**COMMONWEALTH SECRETARIAT**

**MARLBOROUGH HOUSE, PALL MALL, LONDON SW1Y 5HX**

**Invitation to Tender**

**For the provision of Managed Information Security Services for the Commonwealth Secretariat**

**January 2020**

|  |  |
| --- | --- |
| **Reference Number:** | **497 -2019** |
|  |  |
| **Return Date:** | **12 Noon on 31 January 2020** |
|  |  |
| **Estimated Contract Award:**  | **March 2020** |
|  |  |
| **Contact Email:** | **procurement@commonwealth.int** |

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# Introduction

* 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.
	2. This status has an impact on some of our standard terms and conditions. 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. Information about CSAT, including its governing statute and procedure are available on its website at <http://thecommonwealth.org/tribunal>.
	3. The Secretariat implements decisions agreed by Heads of Government and Ministers through advocacy, consensus–building, information sharing, analysis, technical assistance, capacity-building, and advice on policy development.

# Purpose

2.1 The Secretariat wishes to establish a contract for the provision of Managed Information Security Services for the Commonwealth Secretariat, which will be effective for three (3) years.

2.2 See specification in Section 4 for details of the services required.

# Tender Timetable

3.1 Please note the following timeline may be subject to change if required.

|  |  |
| --- | --- |
| **Activity**  | **Date** |
| Invitation to tender published | 8th January 2020 |
| Deadline for clarification questions from the bidders to be submitted by | 12:00 Noon on 21st January 2020 |
| The Secretariat publishes responses to clarification questions by | 17:00 on 24th January 2020 |
| Tender submission closing date | 12:00 Noon on 31st January 2020 |
| Clarification sessions (if required)  | w/c 17th February 2020 |
| Tender Evaluation stage until | 28th February 2020 |
| Notification of intention to Award by | 16th March 2020 |
| Contract Awarded by | w/c 30 March 2020  |
|  |  |

# Specification of Requirements

**Background and Purpose**

The Secretariats runs a hybrid infrastructure with on premise and cloud presence. Microsoft Office 365 is the core end user application for over 300 users.

The Secretariat now seeks to implement a managed information security service to supplement the cyber measures that are already in place, with the objective of having a comprehensive, overarching log repository and monitoring tool for privileged access management, intrusion detection, data loss protection, vulnerability scans and intrusion detection. The service would also serve the need for executive dashboards with key security KPIs, and access to independent expert services to interpret those if necessary.

**Service Description and Deliverables**

a) The services required are:

1. 24/7 Security Operations Centre (SOC) with automated alerts for key incidents.
2. Threat detection capabilities at perimeter, core and endpoint for on premise and cloud infrastructure.
3. Vulnerability testing for identified business critical systems
4. The ability to propose and or implement remediation measures
5. Customisable dashboards that show incidents and alerts, and are targeted both for technical ICT staff and for executive management
6. Alignment to the Secretariat’s ICT Policy and Data Privacy procedures and to international standards and best practices on Data protection including GDPR and SOC
7. Privileged access management and monitoring
8. Certified Security expert available 9am to 5pm Mon-Fri to provide advice on threats.
9. Certified Security expert available to attend onsite within 48 hours where necessary.
10. Access to research and threat intelligence
11. Centralised, encrypted syslog repository providing off-site security for event logs

b) Performance measures/monitoring arrangements

1. Online access to a dashboard that aligns with the Secretariat’s ICT and Data Privacy policies and procedures. These dashboards will be, at a minimum, customisable to meet HR requirements; Legal (Data Protection) and the ICT technical requirements.
2. Email and SMS alerts for key events
3. Company and Employee Industry certification and or Security Clearance

**KPIS’s**

1. On call availability for a Cyber Security expert with Forensic skills to attend on site where necessary within 3 working days
2. Live data availability covering at least last seven days
3. Archived Data Availability for up to 1TB data for at least 90 days with the ability to export the data to the Secretariat’s Cloud storage in a format that remains accessible.
4. 99.99% system uptime and availability

**Performance Management**

Quarterly reports with recommendations for actions to be emailed to the Contract manager – Adviser Infrastructure and Architecture

infrastructure@commonwealth.int

# Instructions for Bidders

* 1. Bidders must submit all documents as set out in Part1 – Part 5 no later than the return date of **12:00 (Noon) on 31 January 2020**
	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.

* 1. Unless indicated otherwise, all prices should be quoted in Pounds Sterling. Prices quoted should exclude VAT but you must indicate clearly where VAT is applicable and where items might be zero-rated.
	2. The Bidder 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 Bidder must also ensure that they are fully conversant with the nature and extent of the obligations should the tender be accepted.
	3. Tender Responses are to be valid for a minimum of **120 days** from the closing date for the submission of the tenders.
	4. The Secretariat reserves the right to cancel this procurement at any time during the process.
	5. Bidders shall bear all costs in completing a tender submission and taking part in the procurement process.
	6. Bidders shall not disclose details of the ITT to third parties without prior agreement from an authorised officer of the Commonwealth Scretariat.

* 1. Bidders are required to submit transparent pricing with no hidden costs or charges.
	2. The Secretariat will carry out an evaluation of the Tender Responses using the evaluation methodology described. Upon completion of the evaluation process, the Secretariat will select preferred Bidder(s) who will be taken through to award. The Secretariat reserves the right to appoint reserve preferred Bidder(s) who the Secretariat would take forward to award if any contract negotiations with the preferred Bidder(s) are unsuccessful.
	3. By taking part in this tender all Bidders commit to the following:
* Bidders 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 Bidder has done any such act.
* Bidders will not canvas or solicit any officer or employee of the Secretariat in connection with this tender submission.
* Bidders confirm that they shall automatically be subject to termination on grounds of misrepresentation and failure of duty to disclose.
	1. All queries must be in writing via the email address procurement@commonwealth.int
	2. 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.
	3. The first stage of the evaluation process shall be the evaluation of the Part 2 (Selection Questionnaire). Successful bidders will pass to the next stage of the evaluation.
	4. Parts 3 and 4 (Invitation to Tender) of the Tender Responses will then be evaluated using the scoring and weighting criteria detailed in para 6 below.
	5. A clarification stage may be used to clarify the Bidder’s submission and will not carry any weightings or scores in its own right. It will be used however, to moderate the Bidder’s ITT criteria scoring (either positively or negatively). It is envisaged that, if required, clarification sessions will take place in the week commencing **17th February 2020.** The Secretariat reserves the right to amend this timetable. Therefore, Bidders should ensure that if required to do so, they will be able to attend these meetings to clarify (if required) their Tender. Some form of practical demonstration of the solution and its capabilities may be included if considered informative and helpful.
	6. Following conclusion of the evaluation of the compliant Tender Responses and approval of the outcome, the Secretariat intends to appoint successful supplier to enter into a Contract. The Secretariat intends to use this Contract to source all of its requirements over the duration of the Contract period.
	7. The Secretariat reserves the right not to conclude any Contract as a result of the procurement process.
	8. The contract will be awarded on the basis of most economically advantageous tender ("MEAT") from the point of view of the Secretariat.
	9. The following criteria and weightings shall be applied to the Suppliers' compliant quotes submitted through the competition procedure:

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria - ranked in order of importance** | **Percentage Weightings**  |
| 1 | Quality (including approach to requirement, quality and flexibility, implementation and training, contract and energy management) | 80% |
| 2 | Price (fixed price and Rates for Emergency call outs and Consultancy) | 20% |

# Evaluation Process

6.1 Bidder Information – Part 1

6.1.1 The scoring methodology that will be applied is as follows:

**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.

6.2 Selection Questionnaire (SQ) – Part 2

6.2.1 The information supplied in the SQ response by each Bidder will be checked for completion and submission compliance with the requirements of the ITT.

6.2.2 Failure to provide the required information, make a satisfactory response to any question, or supply documentation requested/ referred to in responses may mean that the response is non-compliant and the Bidder will be disqualified from the tender process.

6.2.3 The scoring methodology that will be applied is as follows:

1. 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.
2. 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.

6.3 Invitation to Tender – Part 3 and 4

6.3.1 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most qualified and economically competitive Tenders. The Secretariat will use the evaluation criteria described below to determine if the Bidder qualifies.

6.3.2 Tenders will be assessed based on two criteria: technical and commercial. The technical criteria have been designed for the Secretariat to assess the ability of Bidders to meet the Secretariat’s requirements. The commercial criteria have been designed to ensure the most competitive pricing for the Secretariat in the event of a specific transaction. Further information on this process is detailed below.

6.4 Part 3- Technical Criteria – Scored - 80%

6.4.1 The Tenders will be scored against the technical criteria set out in Part 3.

6.4.2 The following scoring mechansim will be used to score each question in this section:

Where indicated, Technical and quality questions will be scored in line with the following scoring criteria

|  |
| --- |
| **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 has 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 Bidder’s experience and ability. The Bidder appears to have the potential to deliver as required / has met a reasonable standard and there are only minor concerns about the Bidder’s experience |
| **3** | **Good Response** – The level of detail / supporting examples gives a high level of confidence in the Bidder’s experience and ability. The Bidder 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 Bidder’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 Bidder’s experience and ability. |

The following formula will be applied for each question:

* Points Scored ÷ Points Available × % weighting
* The scores for each of the questions will be added to give a total Technical/Quality Score

6.4.3 The scores for each of the questions will be added to give a total Technical Score

6.4.4 Unanswered questions or sections that are left blank shall be awarded a 0.

6.5Part 4 - Commercial Criteria – 20%

Please refer to the Pricing Schedule for a full breakdown of the costs required.

Commercial Evaluation

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

For the purpose of evaluation, we will assume and score 4 days consultancy and 2 days emergency call out during normal working hours (9am – 5pm) and 2 days emergency call out on out of hours. This will be added to the fixed core service price and the total will be weighted at 20%

## 6.6 Part 5- Clarification Stage

## 6.6.1 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).

## 6.6.3 Bidders who are required to clarify their bids may be invited to Marlborough House for a clarification session, as relevant and as appropriate.

6.7 Prior to award, the Secretariat may wish to take up references without further communicating this request to the potential Bidder.

**7. Contract Management**

7.1 The Secretariat will actively manage the agreement by:

1. 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 the Contractor. The Contractor will be informed in writing of any change in responsibilities.
2. the Contractor is required to appoint and inform the Contract Manager of the person who is to be their account manager, who will be their point of communication and be authorised to speak on their behalf. The Secretariat’s Contract Manager must be informed in writing of any changes in the Contractor’s responsibilities.

7.2 The Contractor 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 Contractor shall notify the Secretariat of any serious complaints as soon as it is reasonably practicable.

7.3 The Contractor 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 Contractor will be notified of the defaults and the time by which they must be rectified. If performance remains unsatisfactory, the agreement may be terminated as set out in the Secretariat’s Terms and Conditions for the agreement.

7.4 The Contractor shall be responsible for invoicing the Secretariat, in accordance with the Terms and Conditions of the Contract. The invoice(s) shall be forwarded to the Contract Manager for approval.

**8. Transparency**

* 1. To help achieve greater transparency in how the Secretariat spends public funds and to help deliver better value for money, bidders 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>
	2. The information published includes (as an example): contract title, successful bidder(s) name(s), duration of contract.

**Tender Submission Documents (Ref: 497-2019)**

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

**Part 1 – Bidder Details**

**Part 2 – Selection Questionnaire (with Ethics Form attached)**

**Part 3 – Invitation to Tender - Technical Questionnaire**

**Part 4 – Invitation to Tender – Commercial Questionnaire (& Pricing Schedule)**

Part 1 – Bidder Details – for Information

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Company Name* |  |  | *Company Registration Number* |   |
| *Company Address*  |  |  | *Date of incorporation* |  |
| *Post Code* |  |  |  |  |
|  |  |  |  |  |
| *Contact Name* |  |  | *Job* *Title* |  |
| *Telephone* |  |  | *Email* |  |
|  |
| In the event of utilising a third party, on your behalf for any part of the services, please provide the full details of the proposed sub-contracted supplier: |
|
| *Company Name* |  |  | *Duration of working relationship,* |  |
| *Company Address*  |  |  | *Reason for use* |  |
| *Post Code* |  |  |  |
|  |

|  |
| --- |
| Please provide the contact details of two reference clients. The referees will not be contacted until the final stage of the tender process. Please provide references from similar international organisations or public sector bodies if possible. |
|  |
|  | *Reference 1* | *Reference 2* |
| *Company Name*  |  |  |
| *Company Address*  |  |  |
| *Post Code* |  |  |
| *Telephone* |  |  |
| *Email* |  |  |

Part 2 – Selection Questionnaire

Suitability Assessment Questions – Pass/Fail

1. **Grounds for Exclusion**

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.

1. 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** |
| 1. Conspiracy as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Corruption as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Bribery as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. The offence of cheating the Revenue as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. The offence of conspiracy to defraud as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Fraud as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Theft as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Fraudulent trading as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Fraudulent evasion as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. 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.
 |  |  |
| 1. The possession of articles for use in frauds as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Any offence considered to be Counter Terrorism as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Money laundering as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Any Sexual Offences as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |
| 1. Drug trafficking as defined by the legislative or judicial bodies in your jurisdiction.
 |  |  |

1. 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** |
| 1. 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;
 |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition;
 |  |  |
| 1. 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. Financial Information

|  |  |
| --- | --- |
| **2.1.** | **Turnover** |
| Provide details of your organisation’s turnover for the last 2 trading years.Please complete for the period of trading if less than 2 years. | Total turnover: 20XX/20XX20XX/20XX  | ££ |

Please note, the Successful Bidder will be checked for their Equifax Credit Score. Should a 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. **Employment and Human Rights**

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. **Environmental Legislation**

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 Bidders 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. **Health and Safety legislation**

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 Bidder(s) that have been in receipt of enforcement/remedial action orders unless the Bidder(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. **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 (Appendix 2)  | Yes/No  |

1. **Parent or Group Company Declaration – Pass/ Fail**

Where a Bidder intends to rely upon the turnover or technical ability of a parent or other group company as part of its ITT submission:

## The Secretariat reserves the right to request parent or group company performance/ financial guarantees from the Bidder (if successful), before entering into a Contract;

## Parent/Group Company Declaration:

|  |  |
| --- | --- |
| **Parent/ Group Company Declaration**  | **Yes/ No/ N/A** |
| Please confirm that a statement in the form set out at Appendix 3 from any parent/ group company stating that it is prepared to support the Bidder, including the provision of performance/ financial guarantees in such form as may be required by the Secretariat, is included with the ITT response.  |  |

1. 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 confirm your security adheres to Commonwealth Secretariat standards which are in line with ISO 27001: Information security management systems, and ISO 27002. Please confirm that all external communications will be secured and encrypted. |  |
| Insert answer here |  |
| Please provide details of any relevant accreditations, qualifications, certifications or awards you have received.  |  |
| Insert answer here |  |

1. **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. **Insurance requirements**

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 |
| 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.

Part 3 Invitation to Tender - Technical Questionnaire (80%)

**Technical Questions - Scored**

Please answer all questions in the spaces provided.

The indiviudal question weightings are set out in the weighting column.

|  |  |  |
| --- | --- | --- |
| **Question No.**  | **Question** | **Weighting** |
| **1** | **Approach to the requirement** | **%** |
|  | In no more than 500 words, using examples from similar organisations to ours where you have implemented the proposed solution, please state how you would approach the design of a suitable solution tailored to the Secretariat’s needs as outlined in the specification | 25 |
| Insert answer here |
| **3** | **Quality and flexibility** | **%** |
|  | In no more than 500 words, please outline the quality assurance approach to be used and describe any potential challenges that you believe could be encountered with examples of how they may be overcome | 20 |
| Insert answer here |
| **4** | **Implementation and training**  | **%** |
|  | In no more than 500 words, please give an outline plan of how you intend to manage the implementation phase of the project and how training will be provided to Commonwealth Secretariat Staff, both technical and end user | 20 |
| Insert answer here |
| **5** | **Contract Management** | **%** |
|  | In no more than 300 words, please describe your proposed approach to contract management in relation to the specification of requirements | 10 |
| Insert answer here |
| **6** | **Environmental /Energy management** | **%** |
|  | In no more than 300 words, please detail what energy efficient equipment, materials or systems would be used in your proposal during the term of this contract. Please document the projected energy savings of your proposed solutions compared with the existing equipment, systems and designs. | 5 |
| Insert answer here |

Part 4 - Invitation to Tender - Commercial Criteria (20%)

 Please complete the attached Pricing Schedule



To Note:

1. There are two parts to the Pricing Schedule:

a. Fixed Price for Core Service

b. Rate card for additional emergency and consultancy servcie (see specification of requirements

The pricing Schedule Worksheet, for completion, is available under separate cover. Please complete the Worksheet and submit as part of your tender response.

Transparent pricing must be submitted with no hidden costs. Pricing and cost must be broken down to the different elements of the services and any other costs.

Price for core service should be fixed for the three year term of the contract.

Any price increase should the storage required exceed the 1TB storage quoted or price reduction if less than the 1TB storage quoted should be stated in the commercial section of this tender. This will be for information only and will not be scored.

The rate card should include any additional services such as 1) Emergency Response to incidents during normal working hours (9am - 5pm) and out of hours and 2) Consultancy during normal working hours (9am - 5pm) which is not covered by the core service agreement in the commercial section of this tender.

For the purpose of evaluation, we will assume and score 4 days consultancy and 2 days emergency call out during normal working hours (9am – 5pm) and 2 days emergency call out on out of hours. This will be added to the fixed core service price and the total will be weighted at 20%

1. **Terms and Conditions**

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

|  |  |  |
| --- | --- | --- |
| 1A | Please confirm that your organisation agrees to the Commonwealth Secretariat’s standard terms and conditions (Appendix 1). If not, please state reasons: | Yes/No  |

Annex 1

Legal Comments Table

By submitting a Response, the Tenderer is agreeing to be bound by the terms of this ITT and the Contract Agreement save as in relation to those areas of the Agreement specifically highlighted below. As such, if the terms of the Commonwealth Secretariat Agreement render proposals in the Tenderer’s Response unworkable, the Tenderer must submit full details of the unworkable/unacceptable provisions within the Contract Agreement by completing the Legal Comments Table below.

Please note that under clause 3.3 of data protection, for the purposes of this requirement the Secretariat will have the role of both Controller and Processor.

|  |  |  |
| --- | --- | --- |
| **Clause/Paragraph /Schedule** | **Summary of Issue** | **Suggested Revisions** |
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Appendix 1 – General Terms and Conditions

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[Download](http://thecommonwealth.org/sites/default/files/inline/CommonwealthSecretariatTermsandConditionsContract.pdf%22%20%5Ct%20%22_blank)

Appendix 2 - Code of Ethics

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[Download](http://www.thecommonwealth.org/sites/default/files/inline/CodeEthicsApril2016.pdf)

# **Appendix 3 –** Parent / Group Company Statement

**To be completed by any Bidder 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 Bidder 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 Bidder 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 Bidder 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 Commonwealth Secretariats standard terms and conditions of contract for all goods and services which forms a part of the contract 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.

3.3This 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 the Commonwealth Secretariats standard terms and conditions for goods and services.

**The parties have indicated their acceptance of this Agreement by executing it below.**

**EXECUTION:**

**SIGNED** by []

duly authorised for and on behalf of the Commonwealth Secretariat

....................

Date:

**SIGNED** by []

duly authorised for and on behalf of the Recipient

....................

Date: