The Commonwealth

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

IN STRICT COMMERCIAL CONFIDENCE

Invitation to Tender (ITT)
For the Provision of Consultancy Services for the provision of Blockchain Feasibility Study
September 2020

Secretariat Reference Number:	**522-2020**
Return Date:	**Return Date – Noon on 21st September 2020**
Estimated Contract Award:	**October 2020**
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 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 Consultancy Services for Block chain Feasibility Study. The appointed supplier shall be awarded a contract that shall be effective for take no more than 100 person days (working days) between 23rd October 2020 and 18th December 2020.

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	07 09 2020
Clarification period closes (**"Tender Clarifications Deadline"**)	5 PM on 11 09 2020
Deadline for the publication of Secretariat's responses to tender clarification questions	15 09 2020
Deadline for submission of Tenders to the ComSec (**"Tender Submission Deadline"**)	Noon on 21 09 2020
Notification of shortlisting (including presentation details and evaluation criteria) by	28 09 2020
Issue intention to award letters	02 10 2020
Estimated award date of contract	07 10 2020
Estimated contract start date	12 10 2020

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 21 09 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 60 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 09 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 the Commonwealth Secretariat Terms and Conditions of Contract 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** **80%**

- Technical Questionnaire

5.2 **Price** **20%**

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 - 80%

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:

- 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 – 20%

5.10 Please refer to the ITT - Pricing Schedule for a full breakdown of the costs required. The lowest total price bid 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.
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 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.

Followng the completion of the evaluation of Part 3 and 4 of the Tender Response, Bidders may be invited to clarify (in written format or verbally) their bids if required. This clarification stage will not carry any weightings in its own right. A moderation will take place to finalise the evaluation scores (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 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.

Conflicts of interest
The Supplier shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with the Secretariat's best interests.

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.

Terms of Reference: Please refer to Annex 1 inserted below: File name – Blockchain Technology Feasibility Study TOR .pdf

List for Deliverables/Payment schedule:

Deliverable	Final Due Date	Payment amount
Submit basic structure and outline of content of the feasibility study report	23rd October 2020	20%
Submit first draft of feasibility study report	20th November 2020	40%
Submit final feasibility study report	18th December 2020	40%

Contract Management

The successful consultant will report to the Secretariat's Contract Manager the Head of Climate Change Mr Unnikrishnan Nair for reporting and monitoring purposes

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 **accountspayable@commonwealth.int**

7 Tender Submission Documents (ref:522-2020)

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;

Company Name		*Company Registration Number*[1]	
Company Address		*Date of incorporation*	
Post Code			

Contact Name		*Job Title*	
Telephone		*Email*	

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.

	Reference 1	*Reference 2*
Company Name		
Contact Name		
Company Address		
Dates of engagement		
Summary description of the services provided		
Telephone		
Email address		

1.1 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 Conditions as set out in	Yes/No

[1] Unique Tax Reference (UTR) number or equivalent (if outside UK) if applying as Sole Trader

	Appendix 1. If not, please state reasons (and/or complete the Legal Comments table below):	

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 per Appendix 1 and in relation to those areas of the Contract specifically highlighted below'*]. 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

Clause/Paragraph /Schedule	**Summary of Issue**	**Suggested Revisions**

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.

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-Negotiable (please state level of cover currently held)			

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.*	Yes/No
(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? *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.*	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

1.8 Policies/Accreditations [pass/fail]

Policies & Accreditations	**Yes/ No/ N/A**
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 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 answer here	
Please confirm you have employee vetting policies and procedures in place and provide details below.	

Insert answer here	
Please provide details of any relevant accreditations, qualifications, certifications or awards you have received.	
Nothing specific	

1.9 Experience [pass/fail]

Experience	Yes/ No/ N/A
Do you have at least one specific experience in the area of use of Block Chain Technology for enhanced climate action at country level. If so please provide example/details of clients where you have provided similar service	

1.10 TURNOVER/FINANCIAL STABILITY (PASS/FAIL)

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

Previous Year	
Year 2	

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

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

Part 2 – Technical Questionnaire (80%)

Please answer all questions:

Number	Question	Question Weighting

1	**Approach and Methodology** 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: 1. Understanding of the Terms of References 2. Understanding the country context and customised response in alignment with national priorities and standards. 3. Tools and instruments used to undertake study, appropriate to the country 4. Sequential steps in the methodology with clear milestones and timelines to arrive at final output 5. Mention of very specific climate vulnerable sectors/ areas that will be covered under the assessment.	30%
Insert your answer here Max of 500 Words		
2	Capability of the Consultant /Consulting Team to undertake the assignment Please outline your capabilities to undertake the assignment. Your response will be assessed based on the following criteria: 1. At least five years of experience in climate finance, climate policy with engagement with international institution(s) 2. At least three years' experience in preparation of projects around use of block chain technology for climate action 3. Experience in successful preparation of mitigation and adaptation proposals for different climate finance institutions (e.g. GCF, AF, GEF) 4. Extensive knowledge of and work experience in Small Island Developing States (SIDS) in the area of climate action 5. A demonstrable track record of undertaking analytical studies	30%
Insert your answer here Max of 500 Words		
3	Other Qualities Please provide an outline of other qualities in the following areas:	20%

	1. At least 2 international publications on use of block chain technology for climate action. 2. A well-qualified team with multi sector expertise required to undertake this assessment. Experience of working in the area of capacity building in utilising block chain technology for enhanced climate action.	
Insert your answer here Max of 500 Words		

Part 3 – Pricing (20%)

Please provice your Pricing Schedule, on the following basis

Maximum fee of: £200 per person day

Contract duration: 100 person days

Payment will be based on Milestone/Delvierables

Your financial proposal should represent value for money. It is expected to present suitable fee rates according to experience, suitable fee rates split across team members (if applicable) according to experience and workload

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:	

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

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Date: