

Date: July 18, 2023

Dear Sir / Madam,

You are kindly requested to submit your quotation for **Procurement of Learning Management System (LMS)** described in Annex B.

We also request that your Quotation is submitted using the format specifically detailed in Annex C.

Quotations submitted by email must be limited to a maximum of **10MB**, **virus-free** and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Quotation shall be evaluated based on lowest priced Quotation meeting requirements as per the criteria set in Annex A, point q.

In the event of a discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Quotation will be rejected.

The Bidders shall not vary their prices for any reason after the deadline of the tender and while the Quotation is still valid. At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

IDLO is not bound to accept any Quotation, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Quotation, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

By submitting a Quotation in response to this information, Bidders are confirming acceptance of IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

This Request for Quotation (RFQ) is comprised of:

| Instruction to Bidders | Annex A |
|---|---------|
| Terms of Reference | Annex B |
| Supplier's Quotation | Annex C |
| IDLO General Terms and Conditions for the Procurement of Goods or | Annex D |
| Services and IDLO Supplier Code of Conduct | |





For any questions/clarifications related to this RFQ please contact IDLO on tenders@idlo.int and mention Clarifications RFQ NO. N_44_2023_PHIL in the subject section of your email no later than 48 hours prior to the deadline for submission.

Deadline for Submission of Quotation: On or before **Date: July 25, 2023 Time: 15:00 hours Rome, Italy local time (9:00PM Manila Time)**

Thank you and we look forward to receiving your Quotation.

Sincerely yours, International Development Law Organization | IDLO IDLO Philippines





Annex A Instructions to Bidders

| a. Description of requested | See Annex B |
|---|--|
| SERVICES b. Deadline for Quotation | The Quote shall be addressed to IDLO on or before |
| b. Deadline for Quotation | Date: July 25, 2023 Time: 15:00 hours Rome, Italy local time (9:00PM Manila Time) |
| c. General Terms and Conditions | Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Services and adherence to the Supplier Code of Conduct. |
| d. Payment Terms | IDLO will conduct the payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier. |
| e. Conditions for Release of Payment | of IDLO Acceptance of Services Form based on full compliance with RFQ requirements |
| f. Validity of Quotation | 90 days |
| starting from the Deadline of the Tender | In exceptional circumstances, IDLO may request the Bidder to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Bidder shall then confirm the extension in writing, without any modification whatsoever on the Quotation. |
| g. Quotations Submission | All quotations shall be submitted through the following e-mail address: tenders@idlo.int |
| h. Partial Quotations | ⊠ Not permitted |
| i. Place of Delivery | Metro Manila, Philippines |
| j. Delivery Terms | Services will be delivered within required days after receipt of PO or contract from IDLO to IDLO Philippines. |
| k. Customs clearance, if needed, shall be done by: | □ IDLO ⊠ Supplier □ N/A |
| I. Currency of Quotation | РНР |
| m. Preliminary Documents to be Submitted | Annex C duly signed and stamped, and in accordance with the list of requirements in Annex B; Latest Business Registration Certificate; Latest Internal Revenue Certificate / Tax Clearance; |
| n. Special Packing Requirement or Temperature Control | ⊠ N/A |



| o. After-sales services required, if applicable | ☑ Others (details in Annex B) |
|---|---|
| p. Evaluation of Quote | Evaluation will be done according to the following order of priorities: 1. Full submission of Preliminary Documents (as per Annex A, point n.) 2. Technical responsiveness 3. Comprehensiveness of after-sales services, as per Annex A, Point o, if applicable. 4. Delivery Date 5. Price |
| q. Contract Award | Contract Award shall be granted according to: a) Full submission of Price Schedule (Annex C) signed and stamped; b) Lowest priced, most technically acceptable/compliant offer; |
| r. Contract Signature | Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids. |
| s. Liquidated Damages | ☑ Yes - For late delivery of <u>Services</u> , IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions. If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services. |



ANNEX B TERMS OF REFERENCE

PROVISION OF LEARNING MANAGEMENT SYSTEM (LMS)

I. Introduction

A. About IDLO

The International Development Law Organization (IDLO) is an inter-governmental organization devoted to promoting the rule of law. IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. We contribute to creating stable and inclusive societies where every person can live free from fear and want, in dignity and under the rule of law.

To learn more about IDLO, please visit our website <u>www.idlo.int</u> or follow us on Twitter @IDLO.

B. Background

The International Development Law Organization (IDLO) in the Philippines is engaged in efforts in support of the Office of the Ombudsman (OMB) to further develop their capacity to manage and deliver online and hybrid learning events through the establishment of a learning management system (LMS). Specifically, OMB has chosen Moodle as the learning management system for the institution.

In compliance with IDLO's Procurement Policy, IDLO is launching a bidding process for the selection of a LMS to ensure continued and effective support to its employee learning program as well as to the implementation of its programmatic learning initiatives worldwide.

II. Expected Output

The Contractor is expected to provide subscription for Moodle, an externally hosted cloud based LMS. The Moodle LMS should offer an intuitive, attractive and user-friendly interface allowing for assigning the different user roles. The Moodle LMS will host all of IDLO's courses, training content and resources that will be provided to its employees as well as external project partners.

Criteria and requirements to be included are listed below. All system and service requirements should be met, at minimum, in English which is IDLO's official working language. Where additional multilingual capabilities are possible, this should also be stipulated in the Proposal.

1. LMS Features and Functions

IDLO requires the following features and functional capabilities of its envisioned Moodle LMS, based on its internal needs and purposes:

A. User and Account Management:



- Different profile types (e.g., Administrator, Instructor, Learner) with segregated administrative roles, authorities and permissions, and the ability to assign multiple profiles to one user;
- Unlimited users with ability of concurrent use of minimum 50 users.;
- Units/Branches and sub-units/branches including individual user types per unit/branch;
- Single sign-in capabilities; and
- Two-Factor authentication of passwords; and
- Personal data protection measures, in compliance with IDLO's Personal Data Protection Policy.
- B. Content and Platform Management:
 - Corporate branding and theming with Moodle platform;
 - Possibility of uploading bulk user accounts into the LMS;
 - Support the uploading, downloading, viewing, and playing back of all types of content, e.g. video, audio, text, html, image, and graphic material, weblinks, SCORM files, zip files;
 - Easy-to-use course catalogue with a comprehensive search feature to search for courses through (a combination of) titles, subject category, key words, etc;
 - Creation and customization of course categories and subject tags;
 - User dashboard and/or landing page, that allows for corporate customization and branding, offering users with personalized content; e.g., overview of ongoing and completed enrolments, learning records, assignment and task reminders, and suggested new learning opportunities;
 - Customizable learning paths and grouping of courses based on designated competencies, skill-sets, job profile and work areas;
 - Multi-language functionalities/settings, including courses and interface languages, and possibility of integrating other languages as required;
 - Schedule Instructor-led events (i.e. virtual classrooms);
 - Creation and deletion of courses, individually or in batches, based on a customizable template, or a copy of an existing course;
 - Built-in course authoring tool;
 - Compliance to SCORM, standards, AICC;
 - Support for various file formats (e.g., PDF, PP, Docx, png, jpg, xls; o Offline viewer facility;
 - Content interoperability, including use of web-based materials;
 - Optimized interface views and design for diverse devices, including for mobile learning (i.e., smartphone, tablets); and
 - Archiving of a course and all associated data (e.g., content, user, enrolment record).
- C. Content Delivery:
 - Easy integration of videoconferencing tools with online classroom features, e.g., Zoom, Cisco WebEx;
 - Blended learning features, e.g. linking self-paced learning to webinars, online to offline activities such as pre-course assignments;
 - Virtual classroom environment with group and private chatting feature; o Certification (branding and customization) and ability to issue automatically as well as manually;
 - Gamification features, e.g., badges, points, leader boards;
 - Social Learning Features, e.g., discussion forums, polling, chat room; o Ability to send emails to users directly from the LMS;



- Survey capabilities; and
- Low bandwidth options for remote users with limited bandwidth capability.
- D. Data Tracking and Reporting
 - Robust reporting and analytics capabilities through different intersections, e.g., user based, course-based, subject category, with mass action ability;
 - Possibility to produce infographics;
 - Option for custom reporting and ability to create and customize reporting queries o Backdated reporting;
 - Backdated reporting functionality;
 - Possibility to report on live sessions; and
 - Integration of data into other systems such as an HR or Performance Management System.
- E. Data and System Security
 - System security architecture and capabilities to ensure protection of data and processes within;
 - Proper mechanism for access control; and
 - Measures for personal data protection, in compliance with IDLO's Personal Data Protection Policy.

2. Initial Set-Up and Implementation

In order to properly enable the full operationalization of the envisioned Moodle LMS, IDLO requires the Contractor to act as the overall Project Manager and provide comprehensive seamless support throughout the entire project cycle based on defined plan, scope and methodology, as listed below:

- A. Vendor Roles and Responsibilities:
 - Clear Overall scope of work and defined responsibilities, including identified personnel who will be assigned to the work such as the primary project manager, primary point of contact, technicians, analysts, etc.; and
 - Defined overall project management plan, methods and timelines.
- B. Implementation Plan:
 - Vendor assessment and guidance of configuration requirements;
 - Logical and efficient timelines from signing of the contract to full operationalization of Moodle;
 - Full support in migration of data, accounts, content, settings, etc. from the current Moodle;
 - Troubleshooting mechanisms, pre-, during and post-implementation;
 - Quality control;
 - Pre-defined project-related risks and mitigation; and
 - Post-implementation support
- C. Initial Implementation and Set-up Training:
 - Real-time training and informational sessions to Administrators on key features and functionalities;
 - Optional training to other user types;
 - Provision of comprehensive administrator's manual(s); and
 - Provision of informational resources for IDLO to customize and develop into internal User Guidelines.



3. Customer Support Services

In order for IDLO to effectively use and manage the envisioned LMS, a full range of customer support service provided by the Contractor is necessary, as per below, of which its service parameters, terms and conditions will be laid out by a Service Level Agreement (SLA) which will be initially agreed upon between the two parties.

- A. LMS Hosting and Account Management:
 - Assignment of a dedicated personnel or team as the overall account manager and focal point(s) for IDLO, with relevant experience and expertise as well as excellent communication skills in English;
 - Network uptime and availability which guarantees, at minimum, coverage during IDLO PHL working hours (Monday to Friday, 9:00 to 18:00, PST);
 - Network outages and unscheduled downtime (Please provide details on the frequency of this happening and the reasons in the last three (3) years)
 - Scheduled downtime and maintenance conducted outside IDLO HQ working hours, i.e., Monday to Friday, 9:00 to 18:00 (Please provide an estimate of the frequency of such work over a 12-month period);
 - Regular data back-up and restoration capabilities;
 - Adequate data retention and storage against pre-defined duration; and
 - Regular system upgrades to ensure availability and use of latest LMS technologies and functions, online learning tools, and compatibility with other operating and integrated systems.
- B. Ordinary Technical Support Services:
 - Guaranteed Help Desk service availability, 24 hours per day, seven (7) days per week;
 - Defined scope of work and applicable type of requests, including pre-agreed limitations and exclusions;
 - A framework for incident criticality levels and priority settings, e.g., High, Medium and Low, with defined parameters, conditions, limitations and exclusions;
 - Guaranteed turn-around times differentiated by the criticality levels where applicable;
 - Defined escalation procedures and estimated timelines;
 - Availability of multiple communication channels for incident reporting and support request, i.e., by email, by phone, by live chats, etc.;
 - Monthly status reporting of ongoing, completed, re-opened, pending incident requests, with details of the support work such as resolution times, solutions, identified actions, etc.; and
 - Optional support services for other user types, with cost indications where applicable.
- C. Training Support:
 - Provision of informational resources on functional and technical specifications as well as description of basic functionalities and operations to be adapted/customized for internal IDLO needs; and
 - Availability of real-time or online user trainings, including costs where applicable.

III. Institutional Arrangement



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The Contractor is expected to work independently under the supervision of the Contract Manager and have regular consultations with the LMS consultant for the duration of the agreed Contract. Communication and reporting to the Contract Manager will be ongoing throughout the assignment upon implementation schedule. Reporting mechanism and collaboration will be determined at a later stage.

IV. Duration of the Work

The Services will be provided for the duration of the timeline designated and proposed as the subscription package. IDLO intends to enter into Contract for a period of 12 months.

V. Work Location

The Contractor is not required to report regularly or be present at the IDLO PHL office.

VI. Qualifications of the Successful Contractor

As minimum requirements, the Contractor should:

- Have at least eight (8) years of experience in development and hosting of LMS platforms;
- Have comprehensive service capabilities for the full cycle of the LMS, including its design, development, delivery, hosting, and provision of ordinary and extraordinary technical support;
- Have the ability to develop smart and intuitive solutions to maximize on the LMS, in streamlining and facilitating various data intensive work and processes required for the management of online learning programs;
- Be able to provide regular system updates and upgrades to ensure that the LMS remain relevant to new and emerging technologies in the field, and compatible with changes and/or upgrades in various operating environments;
- Have an effective and seamless client communication management system, in English, including on updates and upgrades to the LMS functionalities, scheduled system maintenance and platform downtime; and
- Have a support team with proven track record and experience, possessing quality standards of customer support and care; high levels of technical expertise in LMS hosting, management and troubleshooting; and excellent writing, editing, and oral communication skills in English.

VII. Scope of Tender Price and Schedule of Payments

Please provide the total price for the full delivery of all requirements listed under Section C. Expected Output above.





ANNEX C

Supplier's Quotation

We, the undersigned, hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice. We hereby offer to supply the items listed below in conformity with the specification and requirements of IDLO as per **RFQ NO. N_44_2023_PHIL**

| Company Name | |
|----------------------|--|
| Company Full Address | |
| Date | |
| Signature | |
| Stamp | |
| Contact Person | |
| Telephone number | |
| Email address | |



Table 1: Offer to Supply Services Compliant with Technical Specifications and Requirements

| ltem | Item Name | Description | Compliance with Technical Specifications in Annex B | | | |
|------|---------------------------------------|--|---|--|--|--|
| 1. | User and Account Management | Different profile types (e.g., Administrator, Instructor, Learner) with segregated administrative roles, authorities and permissions, and the ability to assign multiple profiles to one user; Unlimited users with ability of concurrent use of minimum 50 users.; Units/Branches and sub-units/branches including individual user types per unit/branch; Single sign-in capabilities; and Two-Factor authentication of passwords; and Personal data protection measures, in compliance with IDLO's Personal Data Protection Policy. | Comply Not Comply. Alternative specification offered (please attach) | | | |
| 2. | Content and Platform Management | Corporate branding and theming with Moodle platform; Possibility of uploading bulk user accounts into the LMS; Support the uploading, downloading, viewing, and playing back of all types of content, e.g. video, audio, text, html, image, and graphic material, weblinks, SCORM files, zip files; Easy-to-use course catalogue with a comprehensive search feature to search for courses through (a combination of) titles, subject category, key words, etc; Creation and customization of course categories and subject tags; User dashboard and/or landing page, that allows for corporate customization and branding, offering users with personalized content; e.g., overview of ongoing and completed enrolments, learning records, assignment and task reminders, and suggested new learning opportunities; Customizable learning paths and grouping of courses based on designated competencies, skill-sets, job profile and work areas; | | | | |

| Item | Item Name | Description | Compliance with Technical Specifications in Annex B |
|------|------------------|--|---|
| | | Multi-language functionalities/settings, including courses and interface languages, and possibility of integrating other languages as required; Schedule Instructor-led events (i.e. virtual classrooms); Creation and deletion of courses, individually or in batches, based on a customizable template, or a copy of an existing course; Built-in course authoring tool; Compliance to SCORM, standards, AICC; Support for various file formats (e.g., PDF, PP, Docx, png, jpg, xls; o Offline viewer facility; Content interoperability, including use of web-based materials; Optimized interface views and design for diverse devices, including for mobile learning (i.e., smartphone, tablets); and Archiving of a course and all associated data (e.g., content, user, enrolment record). | |
| 3. | Content Delivery | Easy integration of videoconferencing tools with online classroom features, e.g., Zoom, Cisco WebEx; Blended learning features, e.g. linking self-paced learning to webinars, online to offline activities such as pre-course assignments; Virtual classroom environment with group and private chatting feature; o Certification (branding and customization) and ability to issue automatically as well as manually; Gamification features, e.g., badges, points, leader boards; Social Learning Features, e.g., discussion forums, polling, chat room; o Ability to send emails to users directly from the LMS; Survey capabilities; and | Comply Not Comply. Alternative specification offered (please attach) |

| Item | Item Name | Description | Compliance with Technical Specifications in Annex B |
|------|--------------------------------------|---|---|
| | | Low bandwidth options for remote users with limited bandwidth capability. | |
| 4. | Data and System Security | Robust reporting and analytics capabilities through different intersections, e.g., user based, course-based, subject category, with mass action ability; Possibility to produce infographics; Option for custom reporting and ability to create and customize reporting queries o Backdated reporting; Backdated reporting functionality; Possibility to report on live sessions; and Integration of data into other systems such as an HR or Performance Management System. | Comply Not Comply. Alternative specification offered (please attach) |
| 5. | Data System Security | System security architecture and capabilities to ensure protection of data and processes within; Proper mechanism for access control; and Measures for personal data protection, in compliance with IDLO's Personal Data Protection Policy. | Comply Not Comply. Alternative specification offered (please attach) |
| 6. | Vendor Roles and Responsibilities | Clear Overall scope of work and defined responsibilities, including identified personnel who will be assigned to the work such as the primary project manager, primary point of contact, technicians, analysts, etc.; and Defined overall project management plan, methods and timelines. | Comply Not Comply. Alternative specification offered (please attach) |
| 7. | Implementation Plan | Vendor assessment and guidance of configuration requirements; Logical and efficient timelines from signing of the contract to full operationalization of Moodle; | Comply Not Comply. Alternative specification offered (please attach) |

| ltem | Item Name Description | | Compliance with Technical Specifications in Annex B |
|------|---|---|---|
| | | Full support in migration of data, accounts, content, settings, etc. from the current Moodle; Troubleshooting mechanisms, pre-, during and post-implementation; o Quality control; Pre-defined project-related risks and mitigation; and Post-implementation support | |
| 8. | Initial Implementation and Set-up Training | Real-time training and informational sessions to Administrators on key features and functionalities Optional training to other user types; Provision of comprehensive administrator's manual(s); and Provision of informational resources for IDLO to customize and develop into internal User Guidelines. | Comply Not Comply. Alternative specification offered (please attach) |
| 9. | LMS Hosting and Account Management | Assignment of a dedicated personnel or team as the overall account manager and focal point(s) for IDLO, with relevant experience and expertise as well as excellent communication skills in English; Network uptime and availability which guarantees, at minimum, coverage during IDLO PHL working hours (Monday to Friday, 9:00 to 18:00, PST); Network outages and unscheduled downtime (Please provide details on the frequency of this happening and the reasons in the last three (3) years) Scheduled downtime and maintenance conducted outside IDLO HQ working hours, i.e., Monday to Friday, 9:00 to 18:00 (Please provide an estimate of the frequency of such work over a 12-month period); Regular data back-up and restoration capabilities; Adequate data retention and storage against pre-defined duration; and | Comply Not Comply. Alternative specification offered (please attach) |

| Item | Item Name | Description | Compliance with Technical Specifications in Annex B | | | |
|------|-----------------------------------|---|---|--|--|--|
| | | • Regular system upgrades to ensure availability and use of latest LMS technologies and functions, online learning tools, and compatibility with other operating and integrated systems. | | | | |
| 10. | Ordinary Technical Services | Guaranteed Help Desk service availability, 24 hours per day, seven (7) days per week; Defined scope of work and applicable type of requests, including pre-agreed limitations and exclusions; A framework for incident criticality levels and priority settings, e.g., High, Medium and Low, with defined parameters, conditions, limitations and exclusions; Guaranteed turn-around times differentiated by the criticality levels where applicable; o Defined escalation procedures and estimated timelines; Availability of multiple communication channels for incident reporting and support request, i.e., by email, by phone, by live chats, etc.; o Monthly status reporting of ongoing, completed, reopened, pending incident requests, with details of the support work such as resolution times, solutions, identified actions, etc.; and Optional support services for other user types, with cost indications where applicable. | Comply Not Comply. Alternative specification offered (please attach) | | | |
| 11. | Training Support | Provision of informational resources on functional and technical specifications as well as description of basic functionalities and operations to be adapted/customized for internal IDLO needs; and Availability of real-time or online user trainings, including costs where applicable. | Comply Not Comply. Alternative specification offered (please attach) | | | |

| ltem | Item Name | Description | Unit of Measure | Quantity | Compliance with Technical Specifications in Annex B | Unit rate in PHP | Total amount in PHP |
|------------------|---|--|--------------------|----------|---|---------------------|------------------------|
| 1. | Learning Management System subscription for 12 months | Technical Specifications as per Annex B | year | 1 | Comply Not Comply. Alternative specification offered (please attach) | | |
| Total Cost of Go | pods | | | | | | |
| Freight | | | | | | | |
| Insurance | Insurance | | | | | | |
| Other Charges (| please specify) | | | | | | |
| Taxes/ VAT (| %) (if applicable) | | | | | | |
| Grand Total | | | | | | | |

| Name, position and signature of the Bidder | Bidder's Stamp |
|--|----------------|
| | |
| Duly authorised to sign this Bid | |
| Date: | |

ANNEX D IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES AND IDLO SUPPLIER CODE OF CONDUCT

Any quote submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_ august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_service s_feb_2022.pdf

https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf

