



The Commonwealth

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

IN STRICT COMMERCIAL CONFIDENCE

**Invitation to Tender (ITT)
For the Provision of Mobile Telephony Services for the
Commonwealth Secretariat**

April 2021

Secretariat Reference Number: 554-2021

Return Date: Return Date - Noon on 19th May 2021

Estimated Contract Award: June 2021

Contact Email: procurement@commonwealth.int

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1. Introduction

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

2. Purpose

- 2.1 The Secretariat wishes to find and appoint a suitable supplier for the Provision of Mobile Telephony Services for the Commonwealth Secretariat. The appointed supplier shall be awarded a contract that shall be effective for 4 years, with an option to extend for a maximum of 12 months.
- 2.2 See specification in Section 6- Specification of Requirements for details of the goods and 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 | 28 04 2021 |
| Clarification period closes (“Tender Clarifications Deadline”) | 5 PM on 05 05 2021 |
| Deadline for the publication of Secretariat’s responses to tender clarification questions | 07 05 2021 |
| Deadline for submission of Tenders to the ComSec (“Tender Submission Deadline”) | Noon on 19 05 2021 |
| Notification of intention to Award by | 03 06 2021 |
| Standstill period | 10 days |
| Estimated award date of contract | 15 06 2021 |
| Estimated contract start date | 28 06 2021 |

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 19 05 2021**
- 4.2 The tender documents are to be returned **by email only** to the Commonwealth Secretariat to:
Email: Procurement@commonwealth.int
NOTE: The file must be no more than 35MB per email.
- 4.3 Unless indicated otherwise, all prices should be quoted in Pounds Sterling. Prices quoted should exclude VAT but must indicate clearly where VAT is applicable and where items might be zero-rated.
- 4.4 The tenderer must ensure that they have all the information required for the preparation of the tender submission and that they are satisfied about the correct interpretation of terminology used in this documentation. The tenderer must also ensure that they are fully conversant with the nature and extent of the obligations should the tender be accepted.
- 4.5 Tenders are to be valid for a minimum of 120 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 the Tender clarification indicated date (5th May 2021) and **only** via the email address procurement@commonwealth.int
- 4.12 Prior to commencing formal evaluation, tender responses received will be checked to ensure they are fully compliant with all the instructions of this tender and clarification may be sought with regard to minor non-compliances. Non-compliant Tender Responses may be rejected by the Secretariat without further follow up. Only Tender Responses which are deemed by the Secretariat to be fully compliant will proceed to evaluation.
- 4.13 The Secretariat will carry out an evaluation of the tender bids using the weighted criteria method as described in sections below. Following all tender evaluation stages the Secretariat will select a preferred tenderer which will be taken forward to contract award.
- 4.14 By submitting a response, the tenderer is agreeing to be bound by the terms of this ITT and terms and conditions of save as in relation to those areas of the Contract specifically highlighted by completing the Legal Comments Table.
- 4.15 By taking part in this tender all tenderers commit to the following:
 - Tenderers certify that they have not canvassed or solicited any officer or employee of the Secretariat in connection with this tender submission and that no person employed or acting on behalf of the tenderer has done any such act.
 - To help achieve greater transparency in how the Secretariat spends public funds and to help deliver better value for money, tenderers acknowledge that should they

be successful certain information, except for any information which is exempt from disclosure, will be published on the Secretariat's procurement website: <http://thecommonwealth.org/procurement> The information published may include (as an example): contract title, successful tenderer name, duration of contract.

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

5. Evaluation

Evaluation - Criteria Weightings

- 5.1 **Quality** **30%**
- Technical Questionnaire

- 5.2 **Price** **70%**

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 - 30%

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

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

- 5.6 The following formula will be applied for each question:

- $\text{Points Scored} \div \text{Points Available} \times \% \text{ weighting}$

- 5.7 The scores for each of the questions will be added to give a total technical quality score.
- 5.8 Unanswered questions or sections that are left blank shall be awarded a 0.
- 5.9 No half marks will be awarded.

Part 3 - Pricing - 70%

- 5.10 Please refer to the ITT - Pricing Schedule for a full breakdown of the costs required. The lowest total price bid for the Year End External Audit 2019-20 (ComSec/CFTC/CYP) shall be awarded the full points, all other bids shall be awarded a percentage from the benchmark. E.g. (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 - Presentation

Presentations will not be required for this tender.

However, sample equipment testing for the proposed solution may be asked of the bidders. This may be used to clarify their submission and will not carry any weightings in its own right. It may be used however to moderate their technical submission (either positively or negatively).

Decision to award

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

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

A Contract award is subject to formal signature by both parties (including the satisfaction of any conditions precedent) providing all preconditions 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 54 Heads of Government and Ministers through advocacy, consensus-building, information sharing, analysis, technical assistance, capacity-building, and advice on policy development.

Background and Introduction

The Commonwealth Secretariat is in contract with a service provider for mobile voice and data services. This agreement which came into force in June 2019 was for 110 Lines.

Over the contract period, the connections billed have grown to 176 lines. This has been is due to

- a) Increased number of staff roles that need regular mobile use
- b) Travel and safety - duty of care for staff travel
- c) Increased requirement to coordinate projects and tasks within teams from home during the pandemic.
- d) Increased need for correspondence between staff and stakeholders
- e) Backup for poor internet connections at home (hotspots/tethering)

In today's Modus Operandi and online culture, staff must be reachable in order to service other business users and make quick decisions. Internal customers, vendors, and partners are now expecting instant responses to their needs. Being readily responsive to needs from anywhere, at any time, will be a strong productivity differentiator.

6.1 Core Requirements

- 6.1.1. A baseline of 176 billed connections
 - 110 voice and data Lines for UK/EU only (63%)
 - 60 Voice and data lines UK/EU with international roaming (34%)
 - 6 Data only UK/EU and Rest of the world roaming enabled (3%)
- 6.1.2. The potential to provision new connections to match the number of staff up to a maximum of 330 billed connections.
- 6.1.3. The capability to determine from time to time the number of connections to be provisioned for local (UK/EU) facility and for international roaming facility and effect this in reasonable time.
- 6.1.4. Bulk Number porting service. Total Number of Lines to be ported is 176
- 6.1.5. Shared pool model of data and minutes
- 6.1.6. Hardware (Smart Mobile handhelds) 330 with minimum single-sim capabilities ; 20 Sim-free with minimum dual-sim capabilities. Devices will be provisioned unlocked to a network
- 6.1.7. Service Management implementation (company portal enrolment with Intune) Portal(s) for reporting, billing, helpdesk
- 6.1.8. Accessibility of itemised/individual detailed bills for each user.
- 6.1.9. Provisioning Capabilities including capping while roaming, alerts on high usage and blocking of premium and selected calls; and admin capabilities to retrieve voice messages.
- 6.1.10. An appropriate range of accessories must be made available for each device offered. It is expected the accessory range will be your standard Mobile Solutions Catalogue offering
- 6.1.11. A minimum of Three (3) months' notice of obsolescence must be provided to the Secretariat on devices taken.
 - a. Details of the anticipated lifecycle for devices must be made available. These may include product upgrade paths / technology road maps to assist the Secretariat determine Upgrade options on handsets after an agreed period.
 - b. The period for warranty of a device must be a minimum of 48 months. Options to upgrade or additional maintenance costs should be included in the proposal for devices where a 48-month warranty period is not possible.
 - c. Repair and replacement services for faulty devices must be provided on the next working day following the report of a defect (notification after 12.00 noon shall be deemed to have been received on the next Working Day).

6.2 Devices

- 6.2.1. Primary Smart handset
 - a. 330 Sim-free Buy Outright devices or Contractual devices with upgrades at 24 months from the device's order date
 - b. Factory unlocked
 - c. Supports 3G and 4G; 2G and 5G bands desired
 - d. iOS 12+ /Android 10 or higher
 - e. Min 128GB storage
 - f. Lightning/charging cable (audio + MIC) with wall plug/Adapter (UK)
- 6.2.2. Smart Dual Sim model
 - a. Buy Outright 20 Sim-free devices
 - b. Factory unlocked
 - c. Supports at least 3G; 2G, 4G & 5G desired
 - d. Lightning/charging cable (audio + MIC) with wall plug/Adapter (UK)
- 6.2.3. Accessories for all hand-sets:
 - a. screen protector (fitted)
 - b. Phone casing (anti-slip/impact protector)

6.3 Voice Service

- 6.3.1. Premium Rate calls and SMS subscription services are barred unless alternatively agreed.
- 6.3.2. No bars on making or receiving International calls unless alternatively agreed
- 6.3.3. The provider should be able to cover Voice through roaming partners in the 54 Commonwealth countries, USA and Switzerland (detailed below in appendix 5).
- 6.3.4. The provider must have good and reliable coverage in the countries highlighted in Appendix A for Voice.
- 6.3.5. Answer-phone/ Voicemail call forwarding and reset capabilities from an enterprise level administration.
- 6.3.6. Minutes for calls and SMS on a pool basis/ The Inclusive Allowances applied per Connection is aggregated and pooled across the estate

6.4 Data Requirements

- 6.4.1. Pooled Data plans are required
- 6.4.2. Any data-add on plans are sought to provide necessary flexibility for the Secretariat
- 6.4.3. Bidders are expected to base their bid on an unlimited data service with a minimum 3GB allocation per line while not roaming.
- 6.4.4. There shall be no run-on rates for exceeding this allocation, although it is expected that Bidders will discuss options with the Secretariat for persistent breach of the lot.
- 6.4.5. The provider should be able to cover Data through roaming partners in the 54 Commonwealth countries, USA and Switzerland (detailed below in appendix A)
- 6.4.6. The provider must have good and reliable coverage in the countries highlighted in Appendix A for Data.
- 6.4.7. The provider must be able to activate and/or Cap Data roaming when required to do so.

6.5 Roaming

- 6.5.1. The provider must be able to activate and/or Cap Data roaming for both Voice and data when required to do so.
- 6.5.2. The provider should be able to lift the cap on any connection when required.
- 6.5.3. The provider must be able to provide an up-to-date roaming partner list to the Secretariat on a quarterly basis.

6.6 Management Information and Reporting

- 6.6.1. Bidders are required to provide comprehensive reporting to the Secretariat on their use of services and associated expenditure at no additional cost on, but not limited to:
 - a. A monthly breakdown of Usage/expenditure per connection based on
 - call type/Service Type
 - duration of call and specific destinations
 - number of SMS messages
 - data usage; Domestic, Roaming and the specific destinations.
 - b. A Quarterly report with detailing
 - total number of connections assigned to the Secretariat
 - Line Rental costs per connection
 - breakdown by type / tariff.
 - Connection date and the term of contract remaining on each connection
 - A summary of any issues associated with the connection e.g fraudulent use, aberrant use, device repairs and any complaints or request for assistance received from the end user.
 - c. On Demand Basis- Invoice summary for the billed period per service type e.g
 - Voice
 - data -domestic,
 - data- roaming
 - Line Rental

- 6.6.2. Bidders will avail a portal for the Secretariat's ICT team to generate these reports adhoc as well.
- 6.6.3. KPIs and any required SLA shall be agreed with the successful bidder prior to Contract award.

6.7 Invoicing and Billing

- 6.7.1. Bidders are required to confirm they can provide a comprehensive range of Billing options and invoicing structures subject to individual Secretariat requirements. This will include structures that allowing invoicing as a single organisation or by cost centre, department or any other grouping of users as well as individually.
- 6.7.2. The scope of Billing options available should include paper or electronic invoices to individual users through push email/Sms, e-Billing portal and P2P facilities.

6.8 Early Termination

- 6.8.1. Early termination fee for connections if applicable
- 6.8.2. No minimum revenue guarantees, or total spend guarantee is given by the Secretariat or will be accepted as part of a Bidders response.

6.9 Buy-Back Option

- 6.9.1. The provider should be able to buy back for a minimum of 110 devices and clear all data from our current (old) devices.
- 6.9.2. The provider should ensure that they are disposed of following the Waste Electrical and Electronic Equipment standards

7 Tender Submission Documents (ref:554-2021)

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

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

| | | | |
|------------------------|--|------------------------------------|--|
| <i>Company Name</i> | | <i>Company Registration Number</i> | |
| <i>Company Address</i> | | <i>Date of incorporation</i> | |
| <i>Post Code</i> | | | |

| | | | |
|---------------------|--|------------------|--|
| <i>Contact Name</i> | | <i>Job Title</i> | |
| <i>Telephone</i> | | <i>Email</i> | |

7.1.2. References

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

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

7.1.3. 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 |
|-----|---|--------|

| | | |
|--|---|--|
| | 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 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 |
|----------------------------|------------------|---------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

7.1.4. Code of Ethics

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

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

7.1.5. Non-Disclosure Agreement

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

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

7.1.6. Insurance requirements [pass/fail]

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

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

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

7.1.7. Employment and Human Rights [pass/fail]

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

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

7.1.8. Environmental Legislation [pass/fail]

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

| | | |
|-----|---|--------|
| (a) | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? <i>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Secretariat will not select Tenderers that have been prosecuted or served notice under environmental legislation in the last 3 years, unless The Commonwealth is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</i> | 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 |
|-----|--|-----------|

7.1.9. Health and Safety legislation [pass/fail]

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

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

7.1.10. Policies/Accreditations [pass/fail]

| Policies & Accreditations | Yes/ N/A | No/ |
|---|-----------------|------------|
| Please confirm you have a GDPR policy in place, provide details below and submit a copy of it as part of your tender response. Insert 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 | | |
| [insert other relevant specific requirements] [tailor e.g. Please provide details of any relevant accreditations, qualifications, certifications or awards you have received. Insert answer here | | |

7.1.11. TURNOVER/FINANCIAL STABILITY (PASS/FAIL)

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

| | |
|---------------------------|--|
| Year 1, 2020 -2021 | |
| Year 2, 2019 -2020 | |
| Year 3, 2018-2019 | |

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.

7.1.12. COMMERCIALLY SENSITIVE INFORMATION - for completion by Tenderers

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

Part 2 - Technical Questionnaire (30%)

Please answer all questions:

| Number | Questions and Response Guidance | Question Weighting |
|--|---|--------------------|
| 7.2.1. | <p>Service Support</p> <p>a) For the Standard Service Requirement, detail the services, structure and numbers of support personnel you will have in place to support Secretariat queries and issues on a day-to-day basis, including telephone-based Help Desk and other provision such as web and email-based.</p> <p><i>Response Guidance - Bidders are expected to provide the Secretariat with a service desk accessible through a variety of channels to address issues, complaints, order status and account enquiries and for the reporting of lost or stolen mobile devices. Bidders should indicate the extent to which the Secretariat will receive dedicated support, state response times to calls and emails and detail escalation procedures (ideally including customer “sign off”). Bidders should also give details of how they will assist Customers in the rationalisation of their estate including the transfer of connections to limit any cancellations as far as possible.</i></p> <p><i>Please indicate if the location of your service desk is outside the EU.</i></p> <p>b) Provide details of your organisation’s process and the methods that you will make available to keep the Secretariat abreast of service capabilities and emerging technological developments.</p> <p><i>Response Guidance - Bidders should demonstrate that they are committed to keeping the Secretariat informed of innovations and improvements to their technology and service delivery capability. This may take the form of regular seminars / technology days, addressing specific services; web enabled libraries or forums for relevant interest groups and work placement / job exchange opportunities.</i></p> <p>(500 words maximum)</p> | 5% |
| <p>Insert your answer here</p> | | |
| 7.2.2. | <p>Billing and Account Management</p> <p>a) There is a requirement for electronic Management Information (MI) facilities via an online portal. The service should take account of considerations such as:</p> <ul style="list-style-type: none"> • Ease of access • Ease of use • Provision of training and support • Monthly and quarterly reporting of MI • Customisable and ad hoc reports e.g. International numbers, premium numbers, 5 digit SMS numbers, usage compared with previous months, etc. • The supplier shall provide additional reports as reasonably requested at no additional cost. | 5% |

| | | |
|--|---|-----------|
| | <p><i><u>Response Guidance</u> - Bidders should describe the Management Information systems they offer customers for the analysis of their mobile base. Including access provisions for individual users as well as Super Users who will be able to undertake holistic analysis of the Authority's data.</i></p> <p>b) Describe in relation to the services required the eCommerce solutions that you will make available the Secretariat, which should include:</p> <ul style="list-style-type: none"> • eOrdering; • eBilling; • ePayment; and • on-line account management. <p><i><u>Response Guidance</u> - Please describe if you have successfully enabled the procurement of the services via a P2P system and provide details of how it was achieved, and the key challenges involved.</i></p> <p><i>Bidders should describe the range of inclusive e-solutions available to the Secretariat.</i></p> <p><i>Bidders should describe their approach and any current operational systems which they know they cannot successfully interface with.</i></p> <p>c) Detail any facilities available to customers to analyse call duration, volumes, patterns and expenditure and how these may be deployed. Detail how the call data can be provided (e.g. on-line or CD) and frequency.</p> <p><i><u>Response Guidance</u> - Bidders should describe any services they offer customers for analysis of call characteristics and patterns to facilitate application of policies, implementation of economies, capacity planning and detection of personal misuse. Bidders should indicate how the services are provided and supported, and the format / frequency with which call data can be provided.</i></p> <p>d) Detail any facilities available to customers to identify and facilitate payment by employees for personal usage.</p> <p><i><u>Response Guidance</u> - Bidders should describe any services they offer customers for the analysis, identification and payment of personal usage. The Secretariat is also interested in any schemes to facilitate access to preferential deals for staff for personal devices / call-plans.</i></p> <p>(800 words maximum)</p> | |
| <p>Insert your answer here</p> | | |
| <p>7.2.3.</p> | <p>Network Coverage and related services</p> <p>a) The supplier shall be required to provide adequate coverage (Data and Voice) throughout the UK, 53 other Commonwealth countries, USA and Switzerland. Where there are gaps in coverage the supplier shall be required to provide coverage on an alternative network, implement alternative solutions in agreement with the relevant customer at no additional cost to the customer or where</p> | <p>5%</p> |

| | | |
|--|--|-----------|
| | <p>coverage is agreed as inadequate subject to testing connections can be terminated and ported out without charge.</p> <ul style="list-style-type: none"> i. What measures will you take to monitor and maintain coverage provided at outset of the contract to the Secretariat throughout the Contract and connection term? ii. What measures will you take to address any new coverage or capacity issues identified during the term of the contract affecting the Secretariat, detailing technologies available and providing any indicative costs associated with their implementation? <p>b) Describe how you propose to avoid and address coverage issues, where geographical service limitations, partial or total, on your network currently apply in relation to the services required?</p> <p><i>Response Guidance - A commitment to maintain and resolve coverage issues in a transparent and cost effective manner is required. This may include proposals to agree cancellation of a connection at no cost to the customer or allowing the customer to port to an alternative supplier. Alternative carriers should be identified and their selection explained. Adequate coverage shall be considered as a minimum 3-bar of 5-bar scale (or equivalent) for both voice and data services. The ability to provide for network roaming (seeking strongest signal and / or default to an alternative network) should be discussed from technical and any regulatory perspective in your response to 2c. Coverage maps are not required.</i></p> <ul style="list-style-type: none"> c) State Inclusive Allowances and associated exclusions <ul style="list-style-type: none"> i. Voice minutes per month per connection. ii. Texts per month per connection iii. Data (GB) per month per connection d) Roaming <ul style="list-style-type: none"> iv. Can you cap roaming data? v. If so will the cap also affect Voice? vi. Can roaming add-on be applied to any connection? vii. What is the minimum time an add-on can be applied? e) Caps <ul style="list-style-type: none"> i. Is there a minimum amount to cap? ii. How quickly can a cap be lifted? iii. Can the cap be lifted even if the phone is roaming? <p>(800 words maximum)</p> | |
| <p>Insert your answer here</p> | | |
| <p>7.2.4.</p> | <p>Security</p> <ul style="list-style-type: none"> a) Describe in relation to the services required your fraud avoidance processes and how unusual calling patterns would be first detected, communicated to the customer and agreement on allocation of costs incurred agreed. <p><i>Response Guidance - Bidders should offer assistance to customers in detecting fraudulent activities, for example variations in call patterns which may result from lost or stolen equipment. Assistance may take the form of the provision of real-time alerts and provision</i></p> | <p>5%</p> |

| | | |
|--|---|----|
| | <p><i>for on-line capping of usage / expenditure by customers through eAccount management.</i></p> <p><i>Bidders should provide details of the support they offer and how potential misuse is communicated to the customer and of any protection / reimbursement offered to the customer.</i></p> <p>b) Detail any facilities available to customers to counter the receipt of unsolicited calls and text messages.</p> <p><i><u>Response Guidance</u> - Bidders should describe any facilities they offer to customers to counter against the receipt of unsolicited calls and text messages and any limitations in their ability to provide such facilities linked to customer / end user behaviour.</i></p> <p><i>Bidders should also describe any facilities they offer so that customers may lift and bar access to text information services (at an account level).</i></p> <p>(500 words maximum)</p> | |
| <p>Insert your answer here</p> | | |
| 7.2.5. | <p>Quality of service</p> <p>a) Describe how in relation to the services provided your process and methodology for the identification of network congestion, the criteria which trigger the implementation of additional capability and how the Secretariat will be informed of planned additions to coverage in their region(s) of operation and / or planned maintenance.</p> <p><i><u>Response Guidance</u> - Bidders should describe their process and methodology with regards to each network <u>utilised</u> in their delivery of services to customers including where appropriate GSM, GPRS, 4G and HSDPA.</i></p> <p>b) Describe how your organisation will ensure that the services and solutions to be delivered are compatible with a customer's existing services and/or products.</p> <p><i><u>Response Guidance</u> - Bidders should describe a process geared to the customer's needs, describing the nature and level of activity undertaken as due diligence and any elements for which the Bidder will apply direct charges. Bidders should describe the nature and level of access to customer sites, systems and personnel necessary to facilitate this process.</i></p> <p>c) Describe in relation to the standard and managed services provided how you monitor and address the root cause of any failure to meet specified service levels.</p> <p><i><u>Response Guidance</u> - Bidders should detail how breaches are identified, how they trigger alerts and how they will be notified to the Secretariat. They should also describe the process for implementing and monitoring improvements to avoid recurrence.</i></p> | 5% |

Bidders should also describe the nature and scope of remedies offered such as service credits and financial reimbursements for failures to meet service levels specified and how these will be applied to customer's accounts.

- d) Describe how your organisation would deal with customer dissatisfaction and/or complaints in relation to the services required.

Response Guidance - Bidders should provide evidence of having clearly defined policies and procedures (including escalation procedures) for dealing with customer complaints; describe how these will be implemented and monitored to ensure effective and timely response; and describe how they check progress and follow up to ensure satisfactory closure, including customer "sign off".

- e) Provide examples/details of two clients you have provided similar services in the last three years.

Projects similar to this requirement in the last 3 years

| | Project 1 | Project 2 |
|--|-----------|-----------|
| Client Organisation (name): | | |
| Client contact name and phone number for reference purposes: | | |
| Client address: | | |
| Project description (purpose and outcome) | | |
| Project management approach used | | |
| Project value (£) | | |
| Dates of contract (start date and end date): | | |

(1000 words maximum)

[Insert your answer here](#)

7.2.6.

Service Transition and Project Management

- a) Describe rigorous procedures which seek to minimise disruption to the customer and a smooth transition to the new service

Response Guidance - Bidders should describe the nature and level of access to customer sites, systems and personnel necessary to facilitate this process and the resource which they will commit.

Particular reference should be made to the assistance you will provide to the Secretariat wishing to transfer telephone numbers and devices to your network from their incumbent supplier.

It is understood that porting is a regulated area. Responses should include details of how both large and small scale porting will be planned, project managed and implemented to support the Secretariat's requirements throughout the term of the Contract.

Where porting does not go to plan through fault by Customer, Bidders should describe procedures it will trigger to get the plan on track along with Service Credits they may offer where migrations are not performed within the agreed timescales which leave the Secretariat without Service Provision.

Timeline to be provided.

5%

- b) Describe how you will provide account management for the Secretariat / account management team in relation to the Standard Service Requirement.

Response Guidance - Bidders should describe the structure and processes you will have in place to manage your relationships with the Secretariat, including the process for escalation of issues internally and with reference to specific customer concerns. Bidders are expected to address a range of topics with their customers through their Account Management function including but not limited to:-

- *Devices: availability, product life cycle, ranging of new devices and pricing;*
- *Performance against Service Levels;*
- *Network performance;*
- *Technology and Service updates;*
- *Account database changes;*
- *Changes to billing formats;*
- *Tariff optimisation and recommendations, including identification of 'zero use' connections and options to optimise accounts;*
- *Health and Safety issues;*
- *Regular account reviews and identification of significant new requirements; and*
- *Allocation / escalation of issues to other teams such as technical advisors, fraud investigation or credit control.*
- *Provision of Management information to the customer, including analysis on Customer Spend.*

- c) Describe how your organisation will seek to minimise costs and manage the service transfer process of a customer away your service at the end of this contract, and detail the procedures that are adopted

Response Guidance - Bidders should describe rigorous procedures which seek to minimise cost and disruption to the customer and a smooth transition to the new service. Bidders should describe the nature and level of access to customer sites, systems and personnel necessary to facilitate this process and the resource which they will commit.

Particular reference should be made to the assistance you will provide to the Secretariat wishing to transfer telephone numbers and devices from your network to their new supplier.

It is understood that porting is a regulated area. Responses should include details of how both large and small scale porting will be planned, project managed and implemented to support specific Authority requirements throughout the term of the Contract.

- d) **Early Termination**

Define the Early termination fee for connections, and on the basis of how it will be calculated

- e) **Buy-Back**

| | | |
|--|---|--|
| | <ul style="list-style-type: none">i. Would you be able to buy back our 3-year-old iphone 7-110pcs?ii. Can you provide a certificate that all data has been purged from each device?iii. Will the devices that are not working be disposed of following the Waste Electrical and Electronic Equipment Directive? <p>(1000 words maximum)</p> | |
| <p>Insert your answer here</p> | | |

Part 3 - Pricing (70%)

- 7.3.1. Please complete the attached Pricing Schedule (ITT 554-2021) and submit as a separate document
- 7.3.2. Should a Contract be awarded as a result of this procurement, the cost per line will remain fixed throughout the contract lifetime.
- 7.3.3. Transparent pricing must be submitted with no hidden costs
- 7.3.4. Prices quoted should be in line with the specified requirements of this tender
- 7.3.5. Pricing and cost must be broken down to the different elements of the service and must include all associated costs
- 7.3.6. The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period during which the Contract Charges shall remain fixed
- 7.3.7. The relevant adjustment shall:
 - a) be applied on the effective date of the increase in the relevant Contract Charges by way of Indexation;
 - b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
 - c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Secretariat and the Supplier shall agree otherwise;
 - d) if the CPI is no longer published, the Secretariat and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect.

Appendices

Appendix 1 - Terms and Conditions



CommonwealthSecret
ariatTermsandCondi

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

Appendix 2 - Code of Ethics

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

Appendix 3 - Parent / Group Company Statement

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

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

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

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

Appendix 4 - Non-Disclosure Agreement

Non-Disclosure Agreement

DATE: []

PARTIES:

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

AGREEMENT:

1. Definitions

In this Agreement:

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

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

“**Confidential Information**” means:

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

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

2. Term

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

3. Confidentiality obligations

3.1 The Recipient agrees and undertakes:

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

3.2 Notwithstanding Clause 3.1(a), the Recipient may disclose the Confidential Information to its officers and employees who are bound by a written agreement to protect the confidentiality of the Confidential Information.

- 3.3 This Clause 3 imposes no obligations upon the Recipient with respect to Confidential Information which:
- (a) is known to the Recipient before disclosure by the Secretariat, and is not subject to any obligation of confidentiality; or
 - (b) is or becomes publicly known through no act or default on the part of the Recipient.

4. Termination

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

5. General

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

6. Terms and conditions for goods and services

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

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

Date:

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

.....

Date:

.....

Appendix 5 - Commonwealth Country List

| <i>Countries by region</i> | | | | |
|-----------------------------|-------------------|-------------------------------|----------------|------------------|
| Africa | Asia | Caribbean and Americas | Europe | Pacific |
| Botswana | Bangladesh | Antigua and Barbuda | Cyprus | Australia |
| Cameroon | Brunei Darussalam | Bahamas, The | Malta | Fiji |
| Gambia, The | India | Barbados | United Kingdom | Kiribati |
| Ghana | Malaysia | Belize | | Nauru |
| Kenya | Maldives | Canada | Switzerland | New Zealand |
| Kingdom of eSwatini | Pakistan | Dominica | | Papua New Guinea |
| Lesotho | Singapore | Grenada | | Samoa |
| Malawi | Sri Lanka | Guyana | | Solomon Islands |
| Mauritius | | Jamaica | | Tonga |
| Mozambique | | Saint Lucia | | Tuvalu |
| Namibia | | St Kitts and Nevis | | Vanuatu |
| Nigeria | | St Vincent and The Grenadines | | |
| Rwanda | | Trinidad and Tobago | | |
| Seychelles | | | | |
| Sierra Leone | | United States of America | | |
| South Africa | | | | |
| Uganda | | | | |
| United Republic of Tanzania | | | | |
| Zambia | | | | |