



The Commonwealth

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

IN STRICT COMMERCIAL CONFIDENCE

Invitation to Tender (ITT)
For the Provision of Consultancy Services for the Evaluation of the Commonwealth
Secretariat's Consensus Building Programme

October

Secretariat Reference Number: 529-2020

Return Date: Return Date - Noon on 03-11-2020

Estimated Contract Award: December 2020

Contact Email: procurement@commonwealth.int

Table of Contents

Section	Action	Page(s)
1. Introduction	For information	3
2. Purpose	For information	3
3. Tender Timetable	For information	4
4. Instructions to Tenderers	For information	5
5. Evaluation Process	For information	6
6. Specification of requirements (SoR)	For information	9-19
7. Tender Submission Documents Part 1 - Invitation to Tender - Tenderer Details 1.1.a Terms and Conditions confirmation Legal Comments table 1.2 Code of Ethics 1.3 Non Disclosure Agreement 1.4 Insurance Requirements 1.5 Employment and Human Rights 1.6 Environmental Legislation 1.7 Health and Safety Legislation 1.8 Policies/Accredications 1.9 Commercially Sensitive Information 1.10 Turnover/Financial Stability 1.11 Commercially Sensitive Information Part 2 - Invitation to Tender -Technical Questionnaire Part 3 - Invitation to Tender -Pricing Declaration for signing	For completion and submission as part of the Tender response	20-29
Appendix 1 Terms and Conditions of Contract	For review and acceptance as part of the Tender response	30
Appendix 2- Code of Ethics (to be returned signed)	For completion and submission as part of the Tender response	31
Appendix 3 - Parent / Group Company Statement (to be returned signed)	For completion and submission as part of the Tender response	32
Appendix 4 - Non-Disclosure Agreement (to be returned signed)	For completion and submission as part of the Tender response	33-35

1. Introduction

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

2. Purpose

- 2.1 The Secretariat wishes to find and appoint a suitable supplier for the Provision of Consultancy Services for the **Evaluation of the Commonwealth Secretariat's Consensus Building Programme**. The appointed supplier shall be awarded a contract that shall be effective for **120 person days between December 2020 and June 2021**.
- 2.2 See specification in Section 6 - Specification of Requirements for details of the goods and services (including professional services) required.

3. Tender Timeline

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

ACTIVITY	DATES & TIMES
Publication of invitation to tender	14 10 2020
Clarification period closes (“Tender Clarifications Deadline”)	5 PM on 22 10 2020
Deadline for the publication of Secretariat’s responses to tender clarification questions	28 10 2020
Deadline for submission of Tenders to the ComSec (“Tender Submission Deadline”)	Noon on 03 11 2020
Notification of shortlisting (including presentation details and evaluation criteria) by	N/A
Shortlisted tenderers’ presentations	N/A
Issue intention to award letters	27 11 2020
Estimated award date of contract	11 12 2020
Estimated contract start date	16 12 2020

4. Instructions to Tenderers

- 4.1 Tenderers must submit all documents as set out in Section 7 Part1 - Part 3 no later than the return date of **12:00 (Noon) on 03 11 2020**.
- 4.2 The tender documents are to be returned **by email only** to the Commonwealth Secretariat to:
Email: Procurement@commonwealth.int
NOTE: The file must be no more than 25MB per email.
- 4.3 Unless indicated otherwise, all prices should be quoted in Pounds Sterling. Prices quoted should exclude VAT but must indicate clearly where VAT is applicable and where items might be zero-rated.
- 4.4 The tenderer must ensure that they have all the information required for the preparation of the tender submission and that they are satisfied about the correct interpretation of terminology used in this documentation. The tenderer must also ensure that they are fully conversant with the nature and extent of the obligations should the tender be accepted.
- 4.5 Tenders are to be valid for a minimum of 60 days from the closing date for the submission of the tenders.
- 4.6 The Commonwealth Secretariat reserves the right to cancel the tender at any time during the process and not to award a contract as a result of this procurement process.
- 4.7 The Tender process will be conducted to ensure that responses are evaluated fairly to ascertain the most qualified and economically competitive bids. The Secretariat will use the evaluation criteria described below to determine if the Tenderer qualifies.
- 4.8 Tenderers shall bear all costs in completing a tender submission, including attendance of any presentations required.
- 4.9 Tenderers shall not disclose details of the ITT to third parties without prior agreement from an authorised officer of the Commonwealth Secretariat.
- 4.10 Tenderers are required to submit transparent pricing with no hidden costs or charges.
- 4.11 All clarification queries must be in writing submitted by **5pm on 22-10-2020** and **only** via the email address procurement@commonwealth.int
- 4.12 Prior to commencing formal evaluation, tender responses received will be checked to ensure they are fully compliant with all the instructions of this tender and clarification may be sought with regard to minor non-compliances. Non-compliant Tender Responses may be rejected by the Secretariat without further follow up. Only Tender Responses which are deemed by the Secretariat to be fully compliant will proceed to evaluation.
- 4.13 The Secretariat will carry out an evaluation of the tender bids using the weighted criteria method as described in sections below. Following all tender evaluation stages the Secretariat will select a preferred tenderer which will be taken forward to contract award.
- 4.14 By submitting a response, the tenderer is agreeing to be bound by the terms of this ITT and the Commonwealth Secretariat Terms and Conditions of Contract save as in relation to those areas of the Contract specifically highlighted by completing the Legal Comments Table.
- 4.15 By taking part in this tender all tenderers commit to the following:
 - Tenderers certify that they have not canvassed or solicited any officer or employee of the Secretariat in connection with this tender submission and that no person employed or acting on behalf of the tenderer has done any such act.
 - To help achieve greater transparency in how the Secretariat spends public funds and to help deliver better value for money, tenderers acknowledge that should they be successful certain information, except for any information which is exempt from

disclosure, will be published on the Secretariat’s procurement website: <http://thecommonwealth.org/procurement> The information published may include (as an example): contract title, successful tenderer name, duration of contract.

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

5. Evaluation

A. Evaluation - Criteria Weightings

- 5.1 **Quality** **70%**
- Technical Questionnaire

- 5.2 **Price** **30%**

B. Evaluation Process

Part 1: Tenderer Details

The scoring methodology that will be applied is as follows:

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

Part 2: Technical Questionnaire Scored - 70 %

- 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.
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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 - 30%

5.10 Please refer to the ITT - Pricing Schedule for a full breakdown of the costs required. The lowest total price bid for shall be awarded the full points, all other bids shall be awarded a percentage from the benchmark. E.g. $(\text{lowest price}/\text{other bid}) \times \text{weighting} = \text{Score}$.

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

Score = lowest total cost / tenderer's total cost x 40 (maximum available marks)

If three responses are received and bidder A has quoted £3,000 as their total price, Bidder B has quoted £5,000 and Bidder C has quoted £6,000 then the calculation would be as follows:

Bidder A Score = $3000/3000 \times 40$ (maximum available marks) = 40

Bidder B Score = $3000/5000 \times 40$ (maximum available marks) = 24

Bidder C Score = $3000/6000 \times 40$ (maximum available marks) = 20

Part 4 - Clarification

Clarification stage following completion of evaluation of part 3 and part 4 of the tender response, bidders may be invited to clarify (in written formal or verbally) their bids if required.

This clarification stage will not carry any weightings in its own. A moderation will take place to finalise the evaluation scores.

Decision to award

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

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

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

6 Specification of Requirements

Introduction to the Secretariat

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

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

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

Terms of Reference

Evaluation of the Commonwealth Secretariat's Consensus Building Programme

TERMS OF REFERENCE

1. INTRODUCTION

The Commonwealth is a voluntary association of independent and equal sovereign states. Its special strength lies in the combination of its diversity and shared inheritance. Its members are bound together by respect for all states and peoples; by shared values and principles; and by concern for the vulnerable. The Commonwealth Secretariat in London is the backbone of the Commonwealth. It convenes summits and high-level meetings; executes mandates set by the Commonwealth Heads of Government (CHOGM) and implements strategic plans agreed by its Board of Governors representing its member states.

The Commonwealth's Secretariats power to convene member states is manifested in its high-level meetings, from CHOGM to ministerial meetings. It is considered to be a core strength of the Commonwealth in its delivery of value to member states¹. Commonwealth positions that emerge from these meetings are represented in global discussions including in the development of the SDGs, the Paris Agreement on Climate Change, G20 meetings and annual general meetings of the World Health Organisations. In recent years, the Commonwealth convening and visibility actions has helped focus attention on the issues facing small states and has

¹ Mid Term Evaluation of the 2017/18 – 2020/21 Strategic Plan, October 2019

advanced practical solutions to address national problems in education, health, trade, gender equality, human rights and sports for development.

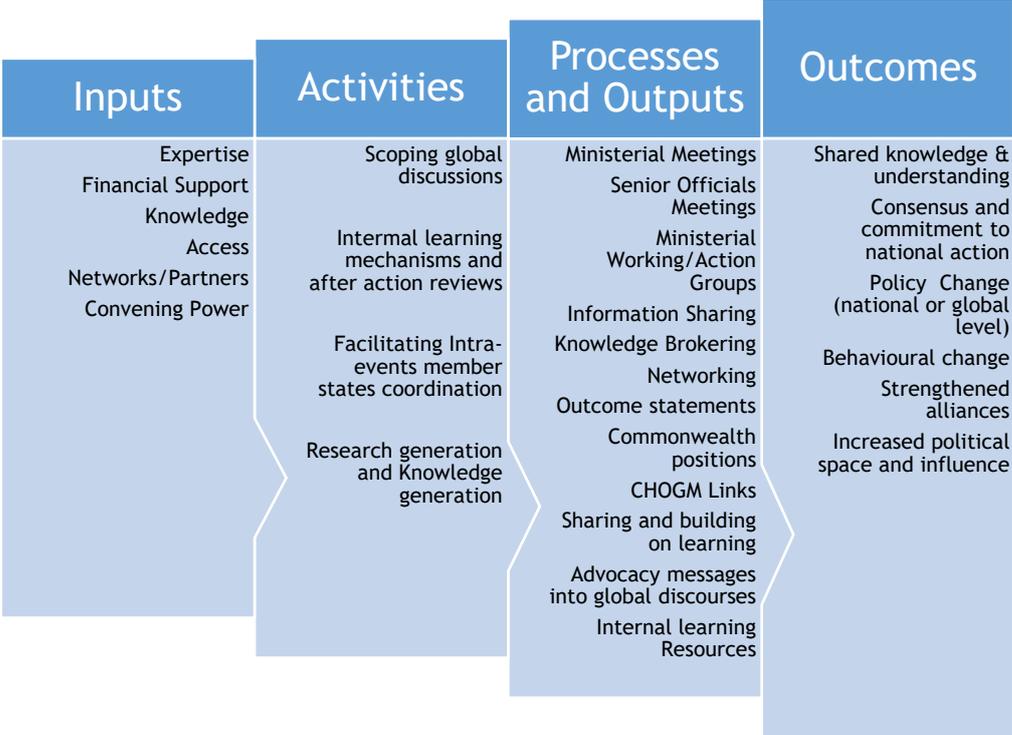
In the Strategic Plan, 2017/18 - 2020/21, *consensus building* was identified as an enabling strategic outcome undergirding the five programmatic pillars. The consensus building programme comprise nine projects, each supporting one or more programmatic outcomes². Consensus building meetings and supportive processes convene high-level officials, ministers and heads of states to discuss, share knowledge and propose responses to common issues impacting the Commonwealth broadly and/or sub-groups of member states more specifically. Meeting outcomes are agreed upon by member countries for further action. These outcomes are delivered through commitments and actions by member states, the Commonwealth Secretariat and other partners in knowledge sharing, networking and strengthened alliances, thought leadership, advocacy, and policy changes at the global and national levels.

In March 2020, the Secretariat commenced the process to develop a new strategic plan. The Annual Evaluation Plan identified a number of critical evaluations to inform the new Strategic Plan development, including the evaluation of the Consensus Building Programme. The outcome of this evaluation is also expected to inform the development of a Global Advocacy Strategy for the Secretariat.

2. PROGRAMME DESIGN AND DELIVERY

The mapping below outlines a generic programme logic for Secretariat’s consensus building programme, i.e. how the projects and actions are expected to realise the outcomes targeted. It proposes a theory-based framework that can be further validated and refined through the evaluation process.

Consensus Building Programme Logic



Overview of Operational and Management Structures

The Consensus Building projects are developed and implemented by various divisional teams across each of the three Directorates in the Secretariat. Each project is anchored by at least one major and a number of supportive processes and events that occur at various periodicities,

² See List in Annex 1.
Page 10 of 35

depending on the project. Each ministerial meeting differs in its design, composition, duration and cycle.

Consensus building projects extend beyond meetings at the levels of Heads and Ministers and also support senior officials' working spaces i.e. Commonwealth Accelerated Development Mechanism for Education, Commonwealth Action Committee on Health, Commonwealth Advisory Body on Sport. These supportive mechanisms focus on the framing, monitoring or implementation of the outcomes agreed at the leadership level. Some projects also facilitate smaller working groups of ministers i.e. Education Ministers Action Groups, Commonwealth Youth Ministerial Taskforce.

The Events and Protocol team supports the operational management of the events. Other corporate functions and programmes, including Partnerships, Gender, and Communications may also play a supporting role.

Each consensus building project is linked with a technical project delivered by the same team. *See Annex 1: Table of CB Projects*

3. PURPOSE AND USERS OF THE EVALUATION

The main purpose of the evaluation is to assess the Commonwealth Secretariat's performance in utilising its convening power, global presence, visibility and influence, in particular through its ministerial and high-level meetings, to deliver benefits to, and promote the interests and voice of, its member states. The evaluation is formative and is expected to inform discussions and planning on the organisation's advocacy strategy in the context of a new strategic plan from July 2021.

The objectives of this evaluation are to:

- Clarify the mandate and evolution of purpose of the Commonwealth's utilisation of its convening power in the CB meetings
- Inform key stakeholders on the relevance and effectiveness of convening and consensus building actions;
- Foster learning on the appropriate role and scope for convening and how to effectively select appropriate focus areas for consensus building and manage convening activities;
- Provide evidence-based lessons on *where* the CB approach worked well in generating desired outcome and where it has not;
- Assess current and potential linkages between ministerial meetings in addressing key thematic issues promoted by the Secretariat;
- Assess linkages between ministerial meetings and the bi-annual Heads of Government meetings in addressing key issues;
- Comparatively assess the Secretariat's consensus building approach with other intergovernmental and regional organisations, highlighting opportunities and lessons for strengthening organisation's advocacy role.
- Inform the development of a Global Advocacy strategy and operational guidelines for the new Strategic Planning Period (2021 - 2025).

Primary Users

There are two primary user groups of the evaluation: 1) senior management and programme leads of the Commonwealth Secretariat; 2) the Board of Governors, sector leader and heads of member states.

4. EVALUATION SCOPE AND KEY QUESTIONS

The evaluation scope will cover the two strategic periods between 2013/14 to 2020/21, a total of 8 years. This will allow for the assessment of changes within the context of various

organisational and strategic restructures. The assessment will include CHOGMs, ministerial and high-level senior meetings as well as other supportive mechanisms such as working groups. A comprehensive listing of meeting convened during the period is in Annex 2.

Key Evaluation Questions

The evaluation purpose and objectives, and the assessment of the Secretariat's performance, will be framed in line with the 2019 updated OECD/DAC Evaluation criteria³. The following proposed questions will be validated and refined by the Evaluators in consultation with internal stakeholders.

Effectiveness: How effectively has the Commonwealth Secretariat utilised its convening power to the benefits of Commonwealth member states?

1. Do the CB meetings serve the purpose for which they have been established?
2. To what extent is the Secretariat's convening power enabling the realisation of its strategic and programmatic outcomes? What unintended outcomes may have emerged, where and why?
3. Where, why and how does the Secretariat's influence in global discussions work? On which global issue(s) has the Commonwealth demonstrated effective leadership? Is the Secretariat deploying its convening powers in the 'right' issues?
4. How well does the Secretariat use its convening power to leverage members themselves, third parties, regional and global actors in driving change for its members?
5. How has/ can the Commonwealth use its global position and convening power to deliver to SDG 17?
6. How has the Secretariat's consensus building added value to positioning and linking the Commonwealth to other inter-governmental organisations at regional and international levels (for example, the AU, OIF, SADC, CARICOM, PIFS, OECS, and the UN commissions/platforms - UNFCCC, UNCSW, UNGA, UNHRC
7. To what extent has gender been mainstreamed in the CB approach and projects?

Efficiency: How well is the Secretariat utilising and managing its resources?

8. How efficiently are resources (financial, non-financial, tangible and intangible) used/ managed?
9. What measures were in place to enhance programme efficiency in the use of resources and implementation of activities?
10. How well have the delivery and operational management mechanism/processes worked?
11. How are outcome statements and actions monitored and reported? How is MEL information shared from one meeting to another?
12. How does the Secretariat facilitate learning from consensus building actions? How are these documented and actioned?

Relevance: How well do the CB projects objectives and design respond to member states' needs, policies, and priorities, and would continue to do so as the global context changes

13. Who sets the mandates for these meetings and how have these mandates evolved? Are these mandates still relevant?
14. To what extent does the Secretariat's convening power respond to the needs of member states?
15. Is the Commonwealth involved where it should be, and to the level it should be to be effective from a strategic perspective?
16. How responsive has the convening agenda been to the evolving needs of MS and the global context?

³ <https://www.oecd.org/dac/evaluation/dacriteriaforevaluatingdevelopmentassistance.htm>

17. Are there opportunities, gaps where the Commonwealth should be more deeply involved (where there is demand and we have the expertise) and it is not?

Coherence/Alignment: How well do CB projects fit within the overarching programmes and with the actions of other institutions functioning within the same context.

18. To what extent should these meetings be aligned to the CHOGM agenda? Are there efficient and relevant mechanisms in place for this to happen? How well do MM feed the CHOGM agenda or vis-a-versa? What lessons can be drawn from practices?
19. How well are the convening actions aligned with other projects delivering to the same programmatic outcomes within the Secretariat's portfolio?
20. How aligned are the CW meetings with global meetings? How aligned are the CW advocacy issues to the global agenda? What entry points exist in global discussions for addressing issues relevant to the Commonwealth and to raise the voice and visibility in particular of small states, how effective have these entry points been recognised and utilised?
21. How consistent is the CW in addressing and following up on key issues? What follow-up mechanisms exist for key issues that the Secretariat is advocating for? How are conversations around these issues developed and sustained from one meeting to another?

Impact: To what extent has the CB programme delivered to longer-term/high level social, environmental, governance and economic changes (positive or negative, intended or unintended)

22. What long-term benefits has Secretariat's use of its convening powers reaped for Member States, the Secretariat and Commonwealth Organisations?
23. How have hosting countries benefitted/ been impacted by their experience.

Sustainability

24. How likely is the identified benefits to persist over time?
25. What are the key enablers and risks to sustained benefits?

Lessons

26. What are the factors, drivers, opportunities, capacities and processes that foster effective convening and collective action?
27. How does the Secretariat facilitate learning from consensus building actions?
28. How are these documented and actioned?

5. METHODOLOGY

The evaluation will utilise the OECD/DAC evaluation criteria and the Evaluators will devise an appropriate analytical tool to inform the assessment of the underlying evaluation questions and deliver to the evaluation objectives. The approach will be largely qualitative and is therefore expected to apply a number of such methodologies to ensure a robust triangulation of findings.

The following methodologies may be applicable.

Case study: The case study methodology allows for a deep-dive analysis of select issues or stories of change. Case studies can address select global issues analysis (debt management, international finance, human rights and gender) in depth to assess the Secretariat's influence and use of its convening to channel that influence to targeted outcomes. A small number of case studies (2-4) should be developed and can incorporate targeted key informant interviews, observations, a larger number of interviews with a wide range of external stakeholders, and in-depth analysis of relevant web, bibliometric, media, and social media data.

Direct observation as convenient to the evaluation timeline and based on the scheduling a meetings in the financial year 2020/21

Possibilities in the time frame of the evaluations⁴:

1. Commonwealth Heads of Government Meeting (CHOGM), Kigali,
2. Commonwealth Ministerial Meeting on Small States (CMMSS), Kigali,
3. Commonwealth Sports Ministers Meeting (CSMM), Tokyo
4. Commonwealth Foreign Affairs Ministers Meeting (CFAMM), New York,
5. SOLM/LMSCJ, London,
6. Commonwealth Finance Ministers Meeting (CFMM), Washington DC

Interviews - Unstructured and semi-structured interviews would be informed by the evaluation questions and modified to target interviewees.

- Key Global leaders/ collaborators/ potential /Partners/ Co-hosts
- Chairs of Meetings
- Members states that have co-hosted major events
- Board of Governors - Regional Reps, Chairs
- Other Intergovernmental Commonwealth Organisations
- Civil Society/ Partners
- Secretariat staff, Programme leads, Senior Directors
- Regional and international inter-governmental Organisations

Focus Group Discussions - A small number of focus group discussions can be conducted in the wings of meetings where appropriate and convenient.

Stocktaking of main global convening initiatives/events related to the global issues areas where the Secretariat's has an active convening role.

Benchmarking of global fora approaches and outcomes of other multilateral and intergovernmental organisations

Network/Stakeholder mapping and institutional analysis can be utilised to assess the degree of the Secretariat's reach, visibility and influence globally and within select global issue spaces.

Document review of programme/corporate/operational and strategy documentation. In this regard, the evaluation will draw on relevant internal monitoring and evaluation reports including the following recently completed reports:

- The Mid-Term Review of the Strategic Plan
- The Evaluation of CFMM 2018
- Monitoring Report on the Trade Connectivity Cluster Groups
- Monitoring Report on the CLMM
- Founding documents of the various meetings in order to clearly understand the originating mandate
- Accelerating Gender Equality by Gender Mainstreaming, WAMM, 2019

Literature review - The literature review should inform a definitional framework and understanding of key concepts, as well as the status of the evidence base on the effectiveness of policy advocacy and global influencing.

6. DELIVERABLES

⁴ To be adjusted as plans are confirmed in the wake of clarifications around COVID-19 uncertainties and changes in the current global context.

- A Final Inception Report that includes a detailed evaluation framework, a work plan including confirmation of mission schedule, the evaluation methodologies that will be utilised and the perceived challenges, risks and mitigation actions that will be followed.
- A Draft Report to be shared with stakeholders for fact-checking and comments
- A Validation workshop to discuss emerging findings, and respond to comments
- A Final Draft Report incorporating the outcomes of the validation and comments
- A Final Submission of the Evaluation Report incorporating comments from the Secretariat's External Peer Reviewers.

The deliverables must be submitted to SPPDD electronically as a Microsoft Word document. The inception report is due within two weeks after the initial meetings with the Secretariat staff and the review of literature. Following the presentation of the Evaluation findings at a seminar at the Secretariat and receipt of feedback comments from the Secretariat and other stakeholders on the draft report, the consultant(s) is/are expected to submit a revised final Evaluation report within two weeks. The draft (and final) Evaluation reports must be no more than 75 pages, excluding all annexes. The copyright of the Evaluation Report shall belong to the Commonwealth Secretariat, however, consultants may be contacted to provide input to the final copy-editing phase.

7. CONFIDENTIALITY

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

8. SCHEDULE AND LEVEL OF EFFORT

The evaluation is planned to commence in December 2020. It is estimated that 120 consultant days will be needed to complete the study, including agreed fieldwork. Travel and DSA expenses related to field visits if required will be covered separately as per Secretariat's Travel Policy for external consultants. The final Evaluation Report is expected by June 2021.

9. MANAGEMENT ARRANGEMENTS

The Evaluation will be managed by the evaluation team of the Secretariat's Strategy Portfolio and Partnerships, Digital Division. In this regard, an evaluation staff member would be assigned to support the evaluation team.

A *Programme Steering Group* (PSG) will be constituted to include the project leads of consensus building projects in the Secretariat as well as representation of the Finance and Events & Protocols teams.

The Evaluation's engagement with the Steering Committee will improve ownership of and accountability for the results of the evaluation. Members will serve in an advisory capacity; their main responsibilities will be the following:

- Ensure that adequate support, input and feedback is provided in each phase of the evaluation (TOR development; Inception; Drafting; Validation; Finalisation; Dissemination and Utilisation);
- Facilitate access to key documents and contacts for potential interviewees;

- Participate in the validation workshop on findings and conclusions and assist in the finalisation of recommendations;
- A PSG member may also select to accompany the evaluation's observation mission where the member does not have a programmatic role.

10. PEER REVIEW

All of the Secretariat's Evaluations are subject to external peer review at the Final Draft Report Stage. The Peer Reviewers assessments will inform the Evaluators' finalisation of the report as appropriate to strengthen the soundness of the analysis and the quality of the Report.

11. LOCATION

Given the current impact of COVID-19, the Secretariat's planned meetings and all staff travel are on hold. Some Meetings may move to a virtual setting while others postponed. Given the time frame of the evaluation, the Evaluators should plan for completing this work remotely. However if travel restrictions are significantly lifted and convening and travel permitted, the Evaluators may be asked to physically observe meetings being held during the evaluation period.

12. CONSULTANCY REQUIREMENTS

The consultant(s)/ consultancy team should demonstrate the following:

- Substantive knowledge and experience in undertaking reviews, evaluations and critical research;
- Good understanding of global governance, the work of multilateral and intergovernmental organisations, foreign and diplomatic institutions and how they relate with member states, especially within the Commonwealth; and,
- Demonstrable experience with qualitative evaluation methodologies, including in the conduct of multi country and global reviews, and specifically in the use of approaches appropriate for advocacy, governance and coalition evaluations.
- Knowledge and experience of policy advocacy work and programming matters in global development;
- Excellent communication skills, both spoken and written English, including experience in the production of clear and concise reports for international/inter-governmental institutions, and delivery of messages to a diversified audience;
- Familiarity with Sustainable Development Goals and the international governance architecture.

13. COVID-19

The current global pandemic has transformed work in recent weeks and disrupted the travel components of plans. Evaluation planning, like most areas of work, is significantly affected and the timeline to a return to 'business-as-usual' is still unknown. With this in mind, prospective applicants are asked to ensure that their team compositions and remote working technologies are geared to support the completion of this evaluation without travel. Applicants are encouraged to reflect their adjustments in their proposed approaches and methodologies as part of their responses to the TORS and to raise any concerns or risks they foresee.

ANNEX 1: Consensus Building Projects, 2017/18 - 2020/21

Project Code	Project Name	Delivery Team
YACWG1048	Support for Consensus Building	Events and Protocol
YBCWG1014	Commonwealth Finance Minister’s Meeting (CFMM) and G20 Outreach	Economic Policy for Small States
YGCOW1025	Gender Policy Dialogue and Advocacy with Member States	Gender Section
YHCWG1020	Convening of Commonwealth Health Ministers and Senior Officials	SPD-Health
YHCWG1040	Convening of Commonwealth Education Ministers and Senior Officials	SPD-Education
YLCWG1046	Consensus Building On Rule Of Law	Rule of Law
YPCWG1032	Consensus Building	Political Division
YXCWG1012	Commonwealth Connectivity Agenda (Commonwealth Trade Ministers Meeting)	(Trade) Connectivity Section
YYPAF1024	Commonwealth Youth Programme	SPD (Youth, Sports)

ANNEX 2: List of Ministerial Meetings/High Level Meetings and CHOGMS

Financial Year	Name of Meeting	Date of Meeting	Location
2013/2014	Senior Officials of Law Ministries Meeting of Law Ministers of the Small Commonwealth Jurisdictions	Sep-13	Marlborough House, UK
	Commonwealth Foreign Affairs Ministers Meeting	Sep-13	Marlborough House, UK
	Commonwealth Ministerial Action Group	Sep-13	New York, USA
	Commonwealth Finance Ministers Meeting	Sep-13	New York, USA
	The Committee of the Whole Meeting	Oct-13	Washington, USA
	Commonwealth Ministerial Meeting on Small States	Oct-13	USA
	Pre-CHOGM Foreign Ministers Meeting	Nov-13	Marlborough House, UK
	Pre-CHOGM Commonwealth Ministerial Action Group	Nov-13	Colombo, Sri Lanka
	Commonwealth Heads of Government Meeting	Nov-13	Colombo, Sri Lanka
	Commonwealth Ministerial Action Group	Nov-13	Lanka
	3rd Global Biennial Conference on Small States	Nov-13	Colombo, Sri Lanka
	Commonwealth Ministerial Action Group	Mar-14	St Lucia
	Annual Commonwealth and Francophonie Dialogue with the G20	Mar-14	Marlborough House, UK
	Commonwealth Law Ministers Meeting	Apr-14	Washington, USA
		May-14	Gaborone, Botswana

Financial Year	Name of Meeting	Date of Meeting	Location
	Commonwealth Health Ministers Meeting	May-14	Geneva, Switzerland
2014/2015	Commonwealth Sports Ministers Meeting	Jul-14	Glasgow, UK
	Commonwealth Foreign Affairs Ministers Meeting	Sep-14	New York, USA
	Commonwealth Ministerial Action Group	Sep-14	New York, USA
	Commonwealth Finance Ministers Meeting	Oct-14	Washington DC, USA
	Regional Youth Ministers Meeting (Africa)	Feb-15	Cameroon, Africa
	Commonwealth Ministerial Action Group	Mar-15	Marlborough House, UK
	Regional Youth Ministers Meeting (Caribbean)	Apr-15	Antigua & Barbuda, Caribbean
	Annual Commonwealth and Francophonie Dialogue with the G20	Apr-15	Washington DC, USA
	Commonwealth Health Ministers Meeting	May-15	Geneva, Switzerland
	Commonwealth Education Ministers Meeting	Jun-15	Bahamas
2015/2016	Regional Youth Ministers Meeting (Asia)	Jul-15	New Delhi, India
	Commonwealth Ministerial Action Group	Jul-15	Marlborough House, UK
	Regional Youth Ministers Meeting (Pacific)	Sep-15	Apia, Samoa
	Commonwealth Foreign Affairs Ministers Meeting	Sep-15	New York, USA
	Commonwealth Finance Ministers Meeting	Oct-15	Lima, Peru
	Commonwealth Heads of Government Meeting	Nov-15	Malta
	Commonwealth Ministerial Action Group	Feb-16	Marlborough House, UK
	Annual Commonwealth and Francophonie Dialogue with the G20	Apr-16	Washington DC, USA
	Commonwealth Ministerial Action Group	Apr-16	Marlborough House, UK
	Commonwealth Health Ministers Meeting	May-16	Geneva, Switzerland
	Global Biennial Conference on Small States	May-16	Seychelles
2016/2017	Commonwealth Electoral Network	Jun-16	Trinidad & Tobago
	Commonwealth Sports Ministers Meeting	Aug-16	Rio, Brazil
	Women's Affairs Ministers Meeting	Sep-16	Apia, Samoa
	Commonwealth Foreign Affairs Ministers Meeting	Sep-16	New York, USA
	Commonwealth Ministerial Action Group	Sep-16	New York, USA
	Senior Officials of Law Ministers (SOLM) / Law Ministers of Small Commonwealth Jurisdictions (LMSMJ)	Oct-16	Marlborough House, UK
	Commonwealth Finance Ministers Meeting	Oct-16	Washington DC, USA
	Commonwealth Trade Ministers Meeting	Mar-17	Marlborough House, UK
	Commonwealth Ministerial Action Group	Mar-17	Marlborough House, UK

Financial Year	Name of Meeting	Date of Meeting	Location
	Commonwealth Health Ministers Meeting	May-17	Geneva, Switzerland
2017/2018	Commonwealth Youth Ministers Meeting	Jul-17	Uganda
	Commonwealth Foreign Affairs Ministers Meeting	Sep-17	New York, USA
	Commonwealth Ministerial Action Group	Sep-17	New York, USA Washington DC, USA
	Commonwealth Finance Ministers Meeting	Oct-17	USA
	Annual Commonwealth and Francophonie Dialogue with the G20	Oct-17	Washington DC, USA
	Commonwealth Law Ministers Meeting	Oct-17	The Bahamas
	Commonwealth Conference of Education Ministers	Feb-18	Fiji Gold Coast, Australia
	Commonwealth Sports Ministers Meeting	Apr-18	Australia
	Commonwealth Heads of Government Meeting	Apr-18	London, UK
	Annual Commonwealth and Francophonie Dialogue with the G20	Apr-18	USA Geneva, Switzerland
	Commonwealth Health Ministers Meeting	May-18	Switzerland
2018/2019	Commonwealth Foreign Affairs Ministers Meeting	Sep-18	New York, USA
	Commonwealth Finance Ministers Meeting (CFMM)	Oct-18	Bali, Indonesia Marlborough House, UK
	Cabinet Secretaries' Meeting	Mar-19	House, UK
	Global Biennial Conference on Small States	Mar-19	Samoa Geneva, Switzerland
	Commonwealth Health Ministers Meeting	May-19	Switzerland
	Commonwealth Ministerial Action Group	Sept-18 & Jun - 19	New York & London
2019/2020	Commonwealth Foreign Affairs Ministers Meeting	Jul-19 & Sep-19	UK & USA
	Women's Affairs Ministers Meeting	Sep-19	Kenya
	Commonwealth Finance Ministers Meeting	Oct-19	USA Marlborough House, UK
	Commonwealth Trade Ministers Meeting	Oct-19	House, UK
	Commonwealth Law Ministers Meeting	Nov-19	Sri Lanka
	CHOGM Liaison Committee	Dec-19	UK
	Commonwealth Ministerial Action Group	Mar-20	Virtual
	Commonwealth Health Ministers Meeting	May-20	Virtual

DELIVERABLES AGAINST PAYMENTS

PAYMENT SCHEDULE

Payments under this contract will be by delivery of results:

Payment Schedule	Deliverables
20% of contract sum	Inception Report submitted to a satisfactory standard
50% of contract sum	Draft Evaluation Report submitted and approved as satisfactory
30% of contract Sum	Final Evaluation Report submitted and approved as satisfactory

7 Tender Submission Documents (ref:529-2020)

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

Part 1 - Tenderer Details

Part 2 - Technical Questionnaire

Part 3 - Pricing

Part 1 - Tenderer Details

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

<i>Company Name</i>		<i>Company Registration Number⁵</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>	

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>		

⁵ Unique Tax Reference (UTR) number or equivalent (if outside UK) if applying as Sole Trader
Page 20 of 35

1.1 Terms and Conditions

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

- (a) Please confirm that your organisation agrees to the Commonwealth Secretariat's proposed Contract Terms and Conditions as set out in **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

1.2 Code of Ethics

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

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

1.3 Non-Disclosure Agreement

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

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

1.4 Insurance requirements [pass/fail]

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

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

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

1.5 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

1.6 Environmental Legislation [pass/fail]

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

(a)	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?	Yes/No
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	<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>	
(b)	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes/No/NA

1.7 Health and Safety legislation [pass/fail]

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

(a)	Please self-certify that your organisation has a health and safety policy that complies with current legislative requirements. Please provide a copy.	Yes/No
(b)	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? <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

1.8 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		

Please provide details of any relevant accreditations, qualifications, certifications or awards you have received.	
Insert answer here	

1.9 Experience [pass/fail]

Experience	Yes/ N/A	No/
Provide examples/details of three clients where you have provided similar services		
Insert answer here		

1.10 TURNOVER/FINANCIAL STABILITY (PASS/FAIL)

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

Previous Year
Year 2

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

1.11 COMMERCIAL SENSITIVE INFORMATION - for completion by Tenderers

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

Part 2 - Technical Questionnaire (70 %)

Please answer all questions:

Number	Question	Question Weighting
1	<p style="text-align: center;">Approach and Methodology</p> <p>Please provide your approach and methodology for undertaking this assignment in response to the Terms of Reference. Your response will be assessed based on the following criteria:</p> <ol style="list-style-type: none">1. Understanding of the Terms of References.2. Analysis of key issues related to Consensus Building relevant to the Commonwealth.3. Relevance of proposed methodology.4. Identification of limitations and risks related to undertaking the Evaluation.5. Feasibility of work schedule and budget	20 %
Insert your answer here		
2	<p style="text-align: center;">Capability of the Evaluator/Consulting Team to undertake the assignment</p> <ol style="list-style-type: none">1. Substantive knowledge and experience in undertaking reviews, evaluations and critical research.2. Good understanding of global governance, the work of multilateral and intergovernmental organisations, foreign and diplomatic institutions and how they relate with member states, especially within the Commonwealth.3. Knowledge and experience of policy advocacy work and programming matters in global development.4. Communication Skills - both spoken and written English, including experience in the production of clear and concise reports for international/inter-A	30%

Insert your answer here

3

Other Qualities

1. Experience of working in Commonwealth Member States.
2. Familiarity with Sustainable Development Goals and International Governance architecture.

20%

Insert your answer here

Part 3 - Pricing (30 %)

N.B Pricing proposal/Schedules are to be submitted as a **SEPARATE** document together with your bid submissions.

Please provide your Pricing Schedule, on the following basis

Maximum fee of: £499 per person day

Contract duration: 120 person days

Payment will be based on Milestone/Deliverables

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

DECLARATION

When you have completed the ITT, please ensure that:

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

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

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

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

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

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

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

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

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

Appendices

Appendix 1 - Terms and Conditions



[Download](#)

Appendix 2 - Code of Ethics



[Download](#)

Appendix 3 - Parent / Group Company Statement

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

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

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

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

Appendix 4 - Non-Disclosure Agreement

Non-Disclosure Agreement

DATE: []

PARTIES:

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

AGREEMENT:

1. Definitions

In this Agreement:

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

“**Terms and conditions for goods and services**” means the terms and conditions of Framework Agreement RM3745 and Alternative/Additional Commonwealth Secretariat’s clauses as specified in Appendix I of the Invitation to Tender which would form a part of the contract with the Recipient;

“**Confidential Information**” means:

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

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

2. Term

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

3. Confidentiality obligations

3.1 The Recipient agrees and undertakes:

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

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

4. Termination

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

5. General

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

provisions on jurisdiction in the Statute of that Tribunal.

6. Terms and conditions for goods and services

6.1 This Agreement is in support of and does not replace terms and conditions of Framework Agreement RM3745 and Alternative/Additional Commonwealth Secretariat's clauses as specified in Appendix I of the Invitation to Tender.

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

Date:

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

.....

Date: