

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION  
REQUEST FOR PROPOSAL**

**Reference: RFP No. HQ-2023-000060**

**Date: February 22, 2023**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for **the Development of the Mediation Council Website (here and after MCW)**. The full requirement is described in Annex C.

We also request that your Proposal is submitted using the format specifically detailed in Annex D, E and F.

Proposals 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.

Proposal shall be evaluated based on the criteria set in Annex B.

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

IDLO encourages every prospective Bidder 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 Request for Proposal (RFP).

By submitting a Proposal 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 RFP consists of the following Annexes. Please be guided by these in preparing your Proposal:

a.	Instructions to Bidders	Annex A
b.	Technical Evaluation Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Proposal Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Bidder's Proposal	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

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For any questions/clarifications related to this RFP before Deadline for Submissions of Proposals, please contact IDLO on [tenders@idlo.int](mailto:tenders@idlo.int) and mention **Clarification RFP NO. HQ-2023-000060** in the subject section of your email.

Deadline for Submission of Proposals: On or before

**Date: March 15, 2023**

**Time: 15:00 hours Rome, Italy** local time.

Thank you and we look forward to receiving your quotation.

Sincerely yours,

International Development Law Organization | IDLO

Moldova Country Office

**ANNEX A  
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Proposal	<p>The Bidder shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Proposals	<p>Proposals shall be nominated exclusively in <b>USD</b>.</p> <p><i>Note: Local Bidders/Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Proposal	<p>The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Proposals	<p>The Proposal shall be addressed to IDLO on or before  <b>Date: March 15, 2023</b>  <b>Time: 15:00 hours Rome, Italy</b> local time.</p> <p><i>Note: Proposals 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.</i></p>
6. Delivery Term and Place	<p>The Work will be based in Chisinau, Republic of Moldova.</p> <p>All activities related to the development and implementation of MCW will have an estimated duration of 4 months from the date of signing the contract, and shall be completed, and lunched in full operations no later than July 31, 2023. The Contractor shall provide a warranty, maintenance, and support services for 6 months after the acceptance of the MCW.</p> <p>Bidder to advise IDLO if their proposal has elements of supply of goods. If yes, Bidder must inform if Customs Clearance are required and whose responsibility it is to do so.</p>

7. Documents comprising the Bidder's Proposal	<p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> <li>1. Proposal Submission Form (see Annex D);</li> <li>2. Bidder Information Form (see Annex E)</li> <li>3. Bidder's Proposal divided into: <ol style="list-style-type: none"> <li>a. Technical Proposal (see Annex F1)</li> <li>b. Financial Proposal /Price Schedule (see Annex F2)</li> </ol> </li> </ol>
8. Contents of solicitation documents	<p>Proposals must offer services for the total requirement, unless specified otherwise in this RFP.</p> <p>Proposals offering only part of the requirement will be rejected.</p> <p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Proposal.</p>
9. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this RFP may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Proposals.</p> <p>Please mention <b>Clarification ITB NO. HQ-2023-000060</b> in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
10. Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Proposals IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO</p>

	entity may, at its discretion, extend the deadline for the submission of Proposals.
11. Technical Proposal	<p>The Bidder shall structure the Technical part of the Proposal as follows:</p> <p>(a) Proposed methodology This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.</p> <p>The Technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. Any technical proposal containing price information will be disqualified from consideration.</p> <p>It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.</p> <p>Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.</p>
12. Format, signing sealing, marking and submission of Proposals	<p>The Proposal shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.</p> <p>The Proposal must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.</p> <p>The Proposal will consist of two attached files named <b>“Technical Proposal”</b> and <b>“Financial Proposal”</b>.</p> <p>The <b>“Financial Proposal”</b> file will contain Price Schedule (see Annex F2) and will be password-protected by the Bidder. If the proposal passed the</p>



	<p>Technical Evaluation, IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal. Only Financial Proposals from Bidders whose Technical Proposals have passed the Technical Evaluation will be opened.</p> <p>The Bidder shall send two emails; one for Technical Proposal and one for the Financial Proposal to the following e-mail address:  <a href="mailto:tenders@idlo.int">tenders@idlo.int</a></p> <p>with the Subject: <b>“Technical Proposal for RFP No. HQ-2023-000060”</b>  and  with the Subject: <b>“Price Proposal for RFP No. HQ-2023-000060”</b></p> <p>before the deadline stipulated in this RFP.</p>
<p>13. Joint Venture, Consortium, or Association</p>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one proposal.</p> <p>The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> </ol>



	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p>
<p>14. Only One Proposal</p>	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;</li> <li>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder;</li> <li>f) or some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.</li> </ul>



15. Late Proposals	Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system.
16. Validity Period of Proposals	All Proposals will be valid for 90 days from the deadline for submission of Proposals. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO.
17. Modification and withdrawal of Proposals	<p>The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause <i>Deadline for Submission of Proposals</i>.</p> <p>No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals.</p> <p>No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder in the Proposal Submission Form.</p>
18. Amendment of the proposal	<p>At any time prior to the deadline of Proposal submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
19. Bidders' conference	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes
20. Right to accept, reject, or render non-responsive any or all Proposals	IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore,



	IDLO shall not be obliged to award the contract to the lowest priced offer.
21. Clarification of Proposals	To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.
22. Evaluation of Eligibility and Qualification	In general terms, Bidders that meet the following criteria may be considered qualified: <ul style="list-style-type: none"> <li>a) They are not included in IDLO Sanctions lists (EU, US, UN);</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with IDLO General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
23. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Proposal is still valid.
24. Preliminary Screening	IDLO will screen the Proposals' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Only Bidders that pass will proceed to Technical Evaluation
25. Correction of errors	In the event of a discrepancy between the unit price and the total price, 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 Proposal will be rejected.
26. Due Diligence	IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP requirements and</li> </ul>

	<p>evaluation criteria based on what has so far been found by the evaluation team;</p> <ul style="list-style-type: none"> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<p>27. Responsiveness of Proposals</p>	<p>IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO’s determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p>
<p>28. Evaluation of Proposal</p>	<p>A two-stage procedure is utilised in evaluating the Proposals after Preliminary Screening has been conducted; with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.</p> <p>The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of 490 points of the maximum obtainable 700 points.</p> <p>The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of scores:</p> <ul style="list-style-type: none"> <li>- Technical Proposal -70%, - 700 points maximum,</li> <li>- Financial Proposal - 30%, - 300 points maximum.</li> </ul> <p><b>Technical Evaluation</b></p> <p>The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation</p>



	<p>criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p><b>Financial Evaluation</b>  In the second stage the Financial Proposals of all Bidders who attained a minimum 490 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula:  Financial Proposal score = (Lowest Price / Price under consideration) x 300.</p>
29. Right to Vary Requirements at the time of the Award	<input type="checkbox"/> N/A for Framework Agreement <input checked="" type="checkbox"/> <b>Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of [goods and/or 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.</b>
30. Contract Award	The contract will be awarded to the Proposal with highest combined score obtained in Technical and Financial Evaluation.
31. Contract Signature	Within seven (7) 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 Proposal Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Proposals.
32. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for IDLO procurement opportunities. The content of other proposals and how they compare to the Bidder's submission will not be discussed.
33. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
34. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Proposal implies that the Bidder accepts both Annexes in full.</p>
35. Liquidated Damages	<input type="checkbox"/> N/A

	<p><input checked="" type="checkbox"/> <b>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.</b></p> <p><b>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.</b></p>
36. Partial Bid	<p><input checked="" type="checkbox"/> <b>Not permitted (All or Nothing)</b></p> <p><input type="checkbox"/> Permitted</p>

**ANNEX B  
TECHNICAL EVALUATION CRITERIA**

**Scoring Weight And Point**

Summary of Technical Proposal		Score Weight	Points Obtainable	Bidder A	Bidder B
1	<p style="text-align: center;"><b>Establishment and experience</b></p> <ul style="list-style-type: none"> <li>• Proof of completion of Projects with similar complexity, successfully implemented during last 2 years.</li> <li>• Adequate capabilities and resources to implement the work (financial and organizational).</li> <li>• Reference letters from customers.</li> <li>• Professional qualification and experience of proposed key personnel.</li> <li>• Professional Certifications</li> </ul>	20%	140		
2	<p style="text-align: center;"><b>Methodology</b></p> <ul style="list-style-type: none"> <li>• Responsiveness to Terms of Reference.</li> <li>• Explanation of the proposed overall methodology for producing the expected results of the assignment, the methodology for various sections/stages, list of deliverables, and timeline and budget.</li> <li>• The proposed methodology takes into account the assessment of envisioned risks. The inclusion of mitigation actions to address identified risks.</li> <li>• Clear explanation how the Bidder' will cope with multiple contracts/projects/assignments run in parallel with IDLO's (if any).</li> <li>• The proposed methodology provides information on quality assurance system for the Contract.</li> <li>• Clarity and conciseness of the language used in the proposal</li> <li>• Structure of the proposal</li> <li>• Layout of the proposal including formatting.</li> <li>• Adequacy of the extent to which the proposed methodology approach and work plan seems realistic, meets the requirements of the assignment and</li> </ul>	60%	420		

	<p>reflects the degree to which the Bidder understands the assignment and has the important aspects of the task been addressed in sufficient detail</p> <ul style="list-style-type: none"> <li>The overall engagement, management and participatory approach, and quality assurance on deliverables</li> </ul>				
	<input type="checkbox"/>				
3	<p><b>Reporting</b> Progress reporting (bi-weekly, ad hoc reporting) and Project Management Plan.</p>	20%	140		
	<input type="checkbox"/>				
	<b>Total</b>	100%	700		
	<b>Minimum Score to determine Pass/Fail</b>		490		
	<b>Bidder's Score</b>				
	<b>Bidder Pass/Fail to proceed to opening of Financial Proposal</b>				

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**ANNEX C**  
**TERMS OF REFERENCE**  
**Commercial Mediation and Arbitration Project in Moldova**

**A. About IDLO**

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

**B. Background**

The European Bank of Reconstruction and Development (EBRD), in partnership with the International Development Law Organization (IDLO), launched the implementation of the Commercial Mediation and Arbitration Project in Moldova (Phase IV), that aims to promote and facilitate the use of arbitration and commercial mediation on a national scale, with the goal of mainstreaming alternative dispute resolution methods for business in the country. The Project is implemented in cooperation and for the benefit of the Ministry of Justice, Mediation Council, Mediation Centers, and other relevant stakeholders. The project is financed by the USAID.

As part of the Project and in line with the Project Terms of Reference, the Project Team agreed to strengthen the institutional capacity of the Mediation Council, assist the Mediation Centre of the Chamber of Commerce and Industry of the Republic of Moldova with the strengthening of its institutional capacity and to support the Mediation Centre of the Chamber of Commerce and its regional offices in the operation of the mediation national roll-out program.

The development of comprehensive digital infrastructure for mediation represents a significant social value. It encourages participation in mediation process, creates a transparent

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environment for accreditation of mediators and mediation centers, maintains up to date the State Register of Mediators. Under this request, IDLO is inviting qualified national IT companies to submit Proposals for designing, developing, and implementing the IT solutions to promote mediation and strengthen the capacity of the **Moldova Mediation Council**.

The implementation of new website for Mediation Council represents a task that will support the transparency and efficiency of justice process and provides benefits for both citizens and state authorities. The development of comprehensive digital infrastructure for mediation represents a significant social value. It encourages participation in mediation process, creates a transparent environment for accreditation of mediators and mediation centers, maintains up to date the State Register of Mediators

### C. Expected Output

The MCW is destined for citizens, mediators, persons and entities that are intending to practice mediation activity who are interested in get the information and data on mediation legal framework, mediation data on institutional level, mediation entities, Mediation Council' activities and news.

MCW will:

- Provide information, news and articles related to mediation and Mediation Council activities in structured and user-friendly manner
- Will ensure access to its information and data from mobile devices (tabs, smartphones).
- Provide access to Electronic Stat Register of Mediators including searching of mediators and mediation entities.
- Ensure interaction between Mediation Council and mediators, persons who are planning to launch mediation activity and citizens who may be interested in mediation services.
- Provide public reports of mediation on institutional level

All activities related to the development and implementation of the MCW shall be completed within 4 months. The Contractor shall provide warranty, maintenance, and support services for the MCW for 6 months after the acceptance of the MCW.

The Contractor shall use the Rapid Application Development Agile methodology as a project management approach for the MCW implementation. As per this approach, the Contractor shall prioritize software functionalities and phases in the product backlog according to the stated objectives, working in close cooperation with the Purchaser.

### D. Institutional Arrangement

Key stakeholders for the implementation of MCW are as follows:

- Mediation Council – the main beneficiary and owner of the MCW;
- Ministry of Justice - the central specialized body of the public administration that ensures the realization of the governmental policy in the fields relevant to mediation;
- Mediators and Mediation Entities – persons and entities that are authorized mediation activities being registered in SRM.
- Citizens – people who use the mediation services and are interested in getting information regarding mediation and relevant statistic data.



- ITCSS – the owner of MCloud where the MCW will be hosted and the Technical Administrator of MCW;
- e-Governance Agency – the agency responsible for the government e-Transformation agenda implementation.

**E. Duration of the Work**

The MCW implementation offer will contain the project phases, proposed by the Supplier, clearly defined with the mention of the applied methodologies and deliverables that will be elaborated at the end of each phase. The phases described below are recommended. Supplier can propose his own vision on the phases of the project. In any circumstances the MCW must be launched in its full operations no later than July 31, 2023.

Supplier will indicate in the offer the implementation methodology, clearly explaining the reasons and benefits of this as well as its ability to apply it in practice

**F. Work Location**

The Work will be based in Chisinau, Republic of Moldova.

**G. Qualifications of the Successful Contractor**

The following are the general qualification criteria for this assignment:

- The bidder must be a legally registered company in Republic of Moldova or a member of a bidding consortium that includes at least one member that is a legally registered company in Republic of Moldova.
- The bidder must be in business for at least five years in implementing end-to-end online solutions (G2B or G2C).
- Have successfully completed at least three information system development projects of similar complexity
- The Bidder’s staff, designated for MCW implementation, will have experience of successful implementation of at least 5 projects with the similar complexity or higher. The reference letters from beneficiaries of mentioned projects will represent an advantage.
- The bidder must have financial capability and stability to successfully complete the contract.
- The bidder must demonstrate capability to provide its key staff with adequate qualification as is specified under Chapter 13. Implementation requirements from the MCW ToR.
- The bidder must demonstrate its local presence to perform key client-facing activities and provide on-going maintenance and technical support

**H. Scope of Tender Price and Schedule of Payments**

The contract price is a fixed output-based price regardless of extension of the herein specific duration:

Phases	MILESTONE	EXPECTED COMPLETION TIMELINE *
1 Planning and Design	Upon completion of Phase 1. All deliverables for Phase 1 are provided and accepted. Acceptance act for Phase 1 signed.	Bidder may propose its vision



		on the duration of this phase
2 MCW Development	Upon completion of Phase 3. All deliverables for Phases 2 and 3 are provided and accepted. MIS acceptance act signed.	Bidder may propose its vision on the duration of this phase
3 Migration		
4 Testing	Upon completion of Phase 5 (Piloting). MCW is launched in operations. All deliverables for Phases 4-5 are provided and accepted. Final acceptance act signed.	Bidder may propose its vision on the duration of this phase
5 MCW Administrator' training and MCW administration documentation		
6 Warranty and Maintenance	Monthly maintenance reports (for each of 6 months of warranty and support).	To be completed after 6 months from the end of the previous Phase

**I. Annexes to the TOR**

For the detailed Terms of Reference, please refer to the full version of Mediation Council Website (MCW) **TOR under Annex 1 of this RFP.**

**ANNEX D  
PROPOSAL SUBMISSION FORM**

**(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for **[INSERT AMOUNT OF MONEY AND CURRENCY]** as may be ascertained in accordance with the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We 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 understand that you are not bound to accept any Proposal you may receive.

Company/Organization: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: **Select date**

Signature: \_\_\_\_\_

*Duly authorized to sign this Proposal*

**ANNEX E**  
**BIDDER INFORMATION FORM**

<b>Name of Bidder:</b>	[Insert Name of Bidder]	<b>Date:</b>	Select date
<b>RFP reference:</b>	[Insert RFP Reference Number]		
<b>Legal name of Bidder</b>	[Complete]		
<b>Legal address</b>	[Complete]		
<b>Year of registration</b>	[Complete]		
<b>Bidder's Authorized Representative Information</b>	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
<b>Are you an IDLO vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Countries of operation</b>	[Complete]		
<b>No. of full-time employees</b>	[Complete]		
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]		
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]		
<b>Contact person that IDLO may contact for requests for clarifications during Bid evaluation</b>	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>▪ Quality Certificate for goods (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if relevant</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the tender is patented by the Bidder</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> </ul>		

- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
- Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years
- Company profile, including printed brochures and product catalogues (if any)
- Awards and Certifications (ISO, CMMI, etc.) if any
- Reference letters from past projects if any
- Proof of completion of Projects with similar complexity, successfully implemented during last 5 years
- Professional qualification and experience of proposed key personnel.
- Professional Certifications

## ANNEX F1- TECHNICAL PROPOSAL

### A. Establishment and Experience

1. Company profile, including printed brochures and product catalogues relevant to the goods and/or services being procured, information on number of years in operation, country of incorporation, and types of activities undertaken.
2. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
3. Relevance of specialized knowledge and experience on similar engagements done in the region/country within past 3 years; to be substantiated with copies of prior contracts, or contactable references and details of project size/scope
4. Experience working with other Inter-Governmental Organizations such as the World Bank and the United Nations and/or International Non-Governmental Organizations
5. Project resources planned to be assigned to this Contract (including CVs, certifications and qualifications of team members). Any new resources be recruited after award of contract?

#### Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
<b>Professional certifications</b>	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/Experience</b>	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments]</i></p>

	<i>and any other information or professional experience considered pertinent for this assignment.]</i>	
	[Insert]	
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>	
	Reference 1: [Insert]	Reference 2: [Insert]

**B. Methodology**

1. This section should demonstrate the Bidder’s responsiveness to the Terms of Reference (TOR) and has the highest percentage of Points
2. Explanation of the proposed overall methodology for producing the expected results of the TOR
3. Provide Detailed Project Implementation Plan showing Mobilization Timeline from the signing of the contract, how deliverable can be met on time from the time that the contract is signed
4. Please explain details of quality control points
5. Geographical coverage, including details of staff or offices or sub-contractors already operating in selected areas, if applicable

**C. Reporting**

1. Please explain progress reporting and Project Management Plan

## ANNEX F2- FINANCIAL PROPOSAL

The Bidder is requested to prepare the Financial Proposal/Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Bidders.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Bidder.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price breakdown per Project Phases and Deliverables:

Phase and deliverables	Effort units (person/days)	Professional fees (unit cost)	Other costs *	Total costs in USD
<b><i>Phase 1 – Planning and design</i></b>				
Project Management Plan and all its components.				
Work Breakdown Structure.				
MCW requirements validated and approved by Beneficiary, including at least 3 prototypes.				
Bi-weekly reports. Minutes of the meetings that took place during the phase.				
Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 1</b>				
<b><i>Phase 2 – MCW development</i></b>				
MCW components implemented within sprints.				
Results of demo to Beneficiary of the functionalities developed within sprints.				
Bi-weekly reports. Minutes of the meetings for presenting the functionalities and of other meetings that took place during the phase.				





Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 2</b>				
<b><i>Phase 3 – Migration</i></b>				
Report of migration testing.				
Bi-weekly reports. Minutes of the meetings that took place during the phase.				
Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 3</b>				
<b><i>Phase 4 – Testing</i></b>				
UAT plan.				
UAT scenarios.				
Report with the results of UAT.				
MCW deployment, configuration and administration manual.				
Bi-weekly reports. Minutes of the meetings that took place during the phase.				
Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 4</b>				
<b><i>Phase 5 – Training and documentation</i></b>				
Training agenda.				
Training plan.				
Training performed.				
Training report.				
Bi-weekly reports. Minutes of the meetings that took place during the phase.				
Report on deployment MCW on production environment.				
Final Acceptance Act.				





Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 5</b>				
<b><i>Phase 6 – Warranty and maintenance</i></b>				
Monthly reports on performed works.				
Updated source code of MCW together with libraries and third party software (if any);				
Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 6</b>				
<b>TOTAL COSTS including VAT FOR THE PROJECT in USD</b>				

Note: \* Other costs may include costs for software licenses, Software as a Service membership fees, travel expenses, insurance and any other costs that are not referring to effort costs (see the first column of the table above)

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**ANNEX G**  
**IDLO SPECIAL CONDITIONS OF CONTRACT**

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

Any bid 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_goods_august_2020.pdf)

[https://www.idlo.int/sites/default/files/documents/general\\_terms\\_and\\_conditions\\_for\\_services\\_feb\\_2022.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf)

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

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**Annex 1**  
**TERMS OF REFERENCE**  
**for developing**  
**Mediation Council Website (MCW)**

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## 1. GENERAL INFORMATION

### 1.1. Introduction

The implementation of new website for Mediation Council represents a task that is will support the transparency and efficiency of justice process and provides benefits for both citizens and state authorities. The development of comprehensive digital infrastructure for mediation represents a significant social value. It encourages participation in mediation process, creates a transparent environment for accreditation of mediators and mediation centers, maintains up to date the State Register of Mediators.

### 1.2. Background

The current Mediation Council website (hereinafter MCW) is available here - <https://mediere.gov.md>. The scope and high-level activities under the current assignment include:

- Development of a new version of official Mediation Council Website using modern technologies and UI/UX best practices;
- Migration of information and data from existing official website to new one;
- Facilitation of user acceptance testing (UAT) process;
- Warranty, system maintenance and user (MCW Administrator) support.

The present document describes the Terms of Reference for development and implementation of the Mediation Council' s website (hereinafter - MCW) is an integral part of the electronic governance, as specified in the Concept of Electronic Governance, approved by Government Decision Nr.733 as of June 28, 2006 and envisaged by policies of the European Union.

New Mediation Council website has to provide an easy access to mediation-related information, services and public reports.

The new MCW includes the following modules:

1. Sections and pages that provide information on various mediation aspects and Mediation Council activities in logic and convenient format,
2. Electronic State Registry of Mediators (SRM),
3. Public reports,
4. Searching module,
5. Content Management,
6. Data exchange.

The present Terms of Reference provides requirements regarding new MCW design, functionalities as well as non-functional requirements, warranty and post-implementation maintenance and support. Document provides technical and project management guidelines for development MCW and its components.



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All activities related to the new MCW implementation shall be completed within 4 months. The Contractor shall provide a warranty, maintenance, and support services for 6 months after the acceptance of the MCW.

The Contractor shall use the Rapid Application Development Agile methodology as a project management approach for the MCW implementation. As per this approach, the Contractor shall prioritize website functionalities and phases in the product backlog according to the stated objectives, working in close cooperation with the Purchaser. It is expected that Contractor will provide early prototyping and iterative development

### ***1.1. Legal background***

The Mediation Council Website design and implementation shall be carried out in compliance with the appropriate laws and regulations below:

- Legea Nr. LP137/2015 din 03.07.2015 cu privire la mediere.
- Hotărârea Guvernului Nr. HG303/2009 din 21.04.2009 cu privire la aprobarea condițiilor de achitare din contul statului a serviciilor de mediere în cauze penale.
- Anexă nr.1 la Hotărârea Consiliului de Mediere nr. 1 din 26.02.2016 - Standarde de formare inițială a mediatorilor.
- Ordinul Ministerului Justiției al Republicii Moldova Nr. OMJ647/2015 din 07.12.2015 pentru aprobarea Regulamentului privind acreditarea furnizorilor serviciilor de formare a mediatorilor.
- Ordinul Ministerului Justiției al Republicii Moldova Nr. OMJ614/2015 din 26.11.2015 cu privire la aprobarea Regulamentului privind înregistrarea birourilor și organizațiilor de mediere.
- Regulamentul privind selectarea prin concurs public a mediatorilor și reprezentantului societății civile în calitate de membri ai Consiliului de mediere.
- Ordinul Ministerului Justiției al Republicii Moldova Nr. 647 din 07.12.2015 pentru aprobarea Regulamentului privind acreditarea furnizorilor serviciilor de formare a mediatorilor.
- Ordinul Ministerului Justiției al Republicii Moldova Nr. OMJ648/2015 din 08.12.2015 cu privire la aprobarea Regulamentului privind atestarea mediatorilor.
- Ordinul Ministerului Justiției al Republicii Moldova Nr. 635 din 02.12.2015 cu privire la aprobarea Regulamentului privind organizarea și funcționarea Consiliului de mediere și Regulamentului privind selectarea prin concurs public a mediatorilor și reprezentantului societății civile în calitate de membri ai Consiliului de mediere.
- Hotărârea Ministerului Justiției al Republicii Moldova Nr. 2 din 26.02.2016 cu privire la aprobarea Codului deontologic al mediatorului.

### ***1.2. Abbreviations***

The following abbreviations are used in the present document hereby:

<b>Abbreviation</b>	<b>Description</b>
AGE	Agencia de Guvernare Electronica (Electronic Governance Agency)
API	Application Programming interface
BA	Business Analysis
NCPDP	National Center for Personal Data Protection
DBMS	DataBase Management System
GUI	Graphical User Interface
ITCSS	Information Technology and Cyber Security Service
IS	Information System
MC	Mediation Council
ME	Mediation Entity
MS	Microsoft
MCW	Mediation Council Website
OS	Operating System
PM	Project Manager
RAD	Rapid Application Development
SDD	Software Design Description
SRLP	State Register of Legal Professions
SRM	State Register of Mediators
UC	Use Case

### ***1.3. Scope and objectives of the Mediation Council Website***

The MCW is destined for citizens and mediators who are interested in get the information and data on mediation legal framework, mediation data on institutional level, mediation entities, Mediation Council' activities and news.

MCW will:

- Provide information, news and articles related to mediation and Mediation Council activities in structured and user-friendly manner
- Will ensure access to its information and data from mobile devices (tabs, smartphones).
- Provide access to Electronic Stat Register of Mediators including searching of mediators and mediation entities.

- Ensure interaction between Mediation Council and mediators, persons who are planning to launch mediation activity and citizens who may be interested in mediation services.
- Provide public reports of mediation on institutional level.

#### ***1.4. The main principles of MCW***

The key principles of the MCW are the following:

1. ***Usability.*** Information presented by MCW will be well structured and presented in the form that will allow user easily to find information, perform search etc. The MCW navigation structure will take into consideration type of visitors (mediators, person who intends to become mediator, person who is looking for mediator etc.) proposing specific navigation path starting from MCW home page.
2. ***Three languages GUI.*** MCW will display its user interface in three languages – Romanian, English and Russian. System must have a tool for simple management of translations as well as possibility to show/hide any linguistic version.
3. ***Responsive design.*** MCW will allow users to access and browse its pages using mobile devices (tabs, smartphones).
4. ***MStyle compliance.*** MCW will be designed taking into consideration the MStyle official guidelines for electronic governmental services – MStyle (<https://mstyle.gov.md>). The MStyle recommendations are included in the present document (see corresponding section).
5. ***Compliance with legal framework,*** especially with Governmental Decision Nr. 188 from 03/04/2012 (Hotărârea Guvernului Nr. 188 din 03-04-2012) available [here https://www.legis.md/cautare/getResults?doc\\_id=103186&lang=ro#](https://www.legis.md/cautare/getResults?doc_id=103186&lang=ro#) and with Article #8 of the Draft of Law regarding access to information of public interest (Proiectul legii privind accesul la informațiile de interes public) available [here https://cancelaria.gov.md/sites/default/files/document/attachments/1003\\_mj.pdf](https://cancelaria.gov.md/sites/default/files/document/attachments/1003_mj.pdf)
6. ***Interoperability.*** The MCW ensures interoperability with SRLP.
7. ***Cost-efficiency in implementation and maintenance.*** The MCW development and maintenance approach is seeking to achieve high cost-efficiency through:
  - a) *preferable usage of Open-Source software,*
  - b) *integrating MCW with SRLP for providing data on mediators and mediation entities (SRM data) and public reports.*

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### 1.5. *Stakeholders involved and their roles*

Key stakeholders for the implementation of MCW are as follows:

- **Mediation Council** – the main beneficiary and owner of the MCW;
- **Ministry of Justice** - the central specialized body of the public administration that ensures the realization of the governmental policy in the fields relevant to mediation;
- **Mediators and Mediation Entities** – persons and entities that are authorized mediation activities being registered in SRM.
- **Citizens** – people who use the mediation services and are interested in getting information regarding mediation and relevant statistic data.
- **ITCSS** – the owner of MCloud where the MCW will be hosted and the Technical Administrator of MCW;
- **e-Governance Agency** – the agency responsible for the government e-Transformation agenda implementation.

## 2. INTEROPERABILITY

MCW will be integrated with SRLP. It will consume following data, exposed by SRLP over API:

- 1) Mediators' and mediation entities' data, extracted from SRLP (its SRM data). Users may perform search through SRM (filter SRM data by one or combination of several filters).
- 2) Aggregated data of public statistical reports related to mediation (reports on institutional level).

**Note:** As an possible alternative of integration MCW with SRLP, the MCW may be integrated with Register of Authorized Persons (<https://mpower.gov.md/#/en/public-authorizations>)

## 3. FUNCTIONAL MODULES

The following functional module must be implemented in MCW:

### 3.1. *Public website*

Represents a set of webpages that provide information and data related to mediation. The structure of MCW will be defined during business analysis phase.

This module should provide at least following sections:

- **News, articles, interviews, photo galleries.**
- **Legal framework** – lists of legal acts, governmental decisions, regulations etc. related to mediation. The content of this section will be displayed in html format and will be available for downloading in .pdf or .doc format.
- **Mediation Council presentation** – pages that will present the MC, its structure, regulation, mission etc.,

- **Public information** - strategies, plans, public reports etc.,
- **Send request** – webform for sending various types of requests (complaints against mediator / mediation entity, inquiries etc.) with functionality of attaching files.
- **Promo mediation** – section that will provide information on mediation, its advantages, how to apply etc.
- **Contact us** page - will provide contact information and quick-contact form,
- **Partners, projects** etc.
- **Frequently Asked Questions** – section will provide answers on most common questions citizens may have related to mediation, State Register of Mediators, Mediation Council etc.)
- **Register of mediation training providers** – list of entities eligible to provide professional training for mediators or persons who intend to get mediator’s authorization.
- **Useful web resources** (library of useful links relevant to mediation),
- **Library** – download-able documents that may represent interest for MCW visitors.
- **Other sections** if will be defined during business analysis phase.

### 3.2. **State Registry of Mediators (SRM)**

This page (section) provides public data (access to unauthorized users) on registered mediators and mediation entities. This section will be emphasized by banner(s) on the home and inner page(s) to ensuring users to access SRM quick and easy.

At least the following data will be provided by the list of mediators and mediation entities:

1. Registration number (in SRLP),
  2. Name, surname of mediator,
  3. Nr (series and number) of certificate of mediator,
  4. Date of issuance the certificate of mediator,
- Language(s) used by mediator (mediation entity) – Ro, Ru, En, other.
  - Mediation specialization,
  - Type and name of mediation entity,
  - Full physical address of mediator or mediation entity (district/municipality, locality, street, building, office/ap, postal code),
  - Contact phone(s) number(s),
  - Contact email address(es),
  - Type of grounding act,
  - Number of grounding act.
  - Date of grounding act.

- 
- Current status (active, suspended, terminated etc.).

Public users may access this section (page) for previewing full list of mediators. Users may narrow the list of mediators using searching (filtering) functionality. MCW will allow user to perform a complex search through SRM by applying filters by any or all data mentioned above.

Users will be able to download the register of mediators in .pdf format, results being dependent on applied filters if any.

Data for SRM provided by MCW will be received through API from SRLP. In situations when data exchange through API will not be available users will be able to upload SRM data into MCW from the file with predefined data structure.

### **3.3. Public reports**

MCW visitors will have the functionality of accessing predefined aggregated reports that will present mediation data on institutional level.

The MCW has a role of consumer of reports data being provided by SRLP (its SRM part) and exposed for MCW. At least the Report on aggregated data on solutioned litigations will be published on MCW.

MCW will provide users the set of filters – regions/rayons, type of mediation cases, reporting period (by default the current year report will be displayed i.e. from January 1 current year to date when report is accesses) etc.

Users will be able to download public reports from MCW in at least .pdf format, reporting data being dependent on applied filters if any.

The list of reports published on MCW will be defined together with Mediation Council.

### **3.4. Searching module**

MCW will provide users with a search functionality through the information published on the site. The search functionality will be displayed on all pages of the site (for ex. in the header of MCW). No search referrals will be made to other sites.

### **3.5. Content management module**

The module is designed for at least following MCW administration functionalities:

1. Management of sections, pages and page elements (add, remove, edit section/page and its content – text, images, files) including headers and footers.
2. Uploading SRM data from the file – this functionality will be used when data exchange between MCW and SRLP will not be functional.
3. Translations of MCW GUI elements (in both Ro and Ru);

### 3.6. *Data exchange module*

This functional module will provide MCW administrator with functionality of turning on/off data exchange with SRLP. It also will allow administrator to define the set of data extracted from SRLP (its SRM data) to be displayed to user.

## 4. ACTORS

The following human roles will be available in MCW:

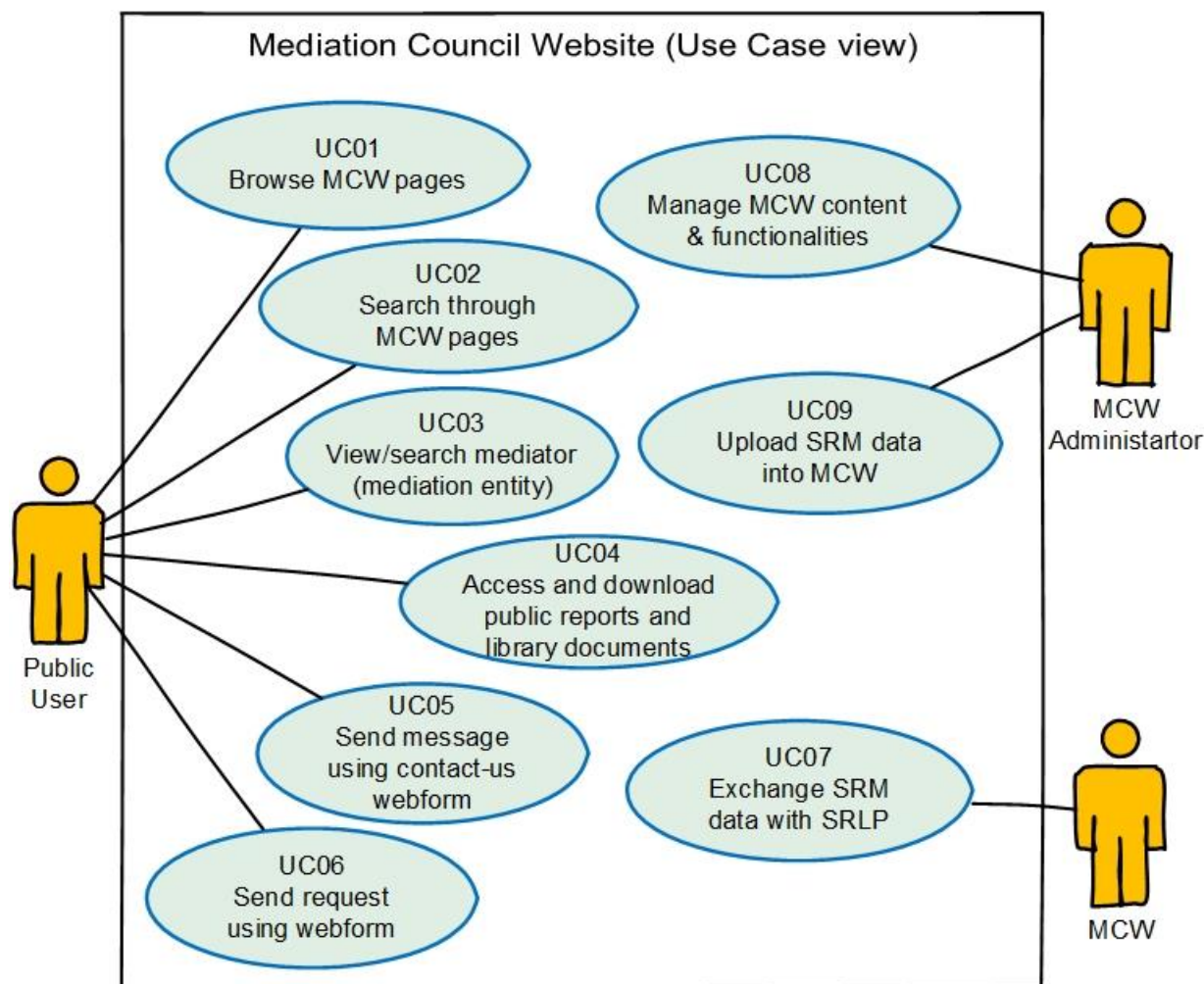
Role	Available functionalities
Public user	<ul style="list-style-type: none"><li>• Browse MCW pages,</li><li>• Perform searches within MCW,</li><li>• Perform searches within SRM,</li><li>• Access and download public reports and available files from library (legal acts, regulations etc.).</li><li>• Post message using "contact us" webform.</li></ul>
MCW Administrator	<ul style="list-style-type: none"><li>• Manages MCW content – add/remove/update sections, pages, page content and files, translate GUI.</li><li>• Upload files with SRM data (when API data exchange between MCW and SRLP is nonfunctional).</li><li>• Configures the data exchange with SRLP.</li></ul>

The non-human role implemented in MCW is the State Register of Legal Persons (SRLP) only, this will provide MCW with following data:

- SRM data (data from State Register of Mediators),
- Public reports (relevant to mediation activity).

## 5. BUSINESS PROCESSES ENSURED BY MCW AND RELATED REQUIREMENTS

The MCW ensures business processes shown on Use Cases scheme below:



### 5.1. UC-01 Browse MCW pages

The Use Case is dedicated to the process of accessing and browsing MCW pages. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR01.1	Mandatory	MCW pages will be accessible for non-authenticated (i.e. public) internet users.



FR01.2	Mandatory	MCW will be accessible using the most popular web browsers (at least Google Chrome, Mozilla Firefox and Microsoft Edge).
FR01.3	Mandatory	MCW pages will be grouped into logic sections.
FR01.4	Mandatory	MCW will provide logic, intuitive and user-friendly navigation tool through its sections and pages (for example the breadcrumbs).
FR01.5	Mandatory	<p>MCW will provide at least following sections (site will provide sections that are currently available):</p> <ul style="list-style-type: none"> <li>- News, articles, interviews, photo galleries.</li> <li>- Legal framework – lists of legal acts, governmental decisions, regulations etc. related to mediation. The content of this section will be displayed in html format and will be available for downloading in .pdf or .doc format.</li> <li>- Mediation Council presentation – pages that will present the MC, its structure, regulation, mission etc.,</li> <li>- Promo mediation.</li> <li>- Send request – webform for sending requests with functionality of attaching files.</li> <li>- Public information - strategies, plans, public reports etc.,</li> <li>- Contact us page - will provide contact information (including find us on the map) and quick-contact form,</li> <li>- Partners, projects etc.</li> <li>- Frequently Asked Questions – section will provide answers on most common questions citizens may have related mediation, State Register of Mediators, Mediation Council etc.)</li> <li>- Useful web resources (library of useful links relevant to mediation),</li> <li>- Library,</li> <li>- State Register of mediators (SRM).</li> <li>- Register of mediation training providers.</li> <li>- Public reports.</li> </ul> <p>Other sections if will be defined during business analysis phase.</p>
FR01.6	Mandatory	For most important sections, the MCW will provide banners to ensure quick and easy access to corresponding pages.

FR01.7	Mandatory	When the files are published on MCW page, the website will allow user to download file in their original format (ex. .pdf, .doc, .xls etc.).
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### 5.2. UC-02 Search through MCW pages

The present Use Case is dedicated to the process of searching data through all MCW pages. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR02.1	Mandatory	The present Use Case is available for public users.
FR02.2	Mandatory	MCW will provide functionality of searching through its content and viewing records on returning results.
FR02.3	Mandatory	MCW will provide a mechanism to search for data and files (the search of files will be performed through their metadata).
FR02.4	Mandatory	In case of large lists of searching outputs, the MCW will provide a pagination functionality.
FR02.5	Mandatory	System will provide searching functionalities for its every section in order to allow user to search records with specific types or statuses.

### 5.3. UC-03 View/search mediator' (mediation entity)' data in SRM

The Use Case is dedicated to the process of searching and accessing data on mediators and mediation entities registered in SRM. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
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FR03.1	Mandatory	The present Use Case is available for public users.
FR03.2	Mandatory	MCW will allow defining the following search targets: <ul style="list-style-type: none"> <li>- Mediators.</li> <li>- Mediation entities.</li> </ul>
FR03.3	Mandatory	MCW will provide functionality of searching and viewing records on mediators and mediation entities from SRM only.
FR03.4	Mandatory	When user accesses SRM section of MCW, the MCW will display at least following SRM data: <ul style="list-style-type: none"> <li>- Registration number (in SRM),</li> <li>- Name, surname of mediator,</li> <li>- Nr (series and number) of certificate of mediator,</li> <li>- Date of issuance the certificate of mediator,</li> <li>- Language(s) used by mediator (mediation entity) – Ro, En, Ru, other.</li> <li>- Mediation specialization,</li> <li>- Type and name of mediation entity,</li> <li>- Full physical address of mediator (district/municipality, locality, street, building, office/ap, postal code),</li> <li>- Contact phone(s) number(s),</li> <li>- Contact email address(es),</li> <li>- Type of grounding act,</li> <li>- Number of grounding act.</li> <li>- Date of grounding act.</li> <li>- Current status (active, suspended, terminated etc.).</li> </ul>
FR03.5	Mandatory	MCW will provide simple, intuitive and flexible tools to define search (filtering) criteria.
FR03.6	Mandatory	MCW will ensure searching (filtering) SRM data by at least following criteria: <ul style="list-style-type: none"> <li>- Exact date or period of registration (from - to),</li> <li>- Address (region/rayon, municipality),</li> <li>- Language used by mediator within mediation cases (mediation entity) – Ro, Ru, En,</li> <li>- Mediation specialization (types of mediated cases),</li> <li>- Current status.</li> </ul>

FR03.7	Mandatory	MCW will display the list of mediators (mediation entities) which correspond to searching criteria (or full list of mediators if no one filter applied).
FR03.8	Mandatory	MCW will allow user to download searching outputs in .pdf format.
FR03.9	Mandatory	In case of large lists of searching outputs, the MCW will provide a pagination functionality. User will be able to set the number of elements per displayed page (ex. 10, 25, 50, all).
FR03.10	Mandatory	MCW will allow users to refine the search in found results.

#### 5.4. UC-04 Access and download public reports and library documents

The present Use Case is dedicated to the process of accessing and downloading reports generated by SRLP and transferred to MCW as .pdf files. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR04.1	Mandatory	The present Use Case is available for public users.
FR04.2	Mandatory	MCW will provide a set of predefined aggregated statistical reports, taken from SRLP and available for public users.
FR04.3	Mandatory	In case of large number of reports' elements, the MCW will provide a pagination functionality.
FR04.4	Mandatory	User will be able to set the number of elements per displayed report page (ex. 10, 25, 50, all).
FR04.5	Optional	MCW will allow users to refine reports' filters in found results.

FR04.6	Mandatory	Users may download public reports in .pdf or .xlsx format.
FR04.7	Mandatory	The "Library" section will display the list of documents that may represent interests for MCW visitors – application forms, regulations etc. Documents may be arranged in logic and user-friendly manner, for example grouped by sections.
FR04.8	Mandatory	List of documents available in "Library" will display at least name (title) of document and date it was posted on MCW.
FR04.9	Mandatory	Documents available in "Library" will be downloaded in their original format.

**5.5. UC-05 Send message using contact-us webform**

The present Use Case is dedicated to the process of posting email messages to predefined MC email address. At least following functional requirements related to this business process must be implemented:

<b>ID</b>	<b>Mandatory / Optional</b>	<b>Requirement</b>
FR05.1	Mandatory	The present Use Case is available for public users.
FR05.2	Mandatory	MCW will provide web form to User for posting text messages, that will be sent to predefined email address of MC.
FR05.3	Mandatory	Webform will allow User to attach files of predefined formats only - .pdf, jpg, .doc, .xls.
FR05.4	Mandatory	Webform will allow User to attach files which will not exceed 10MB in volume (the maximum allowable volume to be configurable).



FR05.5	Mandatory	The elements of webform will be defined during business analysis phase (type of enquiry, subject, message content etc.).
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### 5.6. UC-06 Send request using webform

The present Use Case is dedicated to the process of posting requests (complaints, inquiry etc.) using specific webform. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR06.1	Mandatory	The present Use Case is available for public users.
FR06.2	Mandatory	MCW will provide web form to User for posting requests together with attached file(s). The request will be sent to predefined email address of MC.
FR06.3	Mandatory	Webform will allow User to select the type of request (complaint, inquiry, other message) from predefined list of requests types.
FR06.4	Mandatory	Webform will require user to attach at least one file in .pdf format only.
FR06.5	Mandatory	Additionally, system will allow user to attach multiple files of supporting documents in some other predefined formats - .pdf, jpg, .doc, .xls.
FR06.6	Mandatory	Request webform will allow User to attach files (of complain and supporting documents) which will not exceed 10MB each (this will be configurable).
FR06.7	Mandatory	The elements of webform will be defined during business analysis phase (type of request, subject, message content etc.).

### 5.7. UC-07 Exchange data with SRLP

The present Use Case is dedicated to the process of data exchange between MCW and SRLP. At least following functional requirements related to this business process must be implemented:

<b>ID</b>	<b>Mandatory / Optional</b>	<b>Requirement</b>
FR07.1	Mandatory	MCW will ensure direct data exchange with SRLP via web API.
FR07.2	Mandatory	MCW will consume data related to the State Register of Mediators exposed by SRLP over API for getting data of the following objects: <ul style="list-style-type: none"> <li>- SRM records (both mediators and mediation entities),</li> <li>- Public reports (aggregated statistical data).</li> </ul>
FR07.3	Mandatory	MCW will provide its Administrator the functionality of data exchange configuration (turn on/off, set the data displayed in SRM section).
FR07.4	Mandatory	System will ensure functionality of uploading SRM data in condition when data exchange between SRLP and MCW is not working or is turned off.
FR07.5	Mandatory	In condition when API data exchange works well the data obtained through data exchange will have priority comparing data uploaded manually. In such situation the MCW will display to users the SRM data, provided over API.
FR07.6	Mandatory	Functionalities described in FR06.3 and FR06.4 are available for MCW Administrator only.

**5.8. UC-08 Manage MCW content and functionalities**

The present Use Case is dedicated to the process of management MCW content – sections, pages and other content management functionalities. At least following functional requirements related to this business process must be implemented:

<b>ID</b>	<b>Mandatory / Optional</b>	<b>Requirement</b>
FR08.1	Mandatory	MCW content management functionalities will be available for MCW Administrator only.



FR08.2	Mandatory	<p>MCW will provide content management functionalities:</p> <ul style="list-style-type: none"> <li>- Add/remove/update menu and sub-menus,</li> <li>- Add/remove/update sections and web pages,</li> <li>- Edit content of web pages (including header and footer, images, banners etc.),</li> <li>- Add/remove files, including images and media files.</li> </ul>
FR08.3	Mandatory	<p>When the maintenance works are done, the MCW Administrator will have functionality to transfer website into maintenance status. In such case MCW will display appropriate message to its visitors.</p>

## 6. GENERAL REQUIREMENTS

The general requirements, stipulated in this chapter are based on best practices of website development, Beneficiary' expectations and some official requirements regarding governmental information resources (Standard of the Republic of Moldova "SMV ISO / IEC 27002: 2009 information technology. Security techniques. Code of practice for information security management." - <https://www.iso.org/standard/54533.html>)

ID	Importance	Requirement' description
FR09.1	Mandatory	<p>The MCW will provide its GUI in three language versions – Romanian, English and Russian with identical structure and content.</p> <p>Initially (by the date of launching into operations), Russian and English version may be not populated by the content identical to Romanian version. This may be done later on as maintenance service or by beneficiary staff.</p>
FR09.2	Mandatory	MCW Administrator will manage translations of MCW GUI.
FR09.3	Mandatory	The MCW' GUI will comply with Level of Web Content Accessibility Guidelines (WCAG) 2.1.
FR09.4	Mandatory	The MCW GUI will be optimized to be displayed on screens with resolution 1360x768 pixels.
FR09.5	Mandatory	GUI will provide responsive design to ensure MCW operations using desktop PCs, tabs, notebooks and especially smartphones.



		This requirement is one of key requirements as Beneficiary complains of impossibility to browse current website using tab or smartphone.
FR09.6	Mandatory	<p>The MCW navigation structure will take into consideration type of visitors, proposing specific navigation path starting from MCW home page. Thus, mediators, person who intends to become mediator, person who is looking for mediator etc. Will access information they are interested in at shortest path.</p> <p>For example, the MCW home page may display some specific elements or sections designated for specific type of visitors for example: „Looking for mediator?“, „Want to be a mediator?“, „Information for mediators“. Depending on User choice the MCW pages will be arranged to provide predominantly user-specific information.</p>
FR09.7	Mandatory	<p>MCW will be implemented taking into consideration the official recommendations and guidelines for electronic governmental services – MStyle (<a href="https://mstyle.gov.md">https://mstyle.gov.md</a>).</p> <p>MStyle provides recommendations for:</p> <ul style="list-style-type: none"> <li>• Design of grids;</li> <li>• Color pallet;</li> <li>• Navigation menu;</li> <li>• Icons and images;</li> <li>• Electronic forms;</li> <li>• Coding notation;</li> <li>• Other elements and technical aspects (see on MStyle official page).</li> </ul> <p>Supplier will use the MStyle recommendations where these will be relevant and accepted by beneficiary.</p>
FR09.8	Mandatory	<p>The structure of MCW must comply with legal framework, namely:</p> <ul style="list-style-type: none"> <li>• Governmental Decision Nr. 188 from 03/04/2012 (Hotărârea Guvernului Nr. 188 din 03-04-2012) available here</li> </ul>

		<p><a href="https://www.legis.md/cautare/getResults?doc_id=103186&amp;lang=ro#">https://www.legis.md/cautare/getResults?doc_id=103186&amp;lang=ro#</a> and with Article #8</p> <ul style="list-style-type: none"> <li>• Draft of Law regarding access to information of public interest (Proiectul legii privind accesul la informațiile de interes public) available here <a href="https://cancelaria.gov.md/sites/default/files/document/attachments/1003_mj.pdf">https://cancelaria.gov.md/sites/default/files/document/attachments/1003_mj.pdf</a></li> </ul>
FR09.9	Mandatory	MCW will allow downloading files posed on its pages (example – statistical reports, legal acts, images etc. Files available for download in their original formats.
FR09.10	Mandatory	MCW will have a contact us page that will provide at least following functionalities: <ul style="list-style-type: none"> <li>- List of contact information (MC physical address, emails and phone numbers),</li> <li>- Contact-us webform that will allow visitors to post messages to predefined MC' email address.</li> <li>- Find us on map – MC location on map.</li> </ul>
FR09.11	Mandatory	Social media sharing features –content sharing (news, articles) in social networks (at least Facebook and LinkedIn).
FR09.12	Mandatory	System will deliver searching functionality information published on the site.
FR09.13	Mandatory	For all feedback, contact us, send request etc. form the CAPTCHA functionality will be implemented.
FR09.14	Mandatory	All pages must contain metatags: author, subjects, keywords (tags)
FR09.15	Mandatory	For small graphical files (pictures) the link to picture with better quality must be provided.
FR09.16	Mandatory	MCW must integrated with Google Analytics API to collect statistical data about website visitors and their behavior. At least following MCW parameters will be monitored: <ul style="list-style-type: none"> <li>- Page visits (per every page), unique visitors etc.;</li> <li>- Visits statistics depending on keywords used by search engines;</li> <li>- References from other websites;</li> <li>- Traffic sources data;</li> <li>- Content efficiency;</li> <li>- Statistics about browsers, used for access to MCW;</li> </ul>

		<ul style="list-style-type: none"> <li>- Users' behavior;</li> <li>- Access from mobile devices;</li> <li>- Other data that will provide vision on MCW access statistics, users' behavior and trends.</li> </ul>
FR09.17	Mandatory	All MCW functionalities will be accessible through most popular web browsers -Microsoft Edge / Internet Explorer, Mozilla Firefox, Opera, Google Chrome and will not require the installation of some additional components (plugins etc.).
FR09.18	Mandatory	MCW (both, testing and production sites) will be hosted in governmental MCloud platform. In circumstances of delay with providing testing MCloud hosting infrastructure, supplier will deploy testing MCW on its own infrastructure.
FR09.19	Mandatory	MCW supplier will include in the offer all licenses for all COTS software required for MCW operation (if any). Licenses for DBMS, software libraries and other system software will be specified.
FR09.20	Mandatory	MCW supplier will transmit to Beneficiary all rights on MCW. These must include the licensed third-party software products if any.
FR09.21	Mandatory	Any data stored in the MCW database are the property of the Beneficiary. Access to this data throughout the contracting period of the supplier, as well as after, is subject to the requirements and clauses of confidentiality of information.
FR09.22	Mandatory	Supplier will develop MCW respecting intellectual property rights of any third party – will use all graphical elements of MCW with no copyright violation.

## 7. SPECIAL ACCESSIBILITY FUNCTIONALITIES FOR PEOPLE WITH VISION AND HEARING DIFFICULTIES

Special design functionalities provide adjustment of website colors, contract, dimensions of cursor, text and images, line heights etc.

See an example of such special functionalities on Agency for Court Administration of Ministry of Justice website - <https://aaij.justice.md>.



## 8. NON-FUNCTIONAL REQUIREMENTS

The following non-functional requirements are defined taking into consideration the official standards used in Republic of Moldova as well as IT best practices.

### 8.1. Technological requirements

ID	Importance	Requirement' description
TECH01.1	Mandatory	MCW must be developed based on content management platform (WordPress or Drupal are the most preferable platforms)
PERF01.2	Mandatory	MCW will operate on LAMP environment (Linux, Apache, MySQL, PHP).

### 8.2. Performance requirements

MCW will ensure the ability to process in a timely manner all transactions made by public users.

ID	Importance	Requirement' description
PERF01.1	Mandatory	The response time to a simple transactional query should not exceed 1 second (this requirement is not applied does not

		refer to the generation of reports).
PERF01.2	Mandatory	The must be able to handle no less than 100 concurrent users with the possibility of scalability up to 300 concurrent sessions in the subsystem expansion process.
PERF01.3	Mandatory	Searching data through SRM should not affect the operational performance of the MCW.

### 8.3. Migration requirements

The new MCW must be populated with data, these requirements being listed below.

ID	Importance	Requirement' description
MIGR01	Mandatory	Before launching into production, the supplier will populate new MCW with data (texts, articles, files) taken from current website or other content, provided by Mediation Council.
MIGR02	Mandatory	In circumstances when SRLP data exchange is not available yet, supplier must perform uploading of file with SRM data (data will be provided by MC).
MIGR03	Mandatory	Development of content for new MCW (writing content) and search engine optimization are out of scope of works.

### 8.4. Security requirements

ID	Importance	Requirement' description
SEC01	Mandatory	The "Secure by design" approach will be used when developing MCW.
SEC02	Mandatory	System documentation will describe the placement and specifications of the MCW components.
SEC03	Mandatory	Before transferring MCW to Beneficiary, the Supplier will create at least one user account with MCW Administrator role and will deliver account credentials to Beneficiary's official representatives.
SEC04	Mandatory	The system will not contain hard-coded access credentials.
SEC05	Mandatory	The system will not store access credentials in open (non-encrypted) in the database, configuration files.
SEC06	Mandatory	MCW will ensure access to its administration functionalities

		through using access credentials - username and password.
SEC07	Mandatory	MCW will ensure using of predefined complex MCW Administrator usernames and passwords (at least 8 symbols, at least one character, digit and special symbol).

## 9. IMPLEMENTATION REQUIREMENTS

This chapter sets out the requirements for the methodology for implementing the MCW and the estimated phases together with the deliverables of the task implementation project in this Terms of Reference.

### 9.1. *Implementation methodology and approach*

This chapter sets out the requirements for the methodology for implementing the MCW functionalities.

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
IMP01.1	Mandatory	The bidder will use the agile methodology with the Rapid Application Development (RAD) approach. The phases of the project, proposed by the present Terms of Reference will be respected.
IMP01.2	Mandatory	The Beneficiary will designate its staff as members of the project team from the Beneficiary side with a clear explanation of their roles and key competencies
IMP01.3	Mandatory	The implementation team will deliver to the Beneficiary's team at least 3 prototypes of the MCW at the initial stages of project in order to obtain the beneficiary's feedback and select the prototype used for further MCW development.
IMP01.5	Mandatory	The Supplier is responsible for the management of the MCW implementation project. The Supplier is responsible for identifying and mobilizing the necessary resources for the execution of activities in its area of responsibility, established in the project management plan at an agreed quality level.

IMP01.6	Mandatory	The Beneficiary is responsible for all procedural and administrative aspects, related to the acceptance of deliverables and launching of MCW.
IMP01.9	Mandatory	The Supplier will appoint a project manager, who will be coordinate the project team.
IMP01.1 0	Mandatory	The Supplier' PM will have the authority to execute the project activities and will bear primary responsibility for the production and presentation of the deliverables in accordance with the established terms and quality criteria.
IMP01.1 1	Mandatory	The Supplier's PM will officially communicate / report to the Beneficiary the progress and problems of the project on bi-weekly basis.
IMP01.1 2	Mandatory	Supplier's team will cooperate directly with SRLP development team to ensure efficient and smooth integration MCW with SRLP (ensure data exchange).

### *9.2. Deliverable's requirements*

<b>ID</b>	<b>Importan ce</b>	<b>Requirement' description</b>
IMP02.1	Mandatory	Deliverables developed for Beneficiary will be provided in Romanian language.
IMP02.2	Mandatory	Deliverables developed for IDLO and EBRD only (bi-weekly reports, Project Management Plan and all its components, Work Breakdown Structure) will be provided in English language.
IMP02.3	Mandatory	During the project all deliverables previously provided will be updated if necessary and sent to Beneficiary.
IMP02.4	Mandatory	By default, all deliverables will be presented in electronic form. If necessary, the documents will be signed with the application of the MSign digital

		signature or holographic signature. Holographically signed documents will be presented in original.
IMP02.5	Mandatory	Deliverables will be considered accepted in compliance with the following conditions: <ul style="list-style-type: none"> <li>- They are presented to the Beneficiary.</li> <li>- The Beneficiary has no comments on the content of deliverables.</li> </ul>

### 9.3. *Supplier's project team requirements*

This chapter sets out the requirements for the team that must be provided by Supplier for MCW' successful implementation.

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
IMP03.1	Mandatory	The development team must consist of experienced individuals with adequate skills. The Supplier will provide at least following team for MCW implementation: <ul style="list-style-type: none"> <li>1) Team Leader- one person,</li> <li>2) Software / Database Developer – one person,</li> <li>3) Designer – one person,</li> <li>4) QA Specialist – one person,</li> <li>5) Training and Documentation Specialist – one person.</li> </ul>
IMP03.2	Mandatory	The Supplier's staff, designated for MCW implementation, will have experience of successful implementation of at least 5 projects with the similar complexity or higher.
IMP03.3	Mandatory	The Bidder is required to submit a CV for each member of the project team with descriptions of projects for which they have worked and their role in the project. It is desirable that the bidder submits individual references for members of the development team with end-user contact data in projects for which they have worked through which references can be confirmed.



IMP03.4	Mandatory	<p>Minimum requirements regarding the experience of Team Leader - 4 years of experience in managing development and implementation of information systems. At least 3 years of proven experience in business analysis – requirements elicitation and management, analysis of business processes and rules etc. At least 4 projects with the similar complexity or higher in position of Project Manager / Team Leader / Business Analyst.</p> <p>University degree in IT.</p> <p>Internationally recognized certifications in the area of project management or business analysis will represent an advantage.</p>
IMP03.5	Mandatory	<p>Minimum requirements regarding the experience of Software / Database Developer - 3 years of experience in web programming. At least 3 projects with the similar complexity or higher in position of Senior Developer.</p> <p>University degree in IT.</p> <p>Internationally recognized certifications in the area of software development will represent an advantage.</p>
IMP03.6	Mandatory	<p>Minimum requirements regarding the experience of Designer - 3 years of experience in websites design. At least 3 projects with the similar complexity or higher in position of Senior Designer.</p> <p>The portfolio of works should be attached to CV.</p>
IMP03.7	Mandatory	<p>Minimum requirements regarding the experience of QA Specialist - 2 years of experience in quality assurance. At least 3 projects with the similar complexity or higher in position of QA Specialist.</p>
IMP03.8	Mandatory	<p>Minimum requirements regarding the experience of Training and Documentation Specialist – 2 years of experience in providing technical and non-technical</p>

		<p>trainings for system administrators, systems engineers and end users.</p> <p>At least 2 years of experience in writing technical and user documentation in Romanian language. Fluent Romanian language is "must be" requirement.</p>
IMP03.9	Mandatory	Bidder will provide CVs of team members with descriptions of projects for which they have worked.

#### **9.4. The project phases – activities and deliverables**

The MCW implementation offer will contain the project phases, proposed by the Supplier, clearly defined with the mention of the applied methodologies and deliverables that will be elaborated at the end of each phase. The phases described below are recommended. Supplier can propose his own vision on the phases of the project. In any circumstances the MCW must be launched in its full operations no later than July 31, 2023.

Supplier will indicate in the offer the implementation methodology, clearly explaining the reasons and benefits of this as well as its ability to apply it in practice.

##### **9.4.1. Phase 1 – Planning and design**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
<b>Activities</b>		
IMP04.1	Optional	Duration of the planning and design phase will not exceed two weeks from the project launching.
IMP04.2	Mandatory	<ol style="list-style-type: none"> <li>1. Supplier will develop the high-level Project Management Plan and Work Breakdown Structure and will initiate the project (prepare kick-off meeting).</li> <li>2. Supplier will perform business analysis activities. To this end, the Supplier will perform at least the following activities: <ol style="list-style-type: none"> <li>a. Review and analysis of MCW functional and non-functional requirements.</li> <li>b. Organize workshops with the Beneficiary's team in order to analyze their expectations from website and validate MCW requirements.</li> <li>c. Analysis of requirements related to data exchange with SRLP.</li> </ol> </li> </ol>

		d. Develop at least 3 prototypes of MCW based on MStyle recommendations.
<b>Deliverables</b>		
IMP04.3	Mandatory	As a result of the planning and design phase, the following deliverables will be provided: <ul style="list-style-type: none"> <li>- Project Management Plan and all its components,</li> <li>- Work Breakdown Structure,</li> <li>- MCW requirements validated and approved by Beneficiary, including at least 3 prototypes.</li> <li>- Bi-weekly report.</li> <li>- Minutes of the meetings that took place during the phase.</li> </ul>
<b>Acceptance criteria</b>		
IMP04.4	Mandatory	1) All deliverables are presented to the Beneficiary. 2) The Beneficiary has no comments on the completeness and correctness of the deliverables.

#### **9.4.2. Phase 2 – MCW development**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
<b>Activities</b>		
IMP04.5	Mandatory	The duration of the MCS development phase will not exceed 2 months from the end of the previous phase.
IMP04.6	Mandatory	The following activities will be performed during the phase 2 (this phase will contain several sprints): <ul style="list-style-type: none"> <li>- Updating MCW design.</li> <li>- Implementation of MCW components.</li> <li>- Preparation of test environment (or deployment of test environment on own hosting premises).</li> <li>- Deployment of MCW on test environment,</li> <li>- Presentation to Beneficiary the design and functionalities implemented during sprints (at the end of each sprint).</li> <li>- Testing with Beneficiary of the functionalities and modules developed within sprints (including data exchange).</li> <li>- Implementation of adjustments requested by Beneficiary earlier.</li> </ul>
<b>Deliverables</b>		
IMP04.7	Mandatory	- MCW components implemented within sprints,

		<ul style="list-style-type: none"> <li>- Results of demo to Beneficiary of the functionalities developed within sprints,</li> <li>- Bi-weekly reports.</li> <li>- Software Design Description (SDD).</li> <li>- Minutes of the meetings for presenting the functionalities and of other meetings that took place during the phase.</li> </ul>
<b>Acceptance criteria</b>		
IMP04.8	Mandatory	<ol style="list-style-type: none"> <li>1) All deliverables are presented to the Beneficiary.</li> <li>2) The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> </ol>

### 9.4.3. Phase 3 – Migration

ID	Importance	Requirement' description
<b>Activities</b>		
IMP04.9	Mandatory	The duration of the MCW migration phase will not exceed 2 weeks from the end of the previous phase.
IMP04.10	Mandatory	<p>The following activities will be performed during the phase 3:</p> <ul style="list-style-type: none"> <li>- Transferring content from current MC website to new MCW – texts, files, images etc.</li> <li>- Testing upload into MCW of the file with SRM data.</li> <li>- Testing with Beneficiary the correctness and exhaustiveness of migrated data.</li> </ul>
<b>Deliverables</b>		
IMP04.11	Mandatory	<ul style="list-style-type: none"> <li>- Report of migration testing.</li> <li>- Bi-weekly reports.</li> <li>- Minutes of the meetings for presenting the functionalities and of other meetings that took place during the phase.</li> </ul>
<b>Acceptance criteria</b>		
IMP04.12	Mandatory	<ol style="list-style-type: none"> <li>1) All deliverables are presented to the Beneficiary.</li> <li>2) The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> </ol>

#### 9.4.4. Phase 4 – Testing

ID	Importance	Requirement' description
<b>Activities</b>		
IMP04.13	Mandatory	The duration of the testing phase will not exceed two weeks from the end of the previous phase.
IMP04.14	Mandatory	At this stage the following activities will be performed: <ul style="list-style-type: none"> <li>- Preparing the production environment for the deployment of the final version of MCW.</li> <li>- Performing User Acceptance Testing (UAT) - is performed according to the previously developed testing plan and scenarios (Supplier will facilitate acceptance testing).</li> <li>- Development of manuals for deployment, configuration and administration of MCW.</li> <li>- Elimination of non-conformities detected during User Acceptance Testing.</li> </ul>
<b>Deliverables</b>		
IMP04.12	Mandatory	<ul style="list-style-type: none"> <li>- UAT plan;</li> <li>- UAT scenarios;</li> <li>- Report with the results of UAT.</li> <li>- MCW deployment, configuration and administration manual.</li> <li>- Bi-weekly reports.</li> <li>- Minutes of the meetings that took place during the phase.</li> </ul>
<b>Acceptance criteria</b>		
IMP04.13	Mandatory	<ol style="list-style-type: none"> <li>1) All deliverables are presented to the Beneficiary.</li> <li>2) The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> </ol>

#### 9.4.5. Phase 5 – Training and documentation

ID	Importance	Requirement' description
<b>Activities</b>		

IMP04.14	Informative	Facilities for organizing the training will be offered by the Beneficiary - training room, workstations with network connection, technical equipment necessary for training.
IMP04.15	Informative	The training can be done online in case of epidemiological restrictions.
IMP04.16	Mandatory	The duration of the training and documentation phase will not exceed two weeks from the end of the previous phase.
IMP04.17	Mandatory	The Supplier will train the Beneficiary staff in the field of MCW administration. To this end, the Supplier will perform the following activities:  Will develop and provide the training agenda.  <ul style="list-style-type: none"> <li>- Will perform the training according to the training plan.</li> <li>- Will report the results of the training.</li> <li>- Will deploy the latest MCW version on production environment.</li> </ul>
<b>Deliverables</b>		
IMP04.18	Mandatory	<ul style="list-style-type: none"> <li>- Training agenda,</li> <li>- Training plan,</li> <li>- Training performed,</li> <li>- Training report,</li> <li>- Bi-weekly reports.</li> <li>- Minutes of the meetings that took place during the phase.</li> <li>- Report on deployment MCW on production environment.</li> <li>- Final Acceptance Act.</li> </ul>
	Mandatory	MCW source code together with libraries and third-party software (if any).
<b>Acceptance criteria</b>		
IMP04.19	Mandatory	<ol style="list-style-type: none"> <li>1) All deliverables are presented to the Beneficiary.</li> <li>2) The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> </ol>

#### **9.4.6. Phase 6 – Warranty and maintenance**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
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<b>Activities</b>		
IMP04.20	Mandatory	The duration of the warranty and maintenance phase will be 6 months from the end of the previous phase.
IMP04.21	Mandatory	<p>The warranty and maintenance phase will include the following activities:</p> <ul style="list-style-type: none"> <li>- Correction of identified bugs (errors) in the delivered system;</li> <li>- Minor adjustments of the system;</li> <li>- Improving system performance if required;</li> <li>- Upgrade of platform products that are used (databases, application server, web server, etc.) in case of a need to switch to new versions;</li> <li>- Re-installation and setting of the website in case of a breakdown.</li> </ul>
IMP04.22	Mandatory	<p>The Supplier shall also offer separately the cost for additional maintenance works, given the volume of 32 man/hours per month. The maintenance works shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>- Development of the graphic design of new pages, static banners, graphics;</li> <li>- Arrangement of content (texts, images) on MCW pages (the content will be provided by MC).</li> <li>- Layout of pages;</li> <li>- Programming, development of new functionalities (if these will be requested).</li> </ul>
<b>Deliverables</b>		
IMP04.23	Mandatory	<ul style="list-style-type: none"> <li>- Monthly reports on performed works.</li> <li>- Updated source code of MCW together with libraries and third-party software (if any).</li> </ul>
<b>Acceptance criteria</b>		
IMP04.24	Mandatory	<ol style="list-style-type: none"> <li>1) All deliverables are presented to the Beneficiary.</li> <li>2) The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> </ol>

9.5. *Support and maintenance requirements*

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
SUP01.1	Mandatory	Requests for intervention will be delivered to the Contractor in writing via online help desk application (most preferable) or email, and in the event of urgency, they can be delivered by phone, Skype, Viber, etc. Supplier must provide exhaustive contact details to Beneficiary.
SUP01.2	Mandatory	Support will be provided during business days from 9.00 to 18.00 with exception of official holidays of Republic of Moldova.
SUP01.3	Mandatory	After expiration of warranty period, the Beneficiary may request an extension of the services. In this case the additional support contract will be negotiated and signed.