

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION  
REQUEST FOR PROPOSAL**

**Reference: RFP No. HQ-2022-015-A**

**Date: March 7, 2022**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for the **Design, Development and Implementation of a Mediation Informational System for Moldova**. 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-2022-015-A** in the subject section of your email.

Deadline for Submission of Proposals: On or before

**Date: April 8, 2022**

**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: April 8, 2022</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 <b>10MB</b>, 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>All activities related to the design, development and implementation MIS shall be completed within 9 months. The Contractor shall provide a warranty, maintenance, and support services for 12 months after the acceptance of the MIS</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 7 days prior to the deadline for submission of Proposals.</p> <p>Please mention <b>Clarification RFP HQ-2022-015-A</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 entity may, at its discretion, extend the deadline for the submission of Proposals.</p>
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</p>

	<p>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>
<p>12. Format, signing sealing, marking and submission of Proposals</p>	<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 initialed 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 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 HQ-2022-015-A”</b> and with the Subject: <b>“Price Proposal for RFP HQ-2022-015-A”</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> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ol> <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-</p>



	<p>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>
<p>15. Late Proposals</p>	<p>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.</p>
<p>16. Validity Period of Proposals</p>	<p>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.</p>



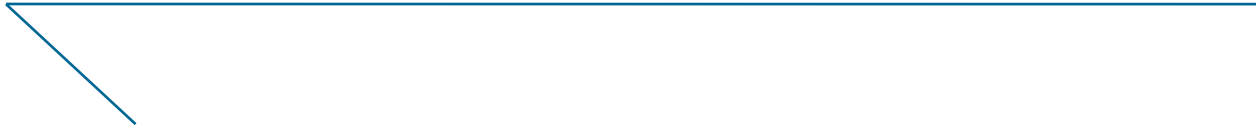
<p>17. Modification and withdrawal of Proposals</p>	<p>The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.</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>
<p>18. Amendment of the proposal</p>	<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>
<p>19. Bidders' conference</p>	<p><input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes</p>
<p>20. Right to accept, reject, or render non-responsive any or all Proposals</p>	<p>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.</p>
<p>21. Clarification of Proposals</p>	<p>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.</p>
<p>22. Evaluation of Eligibility and Qualification</p>	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <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,</li> </ul>



	<p>production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</p> <p>d) They are able to comply fully with IDLO General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
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	<p>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:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p>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;</p> <p>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;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>

<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 utilized 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 criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p><b>Financial Evaluation</b></p> <p>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>
<p>29. Right to Vary Requirements at the time of the Award</p>	<p><input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> <b>At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of Services by up to a maximum</b></p>

	<b>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	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.  The mere act of submission of a Proposal implies that the Bidder accepts both Annexes in full.
35. Liquidated Damages	<input type="checkbox"/> N/A <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>  <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>
36. Partial Bid	<input checked="" type="checkbox"/> <b>Not permitted (All or Nothing)</b> <input type="checkbox"/> Permitted



**ANNEX B  
TECHNICAL EVALUATION CRITERIA**

**Scoring Weight And Point**

Summary of Technical Proposal		Score Weight	Points Obtainable	Bidder A	Bidder B
1	<p><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>• Proven experience in local e-Gov projects.</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><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 reflects the degree to which the Bidder understands the assignment and has the important</li> </ul>	60%	420		

	<p>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></p> <ul style="list-style-type: none"> <li>Progress reporting and final schedule</li> </ul>	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.

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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. 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 scope of this assignment includes designing, developing, and implementing of:

The Mediation Information System (hereinafter - MIS) 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. It will include the following modules:

- 1) Electronic State Register of Mediators,
- 2) Mediation Case Management module,
- 3) Application administration,
- 4) Data exchange and
- 5) Reporting module.

### **C. Expected Output**

The MIS is destined for mediators and citizens to maintain the Electronic State Register of Mediators and facilitate access to mediation services and mediation case processing.

The main goal of MIS implementation is to improve efficiency of mediation by increasing of mediation' institutional transparency, simplification of accessing mediation services, reducing transaction costs for all stakeholders, thus helping to ensure a competitive and sustainable national mediation environment.

The main specific objectives set for MIS are to:

- Provide simple mechanism for online and offline registration accredited mediators, including mediation bureau and attorney offices in Electronic State Register of Mediators.
- Maintain data in Electronic State Register of Mediators up to date.
- Ensure simple and transparent way for online requesting for mediations;
- Standardization of mediation cases processing;
- Ensure mediation cases creation and processing;
- Reduce transaction costs for all stakeholders;
- Interact with other governmental information systems (consume and provide data, use governmental services);
- Provide comprehensive reports related to Electronic State Register of Mediators and mediation cases.

All activities related to the design, development and implementation MIS shall be completed within 8 months. The Contractor shall provide warranty, maintenance, and support services for 12 months after the acceptance of the MIS.



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The Contractor shall use the Rapid Application Development Agile methodology as a project management approach for the MIS 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 MIS are as follows:

- Mediation Council – the main beneficiary and owner of the MIS;
- 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;
- ITCSS – the owner of MCloud where the MIS will be hosted and the Technical Administrator of these informational solutions;
- e-Governance Agency – the agency responsible for the government e-Transformation agenda implementation and access to MConnect interoperability platform and APIs of government e-services (MPass, MSign, MLog);
- NCPDP – responsible for policies in the area of personal data protection;
- Mediators and Mediation Entities – persons and entities that are authorized mediation activities being registered in ESRM.
- Citizens – people who use the mediation services and are interested in getting information regarding mediation and relevant statistic data.

#### **E. Duration of the Work**

The target date for commencement of the work shall be 13 April 2022 and the expected completion date shall be proposed by the bidder according to his vision on the required estimated period, with the preventive acceptance by IDLO. The deadline may be extended upon a reasonable request of the company, accepted by IDLO and EBRD, and sent no later than 3 months before launching the Piloting phase. In such case, the no cost extension agreement will be signed. Following acceptance of the MIS, the Contractor shall provide a warranty, maintenance, and support services for 12 months.

#### **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:

- a. 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.
- b. The bidder must be in business for at least five years in implementing end-to-end online solutions (G2B or G2C).
- c. Have successfully completed at least three information system development projects of similar complexity. The reference letters from beneficiaries of mentioned projects will represent an advantage.
- d. The bidder must have financial capability and stability to successfully complete the contract.
- e. The bidder must demonstrate capability to provide its key staff with adequate qualification as is specified under Chapter 13. Implementation requirements from the MIS ToR.

- f. 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	PAYMENT	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.	20%	Bidder may propose its vision on the duration of this phase
2 System Development	Upon completion of Phase 3. All deliverables for Phases 2 and 3 are provided and accepted. MIS acceptance act signed.	50%	Bidder may propose its vision on the duration of this phase
3 Preparation of Launch			
4 Training	Upon completion of Phase 5 (Piloting). MIS is launched in operations. All deliverables for Phases 4-5 are provided and accepted. Final acceptance act signed.	30%	Bidder may propose its vision on the duration of this phase
5 Piloting			
6 Warranty and Maintenance	Monthly maintenance reports (for each of 12 months of warranty and support).	N/A	To be completed after 12 months from the end of the previous Phase

**I. Annexes**

For full Terms of Reference, please refer to the full version of Mediation Informational System (MIS) TOR in the **Annex 1** to 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: \_\_\_\_\_

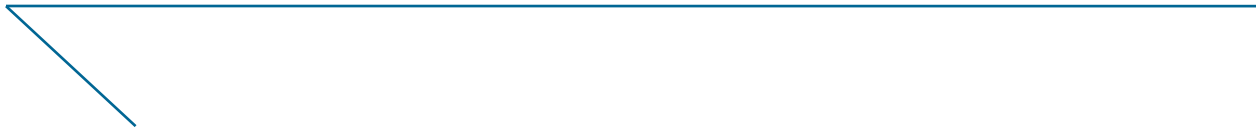
Date: **Select date**

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>Reference No.:</b>	RFP HQ-2022-015		
<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>▪ Trade name registration papers, if applicable</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>▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> </ul>		



	<ul style="list-style-type: none"><li>▪ Export Licenses, if applicable</li><li>▪ Local Government permit to locate and operate in assignment location, if applicable</li><li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li><li>▪ Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years</li><li>▪ Company profile, including printed brochures and product catalogues (if any)</li><li>▪ Awards and Certifications (ISO, CMMI, etc.) if any</li><li>▪ Reference letters from past projects if any</li><li>▪ Proof of completion of Projects with similar complexity, successfully implemented during last 2 years</li><li>▪ Professional qualification and experience of proposed key personnel.</li><li>▪ Professional Certifications</li></ul>
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## 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 2 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 and any other information or professional experience considered pertinent for this assignment.]</i></p>

	[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 final schedule

## 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.

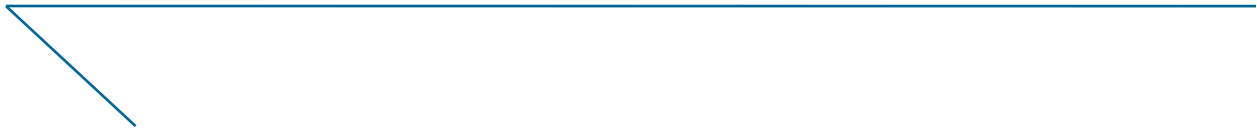
In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Bidder.

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	Time (person/days)	Professional fees	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,				
Software Requirements Specifications which will contain: <ul style="list-style-type: none"> <li>a) Description of work processes.</li> <li>b) Application and infrastructure architecture.</li> <li>c) Approved functional and non-functional requirements (including existing if modified)</li> <li>d) Use cases (including existing ones if modified)</li> <li>e) Report templates.</li> </ul>				
Requirements for environments (production and testing) and software.				
Bi-weekly reports.				
Minutes of the meetings that took place during the phase.				

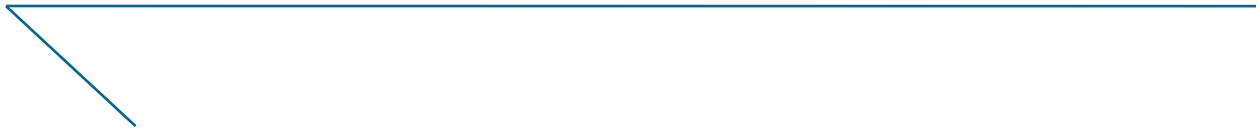




Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 1</b>				
<b><i>Phase 2 – System development</i></b>				
MIS components implemented within sprints,				
Results of demo to Beneficiary of the functionalities developed within sprints,				
SDD updated with information on the functionalities and applications implemented and accepted by the Beneficiary.				
Updated SRS.				
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 – Preparation for launching into operations</i></b>				
UAT plan;				
UAT scenarios;				
Report with the results of UAT.				
Report on performance testing (load testing, stress testing).				
Security testing report (at least OWASP top 10 vulnerabilities).				
MIS deployment, configuration and administration manuals.				
MIS user guides (for all roles).				
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 – Training</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 MIS on production environment.				
Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 4</b>				
<b><i>Phase 5 – Piloting</i></b>				
Production launch plan				
Act of launching MIS in operations;				
Piloting report;				
Updated source code of MIS together with libraries and third party software (if any);				
Final Acceptance Act;				
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 5</b>				
<b><i>Phase 6 – Warranty and maintenance</i></b>				
Monthly maintenance reports.				



Updated source code of MIS together with libraries and third party software (if any);				
Minutes of the meetings that took place during the phase (if any).				
Other costs 1 (specify)				
Other costs ... (specify)				
<b>TOTAL COSTS FOR PHASE 6</b>				
<b>TOTAL COSTS FOR THE PROJECT in USD</b>				

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

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of Delivery	Services are to be provided in Chisinau, Republic of Moldova
Delivery Date	All activities related to the design, development, and implementation of MIS shall be completed in accordance with the bidder's vision of the duration. The Contractor shall provide a warranty, maintenance, and support services for 12 months after the acceptance of the MIS.
Payment Terms	IDLO will process payment in the following order: 20 % upon the completion of Phase 1; 50% upon completion of Phase 3; 30% upon completion of Phase 5.

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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\\_august\\_2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf)

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