either party may terminate this Agreement forthwith at any time by giving written notice of termination to the other party.
- 4.2 Upon and following termination of this Agreement:
- (a) Clause 5.3 shall continue to apply; and
 - (b) the provisions of Clause 3 shall continue to apply in relation to Confidential Information disclosed before the end of the Term.
- 4.3 Termination of this Agreement will not affect either party's accrued rights as at the date of termination.
- 4.4 Subject to Clauses 4.2 and 4.3, upon termination, all the provisions of this Agreement will cease to have effect.

5. General

- 5.1 If a Clause of this Agreement is determined to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect.
- 5.2 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 5.3 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any rights or obligations under this Agreement.
- 5.4 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 5.5 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability which may not be excluded or limited under applicable law. Subject to this, this Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 5.6 This Agreement will be construed in accordance with the laws of England; and the Commonwealth Secretariat Arbitral Tribunal will have exclusive jurisdiction over any claim or matters arising under or in connection with this agreement subject to the

provisions on jurisdiction in the Statute of that Tribunal.

6. Terms and conditions for goods and services

6.1 This Agreement is in support of and does not replace terms and conditions as specified in Appendix I of the Invitation to Tender.

The Recipient indicates their acceptance of this Agreement by executing it below.

Date:

SIGNED by []
duly authorised for and on behalf of the Recipient

.....

Date:

CONFIDENTIAL