

Terms of Reference (ToRs)

Whistle-blower system (S5) of the National Digital Platform (PDN)

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SUMMARY OF REQUIREMENT

1. The **Foreign, Commonwealth, and Development Office (the Authority)**, represented by the British Embassy in Mexico City, seeks to appoint one **Service Supplier to provide technical support to the Executive Secretariat of the National Anti-Corruption System (SESNA) for the development of the Whistle-blower System (S5)**. The supplier will work on the conceptualization and development of the form (first phase) that will be required to file a complaint for administrative offenses and acts of corruption. The system should simplify the presentation, processing and follow-up by the complainants, and generate relevant information for the National Anticorruption System.
2. The work will be undertaken under the supervision of the Anti-Corruption, Digitalisation and Competition Policy Unit at the British Embassy in Mexico City, and the SESNA technical team, through regular planning and review meetings with the delivery partner to ensure that the work plans align with the Programme's vision and objectives, and review progress against these. The meetings may be remote or face-to-face, on a case by case scheme.
3. Active knowledge transfer is a deliverable to occur between the technical specialist and the Executive Secretariat of the National Anti-Corruption System (SESNA).
4. The primary beneficiary of this project will be **SESNA**, as well as all the users of the PDN, which include citizens and civil servants.
5. A final report, both in English and Spanish, with key recommendations will be expected to be presented to the British Embassy team as part of the knowledge transfer and handover at the end of the present engagement.

INTRODUCTION

6. The PDN is a source for the government and society to use data intelligence in order to build integrity and fight corruption. The PDN seeks to remove barriers and break down information silos so that government data is comparable, accessible, and usable.
7. The PDN, being an interoperability platform, does not generate or store data, but rather consults the information through web services or API's and reflects it on a single site. The PDN seeks to generate Anti-Corruption intelligence through digital tools, new technologies, methodologies, data science and artificial intelligence.

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8. The platform is built upon six systems that contain strategic data for the fight against corruption, which are specified in the General Law of the National Anti-Corruption System (LGSNA). This particular project is focused exclusively on **System 5**.
- System 1: Equity evolution, declaration of interests and tax declaration (S1)
 - System 2: Civil Servants involved in public purchases (S2).
 - System 3: Sanctioned civil servants and private workers (S3).
 - System 4: Information of the National Anticorruption System and the National Control System (S4).
 - **System 5: Whistle-blower System (S5).**
 - System 6: Public information on procurement (S6).

OBJECTIVE

9. To create an Information System for the reception, transfer and follow-up of public complaints of administrative misconduct and acts of corruption. The system will be the only channel for the National Digital Platform to receive these types of complaints.

METHODOLOGY

10. Interested parties are expected to provide a description of their methodology and implementation plan to achieve this project's objectives within the estimated time frame.
11. The implementer must consider that due to COVID-19, work will primarily be carried out remotely, but may require face to face work subject to health and safety possibilities.
12. The methodology must be accompanied by a detailed budget with the cost of proposed activities, and goals for implementing each activity, and the CVs of the team members that would conduct the work, as well as the team structure.

OUTPUTS/ DELIVERABLES

13. Clear and detailed work plan agreed with SESNA and the British Embassy.
14. Market study comparing the systems that currently exist, their characteristics and functionalities. Research can include interviews with government officials, among other sources of information.
15. Mapping of the current complaint journey, including the filing, processing, follow-up and resolution. Specifically, it should include:

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- a. A list of each of the attributes or elements that must be provided and will be protected through the system.
 - b. A list of users, roles, tasks, deadlines, status, among others.
 - c. List of government entities that must join the system.
16. Proposal of a complaint journey that simplifies the filing, processing and follow-up of the complaint through S5. Specifically, it should include:
- d. Legal foundation of the concept of system 5 to ensure the legal feasibility of the complaint. Recommendations and best practices on filing a complaint and whistle-blower protection.
 - e. A list of each of the attributes or elements that must be provided and will be protected through the simplified system.
 - f. A list of users, roles, tasks, deadlines, status, among others.
 - g. Data dictionary, identifying and classifying those that are input and output, as well specifying their security classification.
 - h. Sketches and mock-ups of input data forms and necessary follow-ups for the filing, channelling and monitoring of the complaints, by user.
 - i. Examples of Graphs and statistics that could be obtained from the filing of complaints through S5.
17. Final **report in English and Spanish**, with a summary of the final deliverables achieved and recommendations.

Other considerations

18. Joint bi-weekly meetings with the British Embassy and SESNA team in which suppliers will report advancements.
19. Monthly meetings with the British Embassy team in which suppliers may raise any issues.

KEY DATES

20. The contract will be starting as soon as possible in accordance with the procurement timeline and it is envisioned to terminate once **the project has been completed within 24 weeks of commencement date.**

<u>Output I (paragraph 12):</u>	Kick-off engagement with the Authority and beneficiary entity.	1 October 2021
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Clear and detailed work plan agreed with SESNA and the British Embassy.	Draft of assessment considerations and action plan to be delivered to the Authority.	8 October 2021
	Action plan of activities signed off by the Authority and beneficiary entity.	15 October 2021
<u>Output II (paragraph 13):</u> Market study comparing the systems that currently exist, their characteristics and functionalities.	As per milestones agreed and signed off (Output I)	By the end of the contract
<u>Output III (paragraph 14):</u> Mapping of the current complaint journey, including the filing, processing, follow-up and resolution.	As per milestones agreed and signed off (Output I)	By the end of the contract
<u>Output IV (paragraph 15):</u> Proposal of a complaint journey that simplifies the filing, processing and follow-up of the complaint through S5	As per milestones agreed and signed off (Output I)	By the end of the contract
<u>Output V (paragraph 15):</u> Final report in English and Spanish	As per milestones agreed and signed off (Output I)	By the end of the contract
*Subject to previous agreement between the Authority and the Service Supplier, dates for delivering the output might change. This may be particularly the case as a result of Covid-19.		

Reporting structure, logistics and other arrangements

21. The Service Supplier will report to the Anti-Corruption, Digitalisation and Competition Policy Unit at British Embassy in Mexico City.
22. The British Embassy team will assist in accessing government agencies or other key stakeholders if this should prove necessary. The decision of when to accompany the supplier to meetings will be taken by the British Embassy team. All the structure, logistic

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and other arrangements to carry on this project should be under the responsibility of the service supplier.

Key Dates for tender, evaluation and signing contract

Activity*	Dates
Invitation to Tender	02 September 2021
The tender closes	22 September 2021
Evaluation of proposals	23-24 September 2021
The responses are sent to participants**	27 September 2021
Contract sign-off	27-30 September 2021
Start working	1 October 2021

*Applicants who do not follow application procedures will be automatically disqualified.

**Date may be reviewed if interviews are required.

23. Applicants who do not have the required qualification and experience should kindly abstain from applying, as their applications will not be considered.
24. Only shortlisted candidates will be contacted and no telephone enquiries will be dealt with.
25. Shortlisted candidates may/ may not be invited to attend an interview before a final decision on selected candidate.
26. The appointment will be subject to local and British Embassy security checks and other verifications including references, educational and professional.
27. The British Embassy in Mexico is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidentiality.
28. Please send proposals to the following email: Mexico.Political@fcdo.gov.uk
29. Due to the amount of applications received, The British Embassy in Mexico will refrain to provide any feedback after the results of the tender are released.

SKILLS AND COMPETENCES

30. The expert(s)/organisation will have to demonstrate knowledge and experience in:
 - General regulatory framework that governs the National Anti-Corruption System, highlighting above all the General Law of Administrative Responsibilities (LGRA), General Law of the National Anticorruption System (LGSNA), bases for the operation of the National Digital Platform, and other applicable regulations;
 - Administrative and criminal process of a corruption complaint.
 - Knowledge of due process in the filing, follow-up and resolution of a complaint for crimes of corruption based on the current regulatory framework.
 - Experience in the use of complaint management platforms.

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- Knowledge of the National Digital Platform, its operation and main objectives, especially related to system 5.

BUDGET

31. The maximum budget for the service, covered under these terms of reference, will be no more than **£19,000 UK pounds**, including all applicable taxes and associated fees.
32. The supplier will propose the overall budget for this work which must be inclusive of all applicable taxes, overheads and travel costs for any field visits. Bidders are expected to show VfM and not reach the budget ceiling if costs can be lower. Payments will be made in arrears upon receipt of the final product, after any updates have been incorporated and signed-off by the British Embassy. **All the expenses caused by the development of the project must be included inside of the general budget, and there are not extra-expenses out of this budget.**
33. The British Embassy has the right to select the most appropriate payment method from either against a Contractor invoice via credit transfer or by GPC. If the Embassy elects to pay against an invoice via credit transfer, then the Contractor shall submit his invoice to the invoicing address stipulated by the Embassy within 28 days of meeting any milestone set out in the request for quotation to the satisfaction of the Authority or otherwise within 28 days of supplying the Goods or Services to the satisfaction of the Embassy. The Embassy shall pay the Contractor within 30 days of receipt against an undisputed invoice by payment direct to the Contractors bank account as a credit transfer.

EVALUATION OF PROPOSAL

34. The British Embassy will open the tender to different organisations that could potentially deliver the project. The Embassy will award the organisation that delivers the best value for money and the quality of the methodology proposal.
35. Interested parties are asked to tender an outline approach of how they would deliver the services mentioned above. The methodology should include a detailed budget for the cost of proposed activities and the CVs of the team members that would conduct the work. UK organisations may wish to consider including local experts in their proposed teams.
36. The British Embassy will evaluate the proposals according to the documents Project proposal form; and Schedule of prices & rates. Weighting for each document will be **70%: Project proposal form (technical proposal); and 30% Schedule of prices & commercial (Value for Money)**. No feedback of the evaluation proposal will be provided due to the amount of work.

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DUTY OF CARE

37. The Service Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this Contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.