

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

(IN STRICT COMMERCIAL CONFIDENCE)

## **Tender:** Commonwealth Open Data Platform

# Reference: 353-2016

Return Date:	12pm (12:00:00) Monday 11 <sup>th</sup> April 2016 (GMT)
Contract Award:	W/C Monday 9 <sup>th</sup> May 2016 (estimated)
Questions E-mail only:	FMSProcurement@commonwealth.int

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## 1. Introduction

The Commonwealth Secretariat is an international organisation with its HQ based across two buildings on Pall Mall, London. The Commonwealth Secretariat implements decisions agreed by Heads of Government and Ministers through advocacy, coalition-building, information sharing, analysis, technical assistance, capacity-building, and advice and policy development.

#### 2. General Instructions

#### 2.1 Invitation

The Commonwealth Secretariat invites companies to provide goods or services in accordance with the specification listed in Section 3 Scope of Services.

This is an open tender single stage process which will consist of four (4) rounds. Suppliers are expected to achive the minimum score either per qestion or per round, in order to be considered for the next round. You will find furher instructions in Schedule 4

Only the top three (3) scoring companies will be brouight through to Round D

The tender bid received that is deemed the most economically advantageous tender (MEAT) shall be awarded the contract, the weighted award criteria shall be based on:

• Qualitative – 60%

The sub weighting is marked in Section 4

• Price – 40%

Pricing shall be calculated as Lowest Bid (that meets the specification in full) to be afforded the full points, all Other Bids to be a percentage from the benchmark. E.g. (LB/OB)\*0.4 = Score.

 Please note, all pricing shall be considered when creating a mean average price. Any bid that is more than 30% over the budget price shall be disqualified from the process.

#### 2.2 Submission of Tenders

2.2.1 The tender documents comprising TWO bound original documents and a USB version (in an editable Microsoft Word document format) to be returned bearing no identifying marks or logos on the outer packaging/envelope, to reach The Commonwealth Secretariat no later than the deadline stated marked for the attention of:

Procurement Team - Facilities Management Section Tender Response - (Tender reference) Commonwealth Secretariat, Marlborough House, Pall Mall, London SW1Y 5HX

#### 2.3 Timeline

The dates for Stage 2 are indicative. The Commonwealth with endeavour to keep to these days, but we reserve the right to alter them if unavoidable.

(Table 1)

Milestone	Date
Deadline For Questions For Be Asked	Wednesday 30 <sup>th</sup> March 2016
Tender Documents Returned To Commonwealth	Monday 11 <sup>th</sup> April 2016
<ul> <li>Presentations Begin</li> <li>Bidders Are Expected To Have Their Staff Available For Presentation</li> </ul>	Tuesday 19 <sup>th</sup> April 2016
<ul> <li>Presentations End</li> <li>Bidders Are Expected To Have Their Staff Available For Presentation</li> </ul>	Wednesday 20 <sup>th</sup> April 2016
Preferred Bidder Is Announced	Tuesday 26 <sup>th</sup> April 2016
Contract Begins	Wednesday 11 <sup>th</sup> May 2016

Tenders received after this deadline will not be considered.

- **2.3.1** 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.
- **2.3.2** The Commonwealth Secretariat is not exempt from VAT, where it is chargeable it will be added to the total cost and be considered as the total cost of your tender bid.
- **2.3.3** You should submit your offer based on the Section 3 Scope of Services below.
- **2.3.4** It is incumbent on you to ensure that you have all the information required for the preparation of your tender and that you are satisfied about the correct interpretation of terminology used in this documentation. You must also ensure that you are fully conversant with the nature and extent of the obligations should your tender be accepted.
- **2.3.5** Tenders are to be valid for a minimum of *120 days* from the closing date for the submission of the tenders.
- **2.3.6** The Commonwealth Secretariat reserves the right to cancel the tender at any time during the process for lack of response or for other reasons deemed appropriate by The Commonwealth Secretariat.
- **2.3.7** The Commonwealth Secretariat does not undertake to accept the lowest tender and reserves the right to accept any part or all of any tender or tenders.
- **2.3.8** The Contractor is required to complete the Schedule 2b using the formatting provided (additional lines may be added) using fixed costs based on a break down. Where assumptions are made, these must be clearly documented so that

where amendments may be necessary, the contract price is adjusted in a transparent manner.

- **2.3.9** The Secretariat will carry out an evaluation of the tender bids using the weighted criteria method as described in section 2.1. The Secretariat will select a Preferred Bidder which will be taken forward to contract award. The Secretariat reserves the right to appoint a Reserve Preferred Bidder which The Secretariat would take forward to contract award if any contract negotiations with the Preferred Bidder are unsuccessful.
- **2.3.10** Award of contract may be subject to negotiations of a menial nature with the Preferred Bidder at the sole and absolute discretion of The Secretariat. Such negotiation would be limited to contract terms as identified in the tender bid or any other matter as required by the Secretariat.
- **2.3.11** The Secretariat reserves the right to terminate any negotiations at any time for any reason. If negotiations with the preferred bidder cannot be settled within 30 days of award of contract, The Secretariat may choose to invoke the Reserve Preferred Bidder for award of contract instead.
- **2.3.12** The Secretariat will decide on the award of contract following successful negotiations (if any).
- **2.3.13** The Contract prices and rates are not subject to change during the contract period.
- **2.3.14** By taking part in this tender all bidders commit to the following:

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Secretariat in connection with this tender submission / award of this Contract or any other Contract or proposed Contract for goods / services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvas or solicit any member officer or employee of the Secretariat in connection with this tender submission / the award of this Contract or any other Contract or proposed Contract for Services and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We hereby confirm that should such person act as described my/our Contract shall automatically be subject to termination on grounds of misrepresentation and failure of my/our duty to disclose.

#### 2.4 Contact for further information

Should have any reason to contact us, you should email your question to the following email address -

FMSProcurement@commonwealth.int

All queries must be in writing.

Questions and replies will be circulated to all parties who are partisipating in the tender exercise. The source of the query will not be identified.

## Schedule 1 - Basic Contractor Information

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

Company Name	Legal Status
Company Address	Date of incorporation
Post Code	

Telephone Email

gistered offices are not in London, ve details of the office that is:	
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In the event of utilising a third party, on your behalf for any part of the services, please provide the full details of the secondary supplier including but not limited to name, address, duration of working relationship etc.

Company	Duration of	
Name	working relationship,	
Company Address	reason for use	
Post Code	Any other relevant information:	

Those wishing to be considered should provide a statement disclosing their audited annual turnover / turnover per annum for the past three (3) years.

	Year 1	Year 2	Year 3
Organisation Annual Turnover			

Please provide the contact details of three reference clients with whom you provide similar Services required by The Commonwealth Secretariat in the boxes below. - The referees will not be contacted until the final stage of our tender process. Experience of working with international organisations or public sector bodies would be an advantage.

	Reference 1	Reference 2	Reference 3
Company Name			
Company Address			
Post Code			
Telephone			
Email			

#### Schedule 1.1 Suitability Assessment Questions

#### Grounds for Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

1.1.1 With in the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?

Pleas	Please Mark 'X' In The Relevant Box				
(a)	Conspiracy as defined by the legislative or judicial bodies in your jurisdiction.				
(b)	Corruption as defined by the legislative or judicial bodies in your jurisdiction.				
(c)	Bribery as defined by the legislative or judicial bodies in your jurisdiction.				
(d)	The offence of cheating the Revenue as defined by the legislative or judicial bodies in your jurisdiction.				
(e)	The offence of conspiracy to defraud as defined by the legislative or judicial bodies in your jurisdiction.				
(f)	Fraud as defined by the legislative or judicial bodies in your jurisdiction.				
(g)	Theft as defined by the legislative or judicial bodies in your jurisdiction.				
(h)	Fraudulent trading as defined by the legislative or judicial bodies in your jurisdiction.				
(i)	Fraudulent evasion as defined by the legislative or judicial bodies in your jurisdiction.				
(j)	Destroying, defacing or concealing of documents or procuring the execution of a valuable security as defined by the legislative or judicial bodies in your jurisdiction.				
(k)	The possession of articles for use in frauds as defined by the legislative or judicial bodies in your jurisdiction.				
(l)	Any offence considered to be Counter Terrorism as defined by the legislative or judicial bodies in your jurisdiction.				

(m)	Money laundering as defined by the legislative or judicial bodies in your jurisdiction.	
(n)	Any Sexual Offences as defined by the legislative or judicial bodies in your jurisdiction.	
(0)	Drug trafficking as defined by the legislative or judicial bodies in your jurisdiction.	

- 1.1.2 In relation to the questions set out in 8.8 below the Secretariat may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (j);
- 1.1.3 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.

Pleas	se Mark	'X' In The Relevant Box	Yes	No
(a)	your	organisation is bankrupt or is the subject of insolvency or		
	windi	ng-up proceedings, where your assets are being		
	admi	nistered by a liquidator or by the court, where it is in an		
	arran	gement with creditors, where its business activities are		
	suspe	ended or it is in any analogous situation arising from a		
	simila	ar procedure under the laws and regulations of any State;		
(b)	your	organisation is guilty of grave professional misconduct,		
	whick	n renders its integrity questionable;		
(c)	-	organisation has entered into agreements with other		
	econo	omic operators aimed at distorting competition;		
(d)		rior involvement of your organisation in the preparation of		
	-	rocurement procedure has resulted in a distortion of		
	comp	etition		
(e)	your	organisation has shown significant or persistent		
	defic	iencies in the performance of a substantive requirement		
	unde	r a prior contract with a contracting entity, or a prior		
	conce	ession contract, which led to early termination of that		
	prior	contract, damages or other comparable sanctions;		
(f)	your	organisation—		
	(i)	has been guilty of serious misrepresentation in supplying		
		the information required for the verification of the		
		absence of grounds for exclusion or the fulfilment of the		
		selection criteria; or		
	(ii)	has withheld such information or is not able to submit		
		supporting documents?		
(9	g)	your organisation has undertaken not to		

	(i)	unduly influence the decision-making process of the Commonwealth, or	
	(ii)	obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	
(j)	inforr	organisation has negligently provided misleading mation that may have a material influence on decisions erning exclusion, selection or award.	

#### 1.2 Compliance with Equality Legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

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

#### 1.3 Compliance with Environmental Management legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

(a)	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the 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.	□ Ye	
	The Secretariat will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless The		

	Commonwealth is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	
(b)	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	□ Yes □ No

#### 1.4 Compliance with Health and Safety legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

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

## Schedual 2a - Price Proposal: 353-2016

(To be completed by Contractor)

On the basis of the outcome of the Tender bid, The Commonwealth Secretariat will offer a contract to Contractor selected. It is important that this section is completed in the format requested as it will form part of the contract. In the event of the Contractor utilising a third party on its behalf, for any part of their services, the Contractor must provide full details of the secondary Contractor including, but not limited to, name, address, duration of working relationship. If more than one sub-contractor is used, please provide this detail in the same format on a separate sheet.

Contractors Company Name:	
Address in	
London:	
Third Party Details:	
Total cost of tender bid without VAT in GBP:	
Cost of the VAT in GBP	
Total cost of	
tender bid with VAT in GBP:	
Signed:	
Date:	
Namai	
Name:	
in the capacity of:	
Name of Company:	

## Schedule 2b - Alternative Proposal

• This is not applicable

## Schedule 3 - Scope of Services

#### 3.1 Background

The Commonwealth Secretariat provides guidance on policy making, technical assistance and advisory services to Commonwealth member countries. We support governments to help achieve sustainable, inclusive and equitable development.

Our work promotes democracy, rule of law, human rights, good governance and social and economic development. We are a voice for small states and a champion for youth empowerment.

Priority areas of work are agreed at Commonwealth Heads of Government Meetings, which occur every two years. The next summit is in the United Kingdom in 2018.

Our vision is to help create and sustain a Commonwealth that is mutually respectful, resilient, peaceful and prosperous and that cherishes quality, diversity and shared values.

#### 3.2 Objectives

The Commonwealth Secretariat has embarked upon an Enterprise wide Transformation program which seeks to leverage the power of current state of the art technologies to realise the goals outlined in The Commonwealth Strategic Plan 2013/14 - 2016/17.

Central to this goal is the establishment of an Open Data Platform which would greatly simplify the collation, analysis and publication of structured data that is produced by our disparate departments. This would increase insight into the work done within the secretariat and bring significant value to the corpus of work produced by the Secretariat.

## 3.3 Organisational scope and context

Please refer to the specification document

#### 3.4 Contract performance

Please refer to the specification document

#### 3.5 Standards and Quality

Please refer to the specification document

#### 3.6 Continuous improvement

Please refer to the specification document

## 3.7 Schedule of Payment

- **3.7.1** 40% Engagement fee after Contract Signature and agreement of requirements specification and design document;
- **3.7.2** 50% after successful software installation, and acceptance of UAT; and
- **3.7.3** 10% move to production, handover, documentation.

## Schedule 4 - Contractors Tender Submission

#### Round A - Suitability Questions

Bidders are requested to complete the suitbiltiy questions listed below.

Number	Question	
A1	Does your organisation have five (5) years' experience of	□ Yes
	developing and deploying highly scalable open data platforms?	🗆 No
A2	Does your organisation have experience working with service	□ Yes
	delivery (as opposed to product) organisations?	🗆 No
A3	Does your platform offer an open API that is supported by a strong	□ Yes
	community of developers and/or comprehensive documentation?	🗆 No
A4	Does your platform API support JSON, XML and .NET?	□ Yes
		🗆 No
A5	Do you have experience in using CMMI or an equivalent framework	□ Yes
	for product and service development?	🗆 No
A6	Do you have a provable track record in working with International	□ Yes
	Organisations?	🗆 No

If you have answered No to any of the questions in Round A. you should not proceed any further with this tender submission as you have failed this round.

#### Round B - Suitability Questions Method Statement Questions

Unanswered questions or sections that are left blank shall be considered an incomplete bid and shall be disqualified.

Bidders must achieve a minimum score of 2 per question in Round B in order to pass through to Round C.

- 0 Auto Disqualification Does not meet the specification or has not responded to the question.
- 1 Low Fit Meets most of the specification, but is missing in areas.
- 2 Fit Meets the specification as required.
- 3 Good Fit Meets all of the specification well and exceeds expectations in some areas.
- 4 Excellent Fit Exceeds expectations in most or all areas.

Number	Question		
B1	In no more than 500 words, please describe three examples of recently		
	developed Open Data Protocol projects for International Organisations/Non-		
	Governmental Organisations in development. In your responses be sure to		
	include a rationale for the build architecture deployed.		
	Insert your answer here		
B2	In no more than 500 words, please describe how your system enriches the data		
	of an organisation.		
	Insert your answer here		
B3	In no more than 500 words, please describe a generalised component schema of		
your Open Data Platform as per our project specifications.			
	Insert your answer here		

B4	In no more than 500 words, please describe your Open Data Platform Security model and integrations
	Insert your answer here
B5	In no more than 500 words, please outline the web presentation capabilities and third party integration of your Platform
	Insert your answer here
B6	In no more than 500 words, please describe how your system menitors
DO	In no more than 500 words, please describe how your system monitors administrative analytics.
	Insert your answer here
B7	In no more than 500 words, please describe the level of API support available
57	for third party developers who seek to use your system. Please include examples of such use.
	Insert your answer here
B8	In no more than 500 words, please give an overview of your system's support for each of the following:
	<ol> <li>Mobile device rendering of data (including administrative access)</li> <li>Geospatial (mapping) engines</li> </ol>
	Insert your answer here
B9	In no more than 500 words, please give an overview of the hosting model(s)
07	available for your system.
	Insert your answer here
B10	In no more than 500 words, please describe the data storage capabilities of your
	system.
	Insert your answer here
B11	In no more than 500 words, please give three examples to support the argument
	that your platform scales well.
	Insert your answer here

#### Round C - Method Statement Questions

The questions below are worth 35% percent towards the total score. The individaal weighting shall be as set out in the Weighting column.

Unanswered questions or sections that are left blank shall be considered an incomplete bid and shall be disqualified.

- 0 Auto Disqualification Does not meet the specification or has not responded to the question.
- 1 Low Fit Meets most of the specification, but is missing in areas.
- 2 Fit Meets the specification as required.
- 3 Good Fit Meets all of the specification well and exceeds expectations in some areas.
- 4 Excellent Fit Exceeds expectations in most or all areas.

Number	Question	Weighting
C1	In no more than 1000 words, please describe how you would approach this project, its component phases, project management methodology and reporting strategy.	15%
	Insert your answer here	
C2	In no more than 300 words, provide a timeline/indicative plan for the project with your expected start and finish dates and any risks you anticipate may hinder successful delivery.	5%
	Insert your answer here	
C3	In no more than 500 words, provide us with a description of the project team inclusive of roles and responsibilities.	10%
	Insert your answer here	

#### Round D - Presentation

The presentation is worth 30% percent towards the total score. The individaal weighting shall be as set out in the Weighting column.

The top three (3) scoring suppliers will be invited to give a presentation to the evaluation panel. This may be provided in person in London or via online conferencing.

The Presentation Brief	
Present a recent past project (completed within the last 24 months) in terms of the following:	
Project Discovery	
Design	30%
Functional Development	
Testing	
Project Management	

## Schedule 5 - Standard Terms and Conditions

• Please the Commonwealth Secretariat standard terms and conditions of contract on the procurement webpage.

http://thecommonwealth.org/procurement

## Schedule 6 - Contract Period

The Contract shall be effective from the issue date of a purchase order. The project is expected to be completed within 7 weeks. For a vendor-hosted / Software as a Service (SaaS) solution the initial contract period is 12 months.

The Contract may be extended two times, each time by an additional 12 months for a maximum contract period of 3 years.

The Contract extensions are subject to satisfactory service delivery and the budget availability to the Secretariat.

## Schedule 7: - Key Performance Indicators

• Not Applicable