



RFP: Developing the E-learning platform and distance based education modules for health personnel, including migrants with health professional background, working outside the health field in the frame of the Project “Better managing the mobility of health professionals in the Republic of Moldova”

REQUEST FOR PROPOSAL

1. Background

The WHO Regional Office for Europe and the WHO Country Office in the Republic of Moldova are implementing a 3-year project on health workforce mobility in the Republic of Moldova funded by the European Union. The initiative aims to help the Ministry of Health in better managing health workforce migration and mobility by fostering circular migration and mitigating the effects of brain drain and brain waste.

The Project “Better managing the mobility of health professionals in the Republic of Moldova” sets out a series of activities, which aim to contribute to the promotion of legal and circulation migration and return home, and to reduce the negative impacts of migration of health personnel on the national health system and on the entire country. The project description includes elements of activities related to distance based education modules (e-learning), Website and printed materials.

WHO Country Office (CO) in the Republic of Moldova is seeking a company to provide a single robust, secure and integrated system of e-learning services for the University of Medicine and Pharmacy “Nicolae Testemitanu” and support the on-going maintenance for the platform.

2. Objectives and audiences

The Project’s E-Learning Platform should serve as an online learning platform tool and a platform to provide distance learning and online trainings as continuing medical education for returners and health personnel in Moldova as well as the EU countries.

The E-Learning is expected to contain specific training tools developed on the project objectives for workers and migrants with health personnel background, working outside of the health field.

The E-Learning Platform should be in compliant with the following requests: proven and trusted worldwide, designed to support both teaching and learning, easy to use, free with no licensing fees, highly flexible and fully customizable, scalable to any size, robust, secure and private, backed by a strong community.

3. Functional and technical aspects

The E-learning platform will include the following modules, plug-ins and features:

- Public basic module for "guests" (all users) – consists of the public part of the platform that will only contain the general presentation of the system, such as categories of courses, menus, calendar, login and registration form of E-learning platform.
- Public basic module for "students" - contains only the public part of the platform for the students group, the pages where this group has been assigned by the administrator, such as categories of courses, lectures, tests, theoretical sources and additional materials.
- Public basic module for "teachers"- contains only the management part of the platform for teachers group, the module contains pages of e-learning system where the group was assigned by the administrator as well as the administration pages of the courses, students, access to certain reports, journals, etc.
- Base management module "admin" - the full access to all modules of the platform.

- “Users Module” and “Module Registration” - this module should allow users various operations such as creating user accounts, their division of roles: Guest, Student, Teacher, Admin.
- Module “Categories” - contains special categories, categories of courses.
- Module “Courses” - module should offer the possibility of creating courses, edit, delete, move, etc.
- Module “Groups” - permits assignment of users to one (or more) groups. In a course you can assign a context (activity) to a group. A group or several groups assigned to a particular course will include a number of users created by the teacher and the teacher will be able to see the situation for each one, to note the tasks’ performed, tests, etc.
- Module “Case Studies” - this module will aim for communication between student and teacher by evaluating a task for the learner and the teacher rating. For each subject, the teacher can check the status by accessing a table as lists of users with issues sent, draft and not sent.
- Module “Resources” – contains items that a teacher can use to support learning, such as a file (video, audio and images) or link.
- Module “Activity” - contains a group of features in a Moodle course. Usually an activity is something that a student will do that interacts with other students and or the teacher.
- Module “Evaluation tests” - will be placed at the end of each course or as a separate category. For each user will create custom report access, time response, etc. Should contain maximum security of results of each user or user responses.
- Module “Reports / Journals” – contains activity reports, access report, statistics, results report, general report course / user, export as text file, XML file, Excel spreadsheet.
- Module “Search” - contains search for specific categories of courses (filters) and search and display users according to certain criteria.
- Module “Assignment” - The assignment module allows teachers to collect work from students, review it and provide feedback including grades. The work students submit is visible only to the teacher and not to the other students unless a group assignment is selected.
- Module “Collaboration” – contains built-in collaborative publishing features foster engagement and encourages content-driven collaboration. Should be integrated into the E-learning the Chat and Forum modules.
- Multimedia integration - includes a wide variety of ways in which both teachers and students can add media. A teacher, for example, might include a video or sound file in a Lesson or Quiz which could then form the basis of a set of questions. A student could add an image to a forum discussion, glossary or database. The system must support at least 20 simultaneous users for a video presentation

4. Scope of Work

The scope of work for this RFP encompasses overarching tasks:

- Design and develop an E-Learning platform to provide online teaching and learning which meets the objectives outlined above.
- Provide, for a fixed 6-month period, as-needed on-going major maintenance/upgrades/aftercare.
- Upon completion of the E-Learning platform, provide training to the University IT staff on how to complete regular maintenance and updating.

5. E-Learning Development

Main activities include:

1. Work closely with University staff at each stage of the design and stand-up process, to ensure integration of all needed elements.
2. Select a platform that allows teachers create online courses with a focus on interaction and collaborative construction of content.
3. Select a platform that allows the implementation of the following features: Assignment submission, discussion forum, files download, grading, instant messages, online calendar, online news and announcement (College and course level), online quiz.
4. Provide 2-3 new template designs for University team to review and select a chosen design prior to initiating construction of the e-learning platform.
5. Training of appointed University IT/administrative team to conduct daily maintenance and updating of e-learning platform.

6. Warranty and E-Learning Maintenance/Aftercare

1. Contractor will assume full responsibility for performance of all works and warrants all workmanship for a period of e-learning platform elaboration.
2. Detailed Technical and User guides shall be provided upon handing-over of the works followed by training to the responsible team for management of requested e-learning platform.
3. Contractor will warrantee fully qualified technical support and maintenance for the period that will be established after the handing-over of the works.
4. The maintenance does not include significant redesign or development of existing or new e-learning platform components with exception of the correction of errors. University IT team will provide all text, images, and multimedia for the e-learning platform.
5. The contracted company will make edits to “permanent” and “semi-permanent” content as requested by University team. Edits should be made within one week of request.
6. The contracted company will maintain a full backup of the e-learning platform through the duration of the contract. The backup, code and source files will be delivered in full to the client at the closing of the contract.
7. The contracted company will verify regularly that the platform is up and will revert to backup whenever necessary.

7. Training of Staff

The contracted company will provide training to technical team from University of Medicine and Pharmacy “Nicolae Testemitanu” in both administrator interface and, for selected staff - basic maintenance of the platform.

OPENING AND EVALUATION OF PROPOSALS

The bidder will submit Technical and Financial Proposals with proposed modules and price quotation

WHO Country Office in Moldova may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

Please note that WHO is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO's general principles, including economy and efficiency, WHO does not bind itself in any way to select the firm/institution offering the lowest price.

Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals:

- a) technical evaluation and
- b) comparison of prices.

Evaluation weight will be distributed as following: 30% to quality, 20% to compliance with technical specifications and 20% to experience of dealing with similar projects and 30% to the price component.

Technical Evaluation of Proposals

All proposals will be evaluated according to:

- the quality of the overall proposal;
- the appropriateness of the proposed approach;
- the quality of the technical solution proposed;
- the experience of the company in carrying out related solutions.
- the experience of working with education institutions
- the experience and knowledge of current trends in e-learning platform design, functionality, interactivity, architecture, etc.
- Understanding of End Users needs and ability to match with technical solutions.
- Strong track record in e-learning platform design; security and administration.
- Ability to respond to client needs and requests within one week of issuance.

Financial Evaluation of Proposals

VAT=0%

During the Financial Proposal Evaluation, the price proposal of all bidders will be compared.

Award Criteria, Award of Contract

WHO reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for the WHO's action.

Prior to expiration of the period of proposal validity, WHO will award the contract to the qualified bidder whose proposal, after being evaluated, is considered to be the most responsive to the needs of the Organization and activity concerned.

WHO has the right to eliminate bids throughout the evaluation process. However, WHO is under no obligation to state the reasons for elimination to the bidder.

NOTE: WHO is **acting in good faith** by issuing this RFP. However, **this document does not obligate WHO to contract for the supply of any products or services.**

WHO's Right to modify Scope or Requirements during the Proposal Process

WHO reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any step in the evaluation process, WHO reserves the right to issue an amendment to the RFP detailing the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from WHO.

WHO's Right to Extend/Revise Scope or Requirements at Time of Award

WHO reserves the right at the time of award of contract to extend/revise the scope of services and goods specified in the RFP without any change in base price of services (e.g. day rate for resources) or other terms and conditions.

WHO's Right to enter into Contract Price Negotiations

WHO reserves the right to enter into contract price negotiations with one or more bidders that have not been eliminated during the evaluation process.

Signing of the Contract

Within 30 days of receipt of the contract the successful bidder shall sign and date the contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

GENERAL AND CONTRACTUAL CONDITIONS

The general terms and conditions of the contractual agreement ("the Contract") between WHO and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

- responsibilities, indemnities and liabilities of the Contractor(s) and WHO;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

Services under this Contract will be supplied on a fixed-price basis in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

Responsibility

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect WHO and shall fulfil its commitments with the fullest regard to the interests of WHO.

Warranties

The Contractor will warrant and represent to WHO as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit WHO to fully exercise its rights in the deliverables and the software without any obligation on WHO's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to WHO free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (whether machine readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

Legal Status

The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between WHO on the one side and the Contractor or any person used by the Contractor on the other side.

Relation Between the Parties

The Contract does not constitute a partnership between the Parties or to constitute either Party as the agent of the other.

Waiver of Breach

The waiver by an act, omission or knowledge of either Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of WHO.

Officials not to Benefit

The Contractor warrants that no official of WHO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, WHO, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. (These obligations shall not lapse upon termination of the contract)

Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

Subcontracting

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same thoroughness as the prime contractor. No subcontracting will be permitted under this Contract unless it is proposed in the initial submission or formally agreed to by WHO at a later time. In any event, the total responsibility for the Contract rests with the prime contractor.

Language

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in **English**.

Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract. (These obligations shall not lapse upon termination of the contract)

Confidential Nature of Documents and Information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and **all other data compiled by or received by the Contractor under this Contract shall be the property of WHO**, shall be treated as confidential and shall be delivered only to WHO authorized officials prior to completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

Title Rights

- 1) This is a work made for hire. WHO shall be the owner of all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to all deliverables and other material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the Contractor.
- 2) WHO reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At WHO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such proprietary rights and transferring them to WHO in compliance with the requirements of applicable law.

Cancellation

WHO shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) At will with the provision of thirty (30) days prior notice in writing;
- 2) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or

- 3) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfilment, will not be respected.
- 4) In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing, with immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his control, it being agreed, however, that WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 0 *Title rights*, deliver to WHO all work products and other materials so far produced.

- a) Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- b) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to WHO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify WHO of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, WHO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- c) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, WHO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 0 *Cancellation*, except that the period of notice shall be seven (7) days instead of thirty (30) days.

Use of WHO name and emblem

Without WHO's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or his relationship with WHO. In no case shall the Contractor use the name or the emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of WHO.

Payment

Payment will be made against presentation of an invoice in Moldovan Leu or a UN convertible currency (preferably US Dollars) for each deliverable and subject to WHO's acceptance of each such deliverable. Any payments by WHO to the Contractor shall reflect any tax exemptions to which WHO is entitled by reason of the immunity it enjoys. WHO is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with WHO so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- a) Name WHO as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against WHO;
- c) Provide that WHO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

The Contractor shall, upon request, provide WHO with satisfactory evidence of the insurance required under this Article.

Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absences of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

Observance of the Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

Authority to Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against WHO unless provided by an amendment to this Contract signed by the authorized official of WHO.

Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.