IN STRICT COMMERCIAL CONFIDENCE

Invitation to Tender (ITT)
For the Provision of Services for the Development of eLearning Training Courses for Commonwealth Meridian

May 2020

Secretariat Reference Number: 512-2020
Return Date: Return Date - 12:00 BST on 25/June/2020
Estimated Contract Award: August 2020
Contact Email: procurement@commonwealth.int
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<td>For completion and submission as part of the Tender response</td>
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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 53 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 Services for the development of eLearning Training Courses for Commonwealth Meridian. The appointed supplier shall be awarded a contract that shall be effective for the Project duration and on Fixed price basis.

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.
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<thead>
<tr>
<th>ACTIVITY</th>
<th>DATES &amp; TIMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication of invitation to tender</td>
<td>28 05 2020</td>
</tr>
<tr>
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<td>5 PM BST on 11 06 2020</td>
</tr>
<tr>
<td>Deadline for the publication of Secretariat’s responses to tender</td>
<td>18 06 2020</td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Deadline for submission of Tenders to the ComSec (“Tender Submission</td>
<td>12 Noon BST on 25 06 2020</td>
</tr>
<tr>
<td>Deadline”)</td>
<td></td>
</tr>
<tr>
<td>Notification of shortlisting (including presentation details and</td>
<td>10 07 2020</td>
</tr>
<tr>
<td>evaluation criteria) by</td>
<td></td>
</tr>
<tr>
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<td>17 07 2020</td>
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<tr>
<td>Issue intention to award letters</td>
<td>31 07 2020</td>
</tr>
<tr>
<td>Estimated award date of contract</td>
<td>07 08 2020</td>
</tr>
<tr>
<td>Estimated contract start date</td>
<td>17 08 2020</td>
</tr>
</tbody>
</table>
4. Instructions to Tenderers

4.1 Tenderers must submit all documents as set out in Section 7 Part 1 - Part 3 no later than the return date of 12:00 (Noon) BST on 25 06 2020.

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 25MB 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 90 days from the closing date for the submission of the tenders.

4.6 The Commonwealth 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 Commonwealth 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 11/06/2020 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 Commonwealth Secretariat Terms and Conditions of Contract (as proposed in Appendix 1) 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%
   o 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:

<table>
<thead>
<tr>
<th>Using a 0 - 5 scoring system:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Unacceptable Response - No information provided or response does not address the requirement.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>4 Excellent Response - A comprehensive well evidenced submission, clearly demonstrating expertise and knowledge incorporating some value-added benefits attributes &amp; 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.</td>
<td></td>
</tr>
<tr>
<td>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/ &amp; 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.</td>
<td></td>
</tr>
</tbody>
</table>
5.6 The following formula will be applied for each question:

- Points Scored ÷ Points Available × % 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 project shall be awarded the full points, all other bids shall be awarded a percentage from the benchmark. E.g. (lowest price/other bid)*weighting = Score.

5.11 A worked example of the commercial evaluation model is provided below, using a weighting of 40% as an example.

\[
\text{Score} = \frac{\text{lowest total cost}}{\text{tenderer’s total cost}} \times 40 \text{ (maximum available marks)}
\]

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 x 40 (maximum available marks) = 40
- Bidder B Score = 3000/5000 x 40 (maximum available marks) = 24
- Bidder C Score = 3000/6000 x 40 (maximum available marks) = 20

Part 4 - Presentations

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.

This presentation stage will be scored separately. The details of the presentation brief, evaluation criteria and weightings will be issued to successful shortlisted tenderers at the time of notification if successful/shortlisted and ahead of the presentation stage.

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.
Introduction to the Secretariat

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/

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 53 Heads of Government and Ministers through advocacy, consensus-building, information sharing, analysis, technical assistance, capacity-building, and advice on policy development.

Background

The Commonwealth Secretariat’s debt management programme delivered by the Debt Management Unit (DMU) focusses on the technical assistance needs of its member countries to build capacity in debt management. As part of the debt management programme the Secretariat provides software solutions for Commonwealth and non-Commonwealth countries to manage their public debt portfolios.

The DMU launched a project to design and develop a new public debt management system, “Commonwealth Meridian”, based on state-of-the-art Microsoft .Net technologies to replace its current flagship system CS-DRMS. The new Commonwealth Meridian system incorporates comprehensive functionality required for a modern public debt management office. The system was launched in June 2019 and is currently being rolled out across our member countries.

The Secretariat is looking to enlist the services of a company to develop and implement content and related artefacts for the training of public debt managers based in our member countries. These courses should be comprehensive and engaging so as to ensure effective management of their public debt portfolios using the Commonwealth Meridian software.

The proposed course and its content for Commonwealth Meridian is based on our extensive experience in delivering face-to-face public debt management workshops and training, as well as over 5 years of lessons learned from delivering the current eLearning courses developed for our old debt management system CS-DRMS.

The eLearning suite of courses will be targeted to learners working in a debt management office or at least using Commonwealth Meridian in their work. Learners will complete the courses individually through a time-bound, self-paced programme. Learners will have significant knowledge in financial management, accounting/auditing and good IT skills.
The learners will be in two categories;

1. Learners who are responsible for recording data into Commonwealth Meridian;
2. Learners whose work will involve using the data recorded in Meridian for either reporting, process monitoring or auditing purposes.

Broadly, the eLearning courses are targeted to the learners below;

1. **Beginners** - Learners who are new to the debt management office or new in the area of work assigned to them. The assumption is that these learners will have had no training nor experience related to their area of work.
2. **Refreshers** - Learners with extensive or moderate experience in debt management and/or Commonwealth Meridian. The assumption is that these learners would had previously worked in debt management, or have attended Commonwealth Meridian training workshops/courses.

The Secretariat’s Debt Management Unit (DMU) will provide mentoring and substantial support accessible from within the eLearning course framework to compensate for the lack of direct guidance and regular feedback from an instructor during face-to-face training.

The proposed Commonwealth Meridian eLearning portal will ensure country debt managers continue to gain the same valuable/on-demand training, knowledge and capacity building provided through the current CS-DRMS eLearning portal. It shall be based on the Commonwealth Secretariat’s privately managed eLearning Portal deployed on Moodle.

The eLearning suite will consist of the following five (5) courses. The table below summarises the allocated learning time for each course/module:

<table>
<thead>
<tr>
<th>No</th>
<th>Module</th>
<th>Module Objective</th>
<th>Learning Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recording debt instruments using Commonwealth Meridian</td>
<td>Introduce the learners to all the features for recording debt instrument in Commonwealth Meridian. The course will predominantly involve simulations of the existing Commonwealth Meridian applications and some texts.</td>
<td>15 - 20 hours</td>
</tr>
<tr>
<td>2</td>
<td>Effective debt reporting using Commonwealth Meridian for Debt</td>
<td>Introduce the learners to all the reporting features in Commonwealth Meridian and how learners can use the system to facilitate and improve their reporting requirement.</td>
<td>2 - 5 hours</td>
</tr>
<tr>
<td>3</td>
<td>Using Commonwealth Meridian to improve efficiency in debt management processes</td>
<td>This course will be designed for debt office managers and other stakeholders on how they can use Commonwealth Meridian to effectively monitor and improve debt management processes.</td>
<td>2 - 5 hours</td>
</tr>
<tr>
<td>4</td>
<td>Using Commonwealth Meridian for Portfolio debt analysis and evaluation</td>
<td>Introduce the learners to all the features for formulating and implementing debt sustainability analysis and evaluation using Commonwealth Meridian.</td>
<td>10 - 15 hours</td>
</tr>
<tr>
<td>5</td>
<td>Improving internal and external debt auditing using</td>
<td>Introduces the concepts and terminology that serve as the foundation to understanding the art of managing external debt</td>
<td>2 - 5 hours</td>
</tr>
</tbody>
</table>
Course Assessment and Evaluation

Learners will assess their own progress regularly and the course should be structured to allow feedback and guidance during and after the course. Learners will also complete a summative evaluation and a knowledge and comprehension test at the completion of each module.

Specification

The following high-level specification for the portal may change after discussions with the provider prior to signing the contract. The requirements listed below are for guidance on the project’s scope, but are not considered exhaustive.

1. Review the learning objectives of the face-to-face course and develop a knowledge and skill map considering the target audience and the knowledge required;
2. Develop self-paced courses with modules outlined above;
3. Develop courses in English that can easily be translated into other languages;
4. Develop learner-friendly interface and navigational elements with e.g.
   a. Navigation buttons and easy functional links;
   b. Enhanced search function within courses/modules;
   c. Ability for learner to stop and restart course at any time;
   d. Ease of identifying course stage and navigation within modules;
   e. Show approximate time to complete each module;
   f. Accessible for learners with low bandwidth;
   g. Search for information required to complete a task or course.
5. Courses should include links to internal and external resources;
6. Make the required revisions from testing by actual learners and mentors;
7. Use texts, graphics, audio, video, quizzes, etc. to engage learners, promote interest, and support knowledge and skills acquisition;
8. Include knowledge and skills assessment tests, with completion certificate;
9. A community function for learners to share experiences as well seek assistance;
10. Monitoring - Administrators and instructors should be able to monitor learner journeys through tools, alerts, and reporting. Administrators should also be able to de-activate or re-assign courses and perform other similar tasks.
11. Analytics - The portal should integrate with and provide access to user performance data for analytics and customised reporting as per the expectation of the project team.
12. Content should be compatible with all modern browsers. Experience should be consistent across mobile and tablets via a responsive design
13. Portal should be completed and fully operational by end of the contract.

Technical Specification

The Commonwealth Secretariat currently operates and manages a cloud-based eLearning Platform powered by Moodle. Both staging and production versions of the Commonwealth Meridian eLearning Portal will be deployed to these environments. Please refer to the attached “Specifications for eLearning Content.pdf” document for technical requirements related to our hosting platform. Bidders are expected to take these technical requirements along with the standards set out in the document into consideration.
Role and responsibilities

The provider should be able to lead and take ownership of the design, development, testing, deployment, handover and maintenance phases of the project.

Key responsibilities should at a minimum include the following:

1. Assisting with the development of a work plan detailing the information gathering, planning, design, development, testing, delivery and handover of the project;
2. Assisting with finalising requirements documentation;
3. Working with the Secretariat to develop course blueprints and digital content capturing the best aspects of face-to-face training into the eLearning environment;
4. Advising on the best presentation of the eLearning content in various formats;
5. Compiling and digitising the technical course content into engaging learning modules accessible on various platforms;
6. Pilot testing / debugging to ensure the portal meets business and performance requirements specified during the requirements gathering process;
7. Assisting with deployment of the courses onto the Secretariat’s hosting platform;
8. Develop training manuals and provide training on the use of the portal;
9. Working closely with our Project Manager and designated DMU team required;
10. Ongoing research and development of industry relevant lessons learned for sharing and discussion with Commonwealth team;
11. Ongoing support and maintenance.

8 List for Deliverables/Payment schedule:

Payment 1 - 25%

1. Documentation with skills and knowledge mapping, a project plan and functional, design, and technical specifications;
2. Three (3) static UI designs to show the main screen, colours, and controls for the courses, based on the Commonwealth branding (to be provides). We will provide feedback on the overall look and feel before actual design stage;
3. Functioning version of the selected screen design, including controls, user interactions, and the framework for the courses. We will provide feedback on these deliverables before full production begins;
4. Detailed screen-by-screen script/storyboard specifications for the course, including all scripting (text, visuals, and interactions) as well as branching and programming (using a Word template) for sign off before production begins;

Payment 2 - 35%

5. Alpha and beta versions of the courses for testing, in-line with project plan;
6. Final versions of the course after all changes identified above are implemented on the beta version and following the pilot testing.
7. Content made available / accessible as independent files, and the level of sub-topics within each module, for use beyond the course itself.
8. Provide the required course files and assist with deploying the eLearning courses onto the Secretariat’s hosting platform as per the document attached in Appendix 4.

Payment 3 - 40%

9. On final approval, provide all programming, files, graphics, and source code, other supporting architecture, access credentials for the database and any relevant API keys, and other source material on USB or other media;
10. The Commonwealth Secretariat will hold the copyright to the use of all draft, intermediary and final deliverables produced as part of this assignment.
11. A comprehensive final report covering all activities, results and recommendations.

9 Contract Management

The successful provider will work closely with the Adviser and Team Leader, IT Systems within DMU, with support from other designated DMU colleagues, in-line with the monitoring and reporting requirements arrangements set out below.

We will determine and agree on timelines, project milestones and deadlines with the selected provider. We will take into consideration the provider’s ability to deliver the courses based on the requirements within a competitive timeframe.

The provider is expected to designate a Project Manager who will work in close collaboration with the Commonwealth Secretariat’s Project Manager.

10 Monitoring/ Reporting requirements

1. Project plan aligned with agreed deliverables and milestones;
2. Regular meetings with provider to clarify questions related to the project;
3. Regular testing of the developed content for legibility and completeness;
4. Other regular monitoring in-line with project plan;
5. End of project report outlining status of deliverables and recommendations.

12 Skills and experience required

The provider should have the following expertise:

1. A minimum of 5 years of demonstrable experience in successfully developing and delivering intuitive eLearning applications;
2. Proven practical experience and strong understanding of developing similar eLearning portals within the financial services sector;
3. Demonstrable experience in managing full lifecycle technology development projects;
4. Demonstrable experience in developing secure and scalable eLearning portals;
5. Proven experience working with public sector clients with similar discipline to The Commonwealth Secretariat and also private sector clients;
6. Proven experience in interactive User Interface / User Experience (UI/UX) design;
7. Proven use of authoring tools which allows for easy updates and portability;
8. Experience in training project personnel in the use of eLearning applications;
9. Ability to work under pressure and commit to deadlines and expedited project schedules with evolving timelines, where tasks are coordinated in parallel;
10. Strong technical writing and speaking English skills.
11. Proven availability of a dedicated qualified Project Manager and development team with demonstrable experience developing similar eLearning portals;
12. Demonstrable expertise in technology research and the ability to develop relevant lessons learned reports for distribution to Commonwealth Secretariat team.

13 Evaluation criteria

Quotes will be assessed based on the evaluation criteria set forth in this document.

14 Payments

Payments will be made in line with the schedule of deliverables outlined above and upon successful completion of the milestones, upon receipt of the Secretariat’s written approval of all agreed deliverables and upon submission of a compliant invoice. All invoices will be sent to accounts payable@commonwealth.int
Note - Tenderers must complete and return all tender submission documents below:

Part 1 - Tenderer Details
Part 2 - Technical Questionnaire
Part 3 - Pricing

Part 1 - Tenderer Details

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Registration Number¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address</td>
<td>Date of incorporation</td>
</tr>
<tr>
<td>Post Code</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>Email</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Reference 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
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<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Company Address</td>
<td></td>
</tr>
<tr>
<td>Dates of engagement</td>
<td></td>
</tr>
<tr>
<td>Summary description of the services provided</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Email address</td>
<td></td>
</tr>
</tbody>
</table>

1. Terms and Conditions

Please delete ‘Yes’ / ‘No’ as applicable.

(a) Please confirm that your organisation agrees to the Commonwealth Secretariat’s proposed Contract Terms and as set out in Appendix 1. If not, please state reasons (and/or complete the Legal Comments table below): Yes/No

¹ Unique Tax Reference (UTR) number or equivalent (if outside UK) if applying as Sole Trader
By submitting a response, the tenderer is agreeing to be bound by the terms of this ITT and the Secretariat’s Terms and Conditions of Contract. As such, if the proposed alternative terms in Appendix I renders proposals in the tenderer’s response unworkable, the tenderer must submit full details of the unworkable/unacceptable provisions by completing the Legal Comments Table:

Legal Comments table

<table>
<thead>
<tr>
<th>Clause/Paragraph /Schedule</th>
<th>Summary of Issue</th>
<th>Suggested Revisions</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

1.2 Code of Ethics

Please delete ‘Yes’ / ‘No’ as applicable.

(a) Please confirm that your organisation agrees to and has signed, dated and attached the Code of Ethics (see Appendix 2) | Yes/No |

1.3 Non-Disclosure Agreement

Please delete ‘Yes’ / ‘No’ as applicable.

(a) Please confirm that your organisation agrees to and has signed, dated and attached the Non-Disclosure Agreement (Appendix 4) | Yes/No |

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.
<table>
<thead>
<tr>
<th>Area</th>
<th>Level of cover expected</th>
<th>Level of cover currently held</th>
<th>Level of cover to be provided</th>
<th>Further details/limitations in liability cap incl. amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public liability</td>
<td>£10m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer’s liability</td>
<td>£5m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td>£1m</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 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?

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.

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 Commonwealth’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.

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

1.6 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)?

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
Commonwealth is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.

(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

1.7 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? Yes/No

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 Commonwealth’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.

(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

1.8 Policies/Accreditations [pass/fail]

<table>
<thead>
<tr>
<th>Policies &amp; Accreditations</th>
<th>Yes/No/N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please confirm you have a GDPR policy in place, provide details below and submit a copy of it as part of your tender response.</td>
<td></td>
</tr>
<tr>
<td>Insert answer here</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Insert answer here</td>
<td></td>
</tr>
<tr>
<td>Please confirm you have employee vetting policies and procedures in place and provide details below.</td>
<td></td>
</tr>
<tr>
<td>Insert answer here</td>
<td></td>
</tr>
<tr>
<td>Please provide details of ISO 27001-Information Security certification and any relevant accreditations, qualifications, certifications or awards you have received.</td>
<td></td>
</tr>
<tr>
<td>Insert answer here</td>
<td></td>
</tr>
</tbody>
</table>

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1.9 Experience [pass/fail]

<table>
<thead>
<tr>
<th>Experience</th>
<th>Yes/ N/A</th>
<th>No/ N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide examples/details of three clients where you have provided similar services within the financial services sector</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Insert answer here

1.10 TURNOVER/FINANCIAL STABILITY (PASS/FAIL)

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

<table>
<thead>
<tr>
<th>Previous Year</th>
<th>Year 2</th>
</tr>
</thead>
</table>

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.

1.11 COMMERCIALLY SENSITIVE INFORMATION - for completion by Tenderers

<table>
<thead>
<tr>
<th>TENDERER’S COMMERCIAL SENSITIVE INFORMATION</th>
<th>POTENTIAL IMPLICATION OF DISCLOSURE</th>
<th>DURATION OF COMMERCIAL SENSITIVE INFORMATION</th>
</tr>
</thead>
</table>

Part 2 - Technical Questionnaire (40%)

Please answer all questions:

<table>
<thead>
<tr>
<th>Number</th>
<th>Question</th>
<th>Question Weighting</th>
</tr>
</thead>
</table>
| 1      | a. With reference to the Specification of Requirements (Section 6 of the ITT), please describe how the eLearning portal will be developed; explain how the portal will be accessible to internal and external users based on open technology, specifically Moodle. Provide 2 recent examples with reference.  
   b. Describe how you would ensure that the eLearning course complies to the Shareable Content Object Reference Model (SCORM) and or the xAPI technical standard | 20% |

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c. Explain how you design would use texts, graphics, audio, video, quizzes, etc. to engage learners, promote interest, and support knowledge and skills acquisition

d. Explain how the eLearning portal will be optimised for display on mobile devices in low bandwidth environments.

**Part 3 - Pricing (60%)**

Please complete the Pricing Schedule below and submit as a separate document.

<table>
<thead>
<tr>
<th>Proposed Pricing Schedule</th>
<th>£ (Excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development</td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td></td>
</tr>
<tr>
<td>Integration/Deployment</td>
<td></td>
</tr>
<tr>
<td>Training (For internal Team)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Maintenance &amp; Support (Optional)</strong></td>
<td></td>
</tr>
<tr>
<td>Ad-hoc maintenance/support on Time Charge basis</td>
<td></td>
</tr>
</tbody>
</table>

Insert your answer here

2 Please provide links to sample/demo sites previously developed by your organisation, specifically for similar eLearning courses on the use of financial systems or applications 10%

Insert your answer here

3 **Resourcing**

To assess proven capability of a dedicated qualified Project Manager and development team with demonstrable experience developing similar eLearning portals, please provide names and CV’s of your proposed service team, location and relevant experience 5%

Insert your answer here

4 Please provide a detailed plan for the entire project with duration 5%

Insert your answer here

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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.

<table>
<thead>
<tr>
<th>Signed:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Telephone No:</td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
</tr>
<tr>
<td>Position/Status in the organisation:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
Appendices

Appendix 1 - Terms and Conditions

Download

Appendix 2 - Code of Ethics

Download
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 Framework Agreement RM3745 and Alternative/Additional Commonwealth Secretariat’s clauses 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 of Framework Agreement RM3745 and Alternative/Additional Commonwealth Secretariat’s clauses 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: