TENDER ANNOUNCEMENT

Tender title:	Establishment of the Online Learning Management Solution (LMS) Platform and Development of online tools for education and assessment
Duty Station:	Home-based
Eligibility:	Legal entities[1]
Language:	English
Contract type:	Framework Agreement
Contract Maximum Value:	€30.300
Application deadline:	March 13, 2022, (23:59 CET)
Estimated starting date:	ASAP
Ending date:	1 year following publishing of online tools
Applications to be submitted to:	vacancy@rai-see.org

1. BACKGROUND AND JUSTIFICATION

Regional Anti-corruption Initiative (RAI) is an intergovernmental regional organization comprised of nine member countries from South East Europe (SEE): Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Moldova, Montenegro, North Macedonia, Romania and Serbia; and three observers: Poland, Georgia and Slovenia. Kosovo[*] institutions are the beneficiary of RAI activities.

RAI's mission is to lead regional cooperation to support anti-corruption efforts by providing a common platform for discussions through sharing knowledge and best practices. RAI acts as a regional hub through which governments of the region combine their efforts to help curb corruption in the SEE. RAI is implementing its mission in collaboration with partners in the SEE and beyond, including the Central European Initiative (CEI). With the CEI support, RAI is developing online anti-corruption knowledge resource aiming to support public institutions in SEE in implementing their missions.

RAI Secretariat is implementing a 3-year regional program *'Breaking the Silence: Enhancing the whistleblowing policies and culture in Western Balkans and Moldova'*, funded by European Union (hereafter: the project). The project covers the geographical scope of Albania, Bosnia and Herzegovina, Kosovo[*], Moldova, Montenegro, North Macedonia and Serbia. The project implementation period is April 2020 – March 2023. An overarching purpose of the project is to help

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[1] Legal entities in accordance with the Nationality rule of PRAG.

[*] This designation is without prejudice to positions on status, and is in line with UNSC 1244 and the ICJ Opinion on the Kosovo Declaration on Independence

RAI partners in the governmental and non-governmental sector to: 1. improve the disclosure channels and protection mechanisms for whistleblowers, by strengthening the legislative framework and institutional arrangements, 2. strengthen the capacity of civil society to support whistleblowing through public policy advocacy, public education, legal aid and other support to whistleblowers, and 3. enhance the public awareness, especially of youth, about the importance of whistleblowing in the fight against corruption and educate the public about whistleblower protection mechanisms. This project is built upon RAI's previous experience in improving whistleblowing practices, as well as results achieved to date in the region.

2. ASSIGNMENT

For the purpose of establishment of its Learning platform and implementation of project activities, RAI Secretariat seeks to design, develop, and launch the E-Learning Tools, including:

1. Establishment and maintenance of the Online Learning Management Solution (LMS) platform
2. Development and publication of the four (4) language versions of the online "Self-assessment tool for public institutions to assess their human resource/organizational capacity to handle whistleblowing reports efficiently and effectively" (hereinafter: Online self-assessment tool)
3. Development and publication of seven (7) online tools for public legal education on whistleblower reporting channels and protection mechanism (hereinafter: PLE tools) for the jurisdictions of Western Balkans and Moldova;
4. Development and publication of the online course on "Corruption Risk Assessment: guiding principles, best practices and common problems" (hereinafter: CRA course)

1. Online Learning Management Solution (LMS) platform

Online LMS platform will be established, as a prerequisite for publication of online courses/tools.

Functional requirements for the LMS platform:

a) A single robust, secure and integrated system for creating and managing personalised learning environments,
b) Visually aligned to the official RAI website www.rai-see.org,
c) Integrated with the official RAI web site to the extent possible (with the focus on seamless user experience),
d) Made accessible through a designated rai-see.org subdomain,
e) A simple interface, drag-and-drop features, and well-documented resources, along with options for Platform improvements,
f) Reporting and analytics functionalities (individual, course/tool level, platform-wide), providing easy-to-generate reports by the RAI Secretariat. The reports shall feature, but not be limited to gender disaggregation, country of origin disaggregation, institution and job post disaggregation in presenting course/tool level and platform-wide reports, course/tool level and platform-wide statistic overviews, course/tool progress (individual and summary), average time spent on tool/course between start and completion (active and overall).
g) High flexibility in customization ability (user interface, design, content – video/ audio/ PDF/ presentations/ questionnaires/ quizzes /other),
h) Different user roles (attendees, different levels of administrators),
i) Easy accessibility and consistency across different web browsers and devices,
j) Availability of course completion certificates (including design, automated generating and email delivery),
k) Ability to limit enrolment time in individual courses (e.g. 30 days after initial enrolment)

l) The Shareable Content Object Reference Model (SCORM) tool that enables effective and efficient online assessment and training, as well as compatibility between eLearning/Self-assessment content and LMS.
m) Easy distribution of its content to the LMS, option of saving the data from learner interactions, option for print of course contents, certificates and similar,
n) Although the online platform will have open accessibility, it is expected that no more than 30 users will be active at the same time,
o) Enabled notifications for course/tool users (registration, course start, progress and completion),
p) Searchability of the platform content,
q) Enables protection of personal data in line with GDPR,
r) Internal communication channels will not be enabled. Any contact with RAI and its experts will be limited to email communication (info@rai-see.org),
s) Platform will be made available in English language,
t) The platform will primarily provide user-paced courses,
u) The structure of the platform must be developed and planned for future upgrades with new functionalities that should accompany the documentation of the code and the development of the platform after the development of the core platform related to this contract.

2. Online self-assessment tool

RAI will provide the subject-matter content for the Online self-assessment tool. The Online self-assessment tool will enable an organization to assess whether it fulfils human resource and organizational requirements to enable an effective and efficient response to a whistleblower report, such as:

- the independence of the position(s) of a person responsible for handling whistleblower reports
- qualifications and skills required for the position(s);
- the confidentiality of the identity of the whistleblower, as a measure to prevent retaliation;
- public information and advice to whistleblowers;
- adherence to deadlines;
- collaboration with investigating/prosecuting institutions and courts (in cases of judicial protection of whistleblowers);
- the provision of feedback to whistleblowers on his/her report and public reporting;
- publication of data on the number of cases, and information on how many were resolved in what time frame) and similar.

The Online self-assessment tool will also provide guidance on how to address the identified human resource and organizational inconsistencies and limitations to respond efficiently and effectively to whistleblowing.

RAI will produce the subject-matter content in the English language for the Online self-assessment tool. The content will consist of one or more questionnaires through which a public institution or organization will be able to identify its organizational strengths and shortcomings to respond to whistleblower reports efficiently and effectively. Additionally, the content may include the following options for the users (public institutions or organizations which carry out the self-assessment): 1) to cite documents – law, bylaw, policy document in support of the provided answer to the question, 2) to note barriers to meet the requirement noted in the questionnaire (s), which will help them identify the required measures/assistance to remove the barriers – amendments to laws, training, budget and similar, 3) to look at model solutions/guidance on how to fulfil the noted requirements and similar.

The Contractor will develop this tool based on the provided content, and publish the online tool on the LMS platform, in English language and languages used in the region (Albanian, Bosnian/Croatian/ Montenegrin/Serbian, Macedonian, and Romanian).

The service will entail the translation of the tool's content from English into the indicated languages, as well as adaptation and publishing of the tool in English and each of the above listed SEE region's languages. The Contractor will be responsible for the translation of the content from English into other noted languages. The Online self-assessment tool will be developed as an interactive tool by using the technical standard SCORM.

3. Seven (7) PLE tools

RAI will provide the subject-matter content for development and publication of seven PLE tools. Each of these tools will be developed to provide (potential) whistleblowers in Western Balkans jurisdictions and Moldova with the overview of the prescribed reporting procedure and resources for whistleblowing: Each of the tools will be based on national specificities of each of 7 beneficiary jurisdictions (Albania, Bosnia and Herzegovina, Kosovo*, Moldova, Montenegro, North Macedonia and Serbia). Each of PLE tools will include the scope of the whistleblower protection law, reporting channels, reporting procedure and requirements, retaliation protection mechanisms and legal remedies, contacts of public institutions and/or CSOs which can provide legal assistance and other available resources. While each of the tools will be similar in content and based on the same scope and structure, their content will likely differ.

The PLE tool is intended to be used by citizens of the 7 beneficiary jurisdictions for learning about the whistleblower protection, reporting channels and other resources relevant to reporting corruption and irregularities.

PLE tools should be designed and produced in a simple way, allowing the user to have an easy overview of the process, as well as obtaining resources related to different parts of the reporting and whistleblower protection processes.

The Contractor will develop these tools based on the provided content, and publish them on the LMS platform. The service will entail development of visual content, presentations and adjustment of the provided materials, adaptation and publishing of seven tools. The PLE tools will be made interactive and developed by using the technical standard SCORM.

4. CRA course

RAI will provide the subject-matter content for the online CRA course. The Contractor will transform the provided subject-matter content into an online training module which will entail the development of story board, potential voice recordings, design and animation of slides, the post online evaluation test for the attendees, completion certificate and other accompanying features. The online course will be developed by using the SCORM technical standard to create multimedia presentations with graphic contents, voice recordings and interactive elements. This course will be produced in English language only.

***Note:** RAI experts will provide content for the self-assessment tool, PLA tools and CRA course, as well as the necessary support to the Contractor in transforming the provided content into online tools/courses. The support will include, but is not limited to, advice on the best format for the

presentation of various sections of the content of online tools/courses and review of the content of the online tools/courses for accuracy and quality assurance purposes.

RAI Secretariat does not give preference to any specific technological solution for the implementation of the assignment, it is possible to use 3rd part solutions, however, the selected solution shall not require any subsequent licensing and payments required for the continued functioning of the platform and courses/tools.

The Contractor will be given the flexibility in development, based on submitted technical proposal. The Contractor is also expected to ensure flexibility throughout the contract implementation.

All learning platform interfaces and content should be gender-mainstreamed.

3. DELIVERABLES

The Contractor is expected to provide the following deliverables during the implementation of assignment:

1. Detailed activity plan with tentative implementation timeframe estimating the development and delivery of the online course & tool;
2. Guidelines for the adequate content (produced by RAI experts) for the development of the online course and tools;
3. Online LMS platform in English language;
4. The Online self-assessment tool published on the LMS platform in English and translated into following languages: Albanian, Bosnian/Croatian/Montenegrin/Serbian, Macedonian and Romanian.
5. Seven PLA tools published on the LMS platform (language versions to be provided by RAI Secretariat),
6. The online CRA course published on the LMS platform in English language,
7. Training for at least 3 RAI Staff members for use of main LMS functionalities and the online course (multimedia user manual) for the LMS functionalities (in English),
8. Progress and performance report(s) as per contract,
9. Web hosting, technical support and maintenance, consultation services for a period of 12 months after the launch of platform ,
10. Handover of the LMS platform with its content to RAI Secretariat following the end of hosting and maintenance period (12 months after the launch of online tools);
11. Warranty period of 12 months following the end of the contract.

4. INTELLECTUAL PROPERTY

All rights including, without limitation, copyright, patents and other intellectual property rights associated with any ideas, concepts, techniques, inventions and processes, for purposes of the delivery of this contract belong to the RAI Secretariat.

Information pertaining to or developed for purposes of this project belong to the RAI Secretariat, which possesses the exclusive rights for their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used without written permission of RAI Secretariat in line with the national and international copyright laws applicable.

5. SUPERVISION, REPORTING AND QUALITY CONTROL

The Contractor will operate under the overall supervision of the Head of RAI Secretariat and the immediate supervision of the Chief Programme and Communications Officer. The Contractor is expected to closely cooperate with Senior Anti-corruption Advisor (in relation to CRA Course) and Project Manager – Anti-corruption Expert and the Project Officer (in relation to the LMS Platform and Online self-assessment tool), as well as the Chief Finance and Administration Officer in order to ensure compliance with RAI rules and regulations.

All deliverables should be provided in a concise and user-friendly language. Deliverables must be gender mainstreamed.

The RAI Secretariat will facilitate the delivery of service by the Contractor by providing access to relevant information, advice and guidance.

Proposed team members shall be engaged throughout the project implementation, and the Contractor cannot replace them, without RAI Secretariat's written approval.

The Contractor should ensure an internal quality control during the implementing of assignment. The quality control should ensure that the deliverables comply with the above requirements and meet adequate quality standards before sending them to RAI Secretariat. The quality control should ensure consistency and coherence throughout deliverables. It should also ensure that findings reported are duly substantiated and that solutions are supported by relevant judgment criteria.

6. ACTIVITIES AND TIMEFRAME

The assignment shall be performed during the period of March 2022 – October 2023, with maintenance extending 12 months after the launch of online tools.

Tasks	Tentative timeframe
1. Have an introductory meeting with RAI Secretariat	Within one week of contract signing
2. Develop detailed concept and implementation plan (including design & structure) of the LMS platform and the accompanying online courses/tools, and submit it to RAI Secretariat for review and approval	Within three weeks of contract signing
3. Provide guidelines for the adequate content (produced by RAI experts) for the development of the online course and tools	Within three weeks of contract signing
4. Design, develop, test and publish the LMS platform in line with the above requirements	April – May 2022
5. Develop and implement the online self-assessment tool in six language versions in line with the above requirements and description	April – September 2022
6. Develop and implement seven (7) PLA tools in line with the above requirements and description	June – October 2022
7. Develop and implement the CRA course in line with the above requirements and description	May – September 2022

8. Correct outstanding issues and any potential shortcomings of the tools/courses	September – November 2022
9. Perform transfer of knowledge consisting of, but not limited to: training at least 3 RAI staff members for use of the main LMS functionalities and the online courses/tools, and producing the multimedia user manual for the LMS functionalities (in English)	September – November 2022
10. Web hosting, maintenance, technical assistance and consulting service throughout the first year after the launch of the online tools, including advising on the improvement of the online courses/tools, troubleshooting/corrective maintenance and regular maintenance (system upgrade, installation of patches, updating documentation)	Within 12 months after the installation of the LMS platform
11. Monthly progress and performance report, final report	Throughout the Contract implementation

5. BUDGET AND OTHER ARRANGEMENTS

The maximum value of the Framework Agreement is EUR 30.300[2]

The contractor shall be responsible for all expenses related to delivery of the assignment, including, but not limited to: professional fees, travel (if necessary), written translation of the online self-assessment tool content in the language of each beneficiary jurisdiction, and other services required for the delivery of the assignment.

The contract value shall be fixed and output-based price regardless of potential extension of the specified duration.

The contractor shall be home-based.

Payments will be done upon completion and approval of the tasks/deliverables and as per below deliverables produced and the corresponding percentages:

Deliverable No.[3]	Required deliverables	Eligible Amount
1, 2, 3	− Detailed activity plan with tentative implementation timeframe estimating the development and delivery of the online course & tool; − Guidelines for adequate content − Online LMS platform in English language (with maintenance);	EUR4.000
4	− The Online self-assessment tool published on the LMS platform in English and translated into following languages: Albanian, Bosnian/Croatian/Montenegrin /Serbian, Macedonian and Romanian.	EUR7.500
5	− Seven PLA tools published on the LMS platform	EUR14.000

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[2] Exclusive of VAT for legal entities registered in BiH.

[3] Corresponding to Section 3.

6	- The online CRA course published on the LMS platform in English language,	EUR2.800
7, 8	- Training for at least 3 RAI Staff members for use of main LMS functionalities and the online course (multimedia user manual) for the LMS functionalities (in English), - Submission final report to the RAI Secretariat in English language.	EUR2.000

6. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The applications will be evaluated against the following criteria:

- Over the past thirty-six (36) months prior to the submission deadline of this Tender, the applicant has successfully completed at least one service contract in the related fields (software development, design and implementation) with the single minimum value of EUR 5.000;
- The applicant has a minimum of two (2) staff employed on a permanent basis in the field related to this contract;
- Demonstrated experience in conducting similar assignments in the SEE region;
- Experience in working with international organizations, public institutions, and NGOs;
- Excellent oral and written English skills of the team leader/representative.

Values:
- Demonstrates integrity, fairness and high ethical standards.
- Demonstrates professional competency and is conscientious and efficient in meeting commitments, observing deadlines and achieving results.
- Displays sensitivity and adaptability to culture, gender, nationality, race, religion and age.

7. APPLICATION REQUIREMENTS

Eligibility – Legal entities eligible to participate in tender in accordance with the Nationality rule of PRAG.

Interested legal entities must submit the following documents/information in English to demonstrate the qualifications:
1. Legal entity background information (all scanned originals), including:
    a. Proof of registration (can be in local language),
    b. List of permanently employed personnel (signed by an authorized legal entity representative),
    c. Legal entity profile inclusive of the list/description of similar assignments implemented in the last 36 months;
2. Technical Proposal outlining:
    a. Technologies, tools or 3rd part solution to be used for development and running of the platform and its content (course & tools),
    b. Monolithic or microservices architecture
    c. Server environment and specification details
    d. Separate testing environment and production environment details
    e. Examples of proposed solutions for the key deliverables and requirements (photos, videos, links or other appropriate content),
    f. Implementation plan with timeframe and defined sprints (sprint = 4 weeks with show and tell presentation after every sprint),
    g. Plan for ensuring internal quality control.

3. CVs of the proposed team members on the assignment, with clearly defined roles in delivering the project. The team leader should be indicated. Although the number of team members is not limited, the team shall have at least two members fulfilling the following requirements:
   a. Team leader / Senior analyst and designer – with at least 5 years of work experience in management of software development and implementation projects (1 person). Experience in managing development and implementation of LMS solutions will be considered an asset;
   b. Programmer – with at least 3 years of work experience in developing / programming software solutions (at least 1 person). Experience in development and implementation of LMS solutions will be considered an asset;
4. Evidence and description of previous similar contracts delivered in the past 3 years (including information on type of LMS solutions, scope of project, name and sector of the client/beneficiary, project duration and approximate contract value). In case of a consortium, the document shall indicate the role of each member in the delivery of the contract.
5. Statement of exclusion signed by the legal entity representative (Annex 1).
6. Declaration on honour/Certification signed by the legal entity representative (Annex 2 of this Tender Announcement)

8. EVALUATION OF APPLICATIONS

RAI applies a fair and transparent selection process that takes into account the full technical qualification of all applicants. The contract will be awarded to the applicant whose offer has been evaluated and determined as: responsive / compliant / acceptable and having received the highest score out of the technical criteria defined below.

Criteria:
Technical Evaluation – documents based (100%)

Out of which:
- Legal entity background information – qualifying criteria (no points to be assigned)
- Technical Proposal: 50%
- CVs of the key team members, with clearly defined roles in delivery of the contract: 20%
- Previous experience - evidence and description of previous similar contracts in the past 3 years: 20%
- Demonstrated experience in conducting similar assignments in the SEE region (beyond jurisdiction of origin): 10%
- Experience in delivering services in the public sector, with focus on services in the area of prevention of corruption, strengthening integrity and transparency of the public sector institutions will be considered an asset: +5%

9. ADDITIONAL INFORMATION

RAI Secretariat will organize an online **INFO SESSION** for all interested applicants on **February 23, 2022** starting at 11:00 (CET). Session access details will be published on RAI website.

All questions related to this tender announcement can be sent in prior to the info session via e-mail with a clearly indicated tender you are referring to in the subject of the message, to the following email address: vacancy@rai-see.org, or posed during the session. All questions shall be submitted in English.

10. HOW TO APPLY

Full applications with supporting documents shall be sent by midnight March 13, 2022 (23:59 CET) by email to RAI Secretariat (vacancy@rai-see.org). Applications submitted by other means (e.g. by fax, via post, in person) shall not be considered. Acknowledgement receipt shall be sent for all received applications.

Late and incomplete applications will not be taken into consideration.

RAI is committed to achieving workforce diversity in terms of gender, nationality and culture. Women-owned entities are encouraged to apply.

All applications will be treated with the strictest confidence.

Annex 1

Statement of Exclusion

<As part of their application, each legal entity must submit a signed declaration using this format. >

We have examined and accept in full the content of the dossier for <OPEN CALL TITLE>.
We hereby accept its provisions in their entirety, without reservation or restriction.

This application is valid for a period of <….> days from the final date for submission of tenders.

We are not in any of the situations excluding us from participating in procurement
procedure, namely.

- we are not bankrupt or being wound up, or having our affairs administered by the courts, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- we have not been convicted of an offence concerning our professional conduct by a judgment of a competent authority;
- we have fulfilled obligations relating to the payment of social security contributions and the payment of taxes
- we have not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity

If required, we can provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations.

Legal entity stamp

               …………………………………
               <LEGAL ENTITY AUTHORIZED
               REPRESENTATIVE (signature, full name,
               function, legal entity stamp)>

Annex 2

Declaration on honour/Certification

To be completed and signed by the person legally authorised to sign on behalf of the legal entity.

Hereby, I, the undersigned,

- certify that all information contained in this application is correct to the best of my knowledge and that I am aware of the content of the annexes to the application;
- certify that the applicant/team members are not under formal investigation, nor has been sanctioned by any national authority for engaging or having engaged in proscribed practices, including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice;
- certify that I have read the RAI Code of Conduct[4] and will abide by it during the implementation of the grant;
- understand that if I provide incorrect information or withhold relevant information, I am likely to be suspended from the tender procedure;
- understand and accept to sign the Agreement with RAI Secretariat and accept the responsibility for its implementation.

By signing this declaration on honour, I accept all the conditions set out in the Tender Announcement related to the call under which I apply.

Done at: [CITY]

Date:

Name and position:

Signature:

Stamp of the applicant organization (if applicable)

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[4] As prescribed in RAI Office Policies Manual- http://www.rai-see.org/php_sets/uploads/2019/11/20191002-1-Office_Policies_Manual-Adopted-Clean-Version-FINAL.pdf