

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION  
REQUEST FOR PROPOSAL**

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

**Date: February 2, 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** in the subject section of your email.

Deadline for Submission of Proposals: On or before

**Date: February 23, 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>. <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: February 23, 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>

<p>8. Contents of solicitation documents</p>	<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>
<p>9. Clarification of solicitation documents</p>	<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</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>
<p>10. Amendments of solicitation documents</p>	<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>
<p>11. Technical Proposal</p>	<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,</p>

	<p>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</b>”  and</p>

	<p>with the Subject: <b>“Price Proposal for RFP HQ-2022-015”</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> <ul 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> </ul> <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>



	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.
14. Only One Proposal	<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	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>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>
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	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes</p>
20. Right to accept, reject, or render non-responsive any or all Proposals	<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>
21. Clarification of Proposals	<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>
22. Evaluation of Eligibility and Qualification	<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, 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</li> </ul>



	<p>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> <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 evaluation criteria based on what has so far been found by the evaluation team;</li> <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>
27. Responsiveness of Proposals	<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>

28. Evaluation of Proposal	<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> 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> 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 <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 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</li> </ul>	60%	420		

<b>Summary of Technical Proposal</b>		<b>Score Weight</b>	<b>Points Obtainable</b>	<b>Bidder A</b>	<b>Bidder B</b>
	understands the assignment and has the important aspects of the task been addressed in sufficient detail <ul style="list-style-type: none"> <li>The overall engagement, management and participatory approach, and quality assurance on deliverables</li> </ul>				
3	<b>Reporting</b> <ul style="list-style-type: none"> <li>Progress reporting and final schedule</li> </ul>	20%	140		
<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 01 March 2022 and expected completion date shall be 30 November 2022 (9 months). 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	TARGET 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%	To be completed by end of Month 1
2 System Development	Upon completion of Phase 3. All deliverables for Phases 2 and 3 are provided and accepted. MIS acceptance act signed.	50%	To be completed by end of Month 7
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%	To be completed by end of Month 9
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.

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**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 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> </ul>		

- Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
- Export Licenses, if applicable
- Local Government permit to locate and operate in assignment location, if applicable
- 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 2 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 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</i></p>

	<i>assignments 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 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: a) Description of work processes. b) Application and infrastructure architecture. c) Approved functional and non-functional requirements (including existing if modified) d) Use cases (including existing ones if modified) e) Report templates.				
Requirements for environments (production and testing) and software.				
Bi-weekly reports.				
Minutes of the meetings that took place during the phase.				

<b>Phase and deliverables</b>	<b>Time (person/days)</b>	<b>Professional fees</b>	<b>Other costs</b>	<b>Total costs in USD</b>
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.				



<b>Phase and deliverables</b>	<b>Time (person/days)</b>	<b>Professional fees</b>	<b>Other costs</b>	<b>Total costs in USD</b>
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>Phase and deliverables</b>	<b>Time (person/days)</b>	<b>Professional fees</b>	<b>Other costs</b>	<b>Total costs in USD</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 MIS shall be completed within 9 months from receipt of PO/Contract from IDLO. 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%20terms%20and%20conditions%20for%20goods%20aug%202020.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%20terms%20and%20conditions%20for%20services%20august%202020.pdf)

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

**TERMS OF REFERENCE**  
**for developing**  
**Mediation Information System (MIS)**

**Developed by:** Ecaterina Televca, International IT Expert

**Delivered to:** International Development Law Organization

**Chişinău**  
**2021**

## Contents

<b>1. General information</b> .....	4
<b>1.1. Introduction</b> .....	4
<b>1.2. Legal background</b> .....	4
<b>1.3. Terms and abbreviations</b> .....	5
<b>1.4. Scope and objectives of the system</b> .....	6
<b>1.5. The main principles of MIS</b> .....	7
<b>1.6. Stakeholders involved and their roles</b> .....	7
<b>2. System architecture</b> .....	8
<b>3. Interoperability</b> .....	10
<b>4. Functional modules</b> .....	10
<b>4.1. Application administration module</b> .....	10
<b>4.2. Electronic State Register of Mediators Module</b> .....	11
<b>4.3. Case Management module</b> .....	12
<b>4.4. Reporting module</b> .....	12
<b>4.5. Data Exchange module</b> .....	13
<b>5. Functional model</b> .....	13
<b>5.1. Actors</b> .....	13
<b>5.2. Informational objects implemented in MIS</b> .....	15
<b>6. Business processes ensured by MIS</b> .....	18
<b>7. Business processes ensured by ESRM module and related requirements</b> .....	19
<b>7.1. UC-01 Fill application on the mediator management event</b> .....	19
<b>7.2. UC-02 Register mediator</b> .....	19
<b>7.3. UC-03 Register mediation entity</b> .....	21
<b>7.4. UC-04 Update data of mediator / mediation entity</b> .....	23
<b>7.5. UC-05 Update data on continuous training of mediator</b> .....	24
<b>7.6. UC-06 Suspend / resumpt mediation activity of mediator / mediation entity</b> 25	
<b>7.7. UC-07 Terminate mediation activity of mediator / mediation entity</b> .....	26
<b>7.8. UC-08 Assign mediator to mediation entity</b> .....	27
<b>7.9. UC-09 Search / view data through ESRM</b> .....	28
<b>8. Business processes ensured by Case Management module</b> .....	28
<b>8.1. UC-10 Register new case</b> .....	28
<b>8.2. UC-11 Update case data</b> .....	30

8.3.	<i>UC-12 Add/edit case documents</i>	30
8.4.	<i>UC-13 Add/edit Case decision (contract)</i>	31
8.5.	<i>UC-14 Search case data</i>	32
<b>9.</b>	<b>Business processes ensured by Reporting module</b>	<b>32</b>
9.1.	<i>UC-15 Generate, export and print reports</i>	32
<b>10.</b>	<b>Business processes ensured by Data Exchange module</b>	<b>33</b>
10.1.	<i>UC-16 Exchange data with external systems and use external services</i>	33
10.2.	<i>UC-17 Manage data exchange</i>	35
<b>11.</b>	<b>Business processes ensured by Application Administration module</b>	<b>35</b>
11.1.	<i>UC-18 Authenticate in MIS</i>	35
11.2.	<i>UC-19 Manage users</i>	35
11.3.	<i>UC-20 Manage roles</i>	36
11.4.	<i>UC-21 Manage metadata</i>	36
11.5.	<i>UC-22 Log MIS events</i>	37
11.6.	<i>UC-23 Access Personal cabinet</i>	38
11.7.	<i>UC-24 Manage and monitor the application</i>	40
<b>12.</b>	<b>Non-functional requirements</b>	<b>40</b>
12.1.	<i>General non-functional requirements</i>	40
12.2.	<i>Authentication requirements</i>	41
12.3.	<i>Authorization requirements</i>	42
12.4.	<i>Data validation requirements</i>	42
12.5.	<i>Audit requirements</i>	42
12.6.	<i>Licensing requirements</i>	43
12.7.	<i>Interoperability requirements</i>	43
12.8.	<i>Performance requirements</i>	44
12.9.	<i>Security requirements</i>	45
12.10.	<i>Architecture requirements</i>	45
<b>13.</b>	<b>Implementation requirements</b>	<b>46</b>
13.1.	<i>Implementation methodology and approach</i>	46
13.2.	<i>Deliverables requirements</i>	47
13.3.	<i>Supplier's project team requirements</i>	48
13.4.	<i>The project phases – activities and deliverables</i>	49
13.5.	<i>Support and maintenance requirements</i>	55

## **1. General information**

### ***1.1. Introduction***

The implementation of digital systems in the field of justice ensures improvement of 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 centres, maintains up to date the State Register of Mediators.

The present document describes the Terms of Reference for development and implementation of the Mediation Information System:

1. 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:
  - 1.1. Electronic State Register of Mediators,
  - 1.2. Mediation Case Management module,
  - 1.3. Application administration,
  - 1.4. Data exchange and
  - 1.5. Reporting module.
2. Requirements regarding implementation approach, testing, training, acceptance, warranty and post-implementation maintenance and support, as well as other services for MIS.

The present document provides technical and project management guidelines for development MIS and its components.

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.

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.

### ***1.2. Legal background***

The MIS 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.

### 1.3. Terms and abbreviations

The following abbreviations are used in the present document hereby:

Abbreviation	Description
AGE	Agencia de Governare Electronica (Electronic Governance Agency)
API	Application Programming interface
BA	Business Analysis
NCPDP	National Center for Personal Data Protection
DBMS	DataBase Management System
ESRM	Electronic State Register of Mediators
GUI	Graphical User Interface
ITCSS	Information Technology and Cyber Security Service
IS	Information System
MC	Mediation Council
ME	Mediation Entity
MIS	Mediation Information System
MS	Microsoft
MCW	Mediation Council Website
OS	Operating System
PM	Project Manager
PMP	Project Management Plan
RAD	Rapid Application Development
SDD	Software Design Description
SOA	Service Oriented Architecture
SRLE	State Register of Legal Entities
SRP	State Register of Population

SRS	Software Requirements Specification
UC	Use Case

The following terms are used in the present document hereby:

Term	Description
Architecture	All the essential solutions for organizing the MIS, as well as the set of structural elements and interfaces of the system, together with the behavior described in terms of cooperation of these elements.
Database	Data collection, organized according to a conceptual structure, describing the characteristics of these data and the relationships between their constituent entities, intended for one or more application domains.
eGovernmental system	Information system that is designed and officially admitted to provide services and data to citizens, entities or state authorities on behalf of the state.
Interoperability	The ability of information systems to exchange and reuse data.
Mediation documents	Any document produced by MIS or referred to ESRM or mediation cases.
MPass	Governmental authentication service.
MSign	Governmental digital signature service.
MConnect	Governmental data exchange bus.
MLog	Governmental logging service.
MCloud	Governmental infrastructure that operates as „cloud computing” environment, runs in governmental data centre and is managed by STISC.
Open Data	The principle that some data should be freely available to everyone to use and republish as they wish, without restrictions from copyright, patents or other mechanisms of control.
Open Source	The program code that may be publicly accessible, modified and distributed.
Open Standards	Software produce standards that are publicly defined and may be implemented by anyone with no restrictions.
STISC	Serviciul Tehnologia Informației și Securitate Cibernetică (Informational Technology and Cyber Security Service)
Mediation website	A software solution that integrates within the single node the information and functionalities related to mediation process – stare register of mediators and public reports related to mediation as well as other mediation supporting information (articles, news etc.).

#### ***1.4. Scope and objectives of the system***

The MIS is destined for mediators and citizens to maintain the Electronic Stat 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:

- 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.

### ***1.5. The main principles of MIS***

The key principles of the MIS are the following:

1. ***Data integrity.*** MIS will store all its data and will ensure unambiguous data interpretation in the event of accidental actions. Data integrity is considered to be ensured if the data has not been distorted, altered or destroyed.
2. ***Data completeness.*** MIS will ensure the full set of data collected in accordance with normative acts.
3. ***Secure data.*** MIS must ensure entering data into the system only through authorized, authenticated sources and encrypted channels.
4. ***End-to-end case processing.*** The MIS' functionalities cover the entire process of initiation, processing and closing of both penal and civil mediation cases.
5. ***Configurability.*** Business rules, processes, electronic forms and document templates must be configurable to ensure MIS operations in case of legislation changes.
6. ***Online application and processing mediation cases.*** MIS ensures all functionalities for online application for mediation and processing of cases.
7. ***Interoperability.*** The MIS ensures interoperability with Moldova eGovernment services, state ISs. This approach guarantees a modern advanced MIS with comprehensive functionalities that operates with data from trusted sources.
8. ***Open Source / Open Standards and Open Data.*** The MIS will be developed mainly based on Open Source applications and will foster transparency and accountability by incorporating Open Data. Transparency and openness of the MIS shall help build citizens' trust in the justice and encourage them to use mediation' opportunities. In the case of use of components with the closed /proprietary source code, they are to be based on the Open Standards principle and not generate additional costs of ownership;
9. ***Cost-efficiency in implementation and maintenance.*** The MIS development and maintenance approach is seeking to achieve high cost-efficiency through:
  - a) *preferable usage of Open-Source software,*
  - b) *integrating eGovernment ISs and services.*
10. ***Two languages GUI.*** MIS will display its user interface in to languages - Romanian and Russian. System must have a tool for simple management of translations.

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

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.

## 2. System architecture

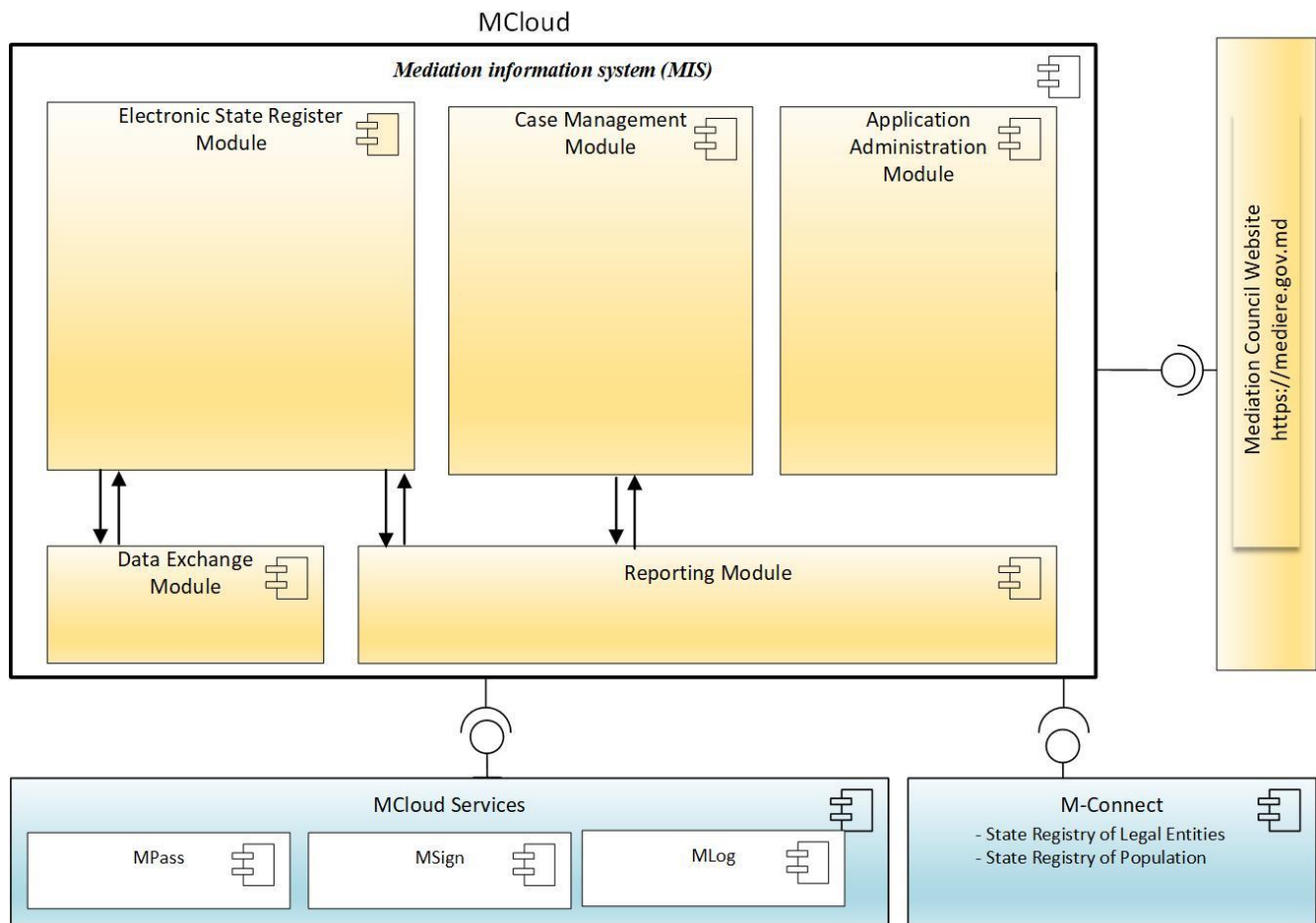
The MIS will represent a web application, accessible through most popular web browsers (MS Edge / Internet Explorer, Mozilla FireFox, Opera, Google Chrome). It must represent a reliable solution, developed to be scalable both - in case of increasing number of concurrent users and in case of increasing volume of information managed by the system.

MIS will interact with other information systems of different public authorities of the Republic of Moldova; thus, it must support the integration with third-parties' ISs.

MIS must have a client-server architecture with at least 3 levels (layers) that excludes direct interaction of the application with its database:

1. GUI
2. Business logic and
3. Data access

The MIS will run in MCloud – the governmental cloud environment.



As it is shown on picture above the MIS solution of cooperating the resources for ensuring the functionality of the MIS covers following categories of distinct nodes:

- MCloud – the infrastructure of the common governmental technological platform, which sets up the governmental cloud (MCloud), which is usually hosting all the information systems of the public authorities of Republic of Moldova and where the MIS will be hosted.
- MCloud Services – MPass (authentication service), MSign (governmental digital signature service) and MLog (governmental logging service).
- MConnect – the governmental interoperability platform (data exchange bus) that ensures data exchange between various governmental information systems (MIS will consume data from SRP and SRLE).
- Client computers – computers from which the authorized and anonymous users (depending on their rights and roles) will access the functionalities of MIS.

The MIS will have following 3 main components:

- FrontEnd component (public interface of the MIS) – interface accessible to anonymous and authorized users. FrontEnd provides access to public information and electronic services provided by the MIS.
- BackEnd component – important component of the MIS that ensures functionalities available for users according business processes implemented in the systems.
- DataBase component – stores MIS data and files.

To ensure its required functionalities, the MIS will consume a number of platform services and APIs provided by governmental and external information systems, as is stated in section 3. Interoperability.

The MIS will expose one interaction interface (API) with external information system (MCW) to supply following data:

- Electronic State Register of Mediators and
- Public statistic reports.

### 3. Interoperability

MIS must be integrated with following governmental services:

1. **MPass** – governmental authentication service used for access control to information systems and ensuring authentication procedures through electronic or mobile signatures. Once logged in through MPass platform service in the MIS, the Users will have access all MIS functionalities depending their role;
2. **MSign** – governmental service for applying the electronic or mobile signatures on documents and forms and validation of the electronic signatures. The digital signatures (digital certificates issued by authorized instances, mobile signature and electronic ID cards) will be applied on the electronic forms and documents. MSign service will be also used by decision making users when approving or rejecting the electronic forms and documents.;
3. **MLog** – governmental service used for logging critical business events related to the information systems (for example, events of application approval / rejection, mediation contract signing, mediation case creation, closing etc.). Critical business events that have to be logged in MLog will be defined during business analysis phase.
4. **M-Connect** – governmental data exchange bus, that will ensure consuming of data from:
  - 1) **SRP** – to extract personal data by person's IDNP and his/her residence address.
  - 2) **SRLE** – to extract legal entity' data by its IDNO including company administrator' personal data.
5. **MCW** (<https://mediere.gov.md>). System will exposure API for:
  - 1) Poviding data from ESRM (display mediators list and provide functionality of mediators' searching).
  - 2) Providing public statistical reports.

### 4. Functional modules

The following functional module must be implemented in MIS:

#### 4.1. *Application administration module*

The module is designed for storing and management of MIS configurations and business rules.

It may ensure management of (below are some examples of configurations):

- Authentication, authorization and user's management;
- Variables that are used by business rules;
- Translations of GUI elements;
- Application / Case numbering rules;
- Validation rules;

- External services configurations (heartbeat, external services audit logs etc.);

**a) Authentication and authorization**

The authentication and authorization module is responsible for identifying MIS users, and at their authorisation level (role) to perform specific actions and access specific data and documents within the MIS.

As authentication method the MIS will use MPass – governmental authentication service used for access control to information systems and ensuring authentication procedures through electronic or mobile signatures. Once logged in through MPass platform service in the MIS public interface, the Users will have a specialized area (Personal cabinet) where they will be able to access all MIS functionalities depending on their role.

**b) Personal cabinet**

“Personal cabinet” represents a virtual workspace specific to the relevant roles of the MIS authorized users. “Personal cabinet” provides its users access to specific functionalities, workflows, data and documents. MIS users get access to “Personal cabinet” after successful MPass authentication only.

The following sections will be implemented in “Personal cabinet”:

- b) *Personal profile* – provides functionalities to manage own profile data (contact phone number, email address, physical address etc.).
- c) *My cases* – provide access to mediation cases associated (attributed) with user (entity he/she belongs to).

Every section will contain sets of directories that store electronic records with specific status (ex. submitted, approved, rejected, closed etc.).

#### **4.2. Electronic State Register of Mediators Module**

The Electronic State Register of Mediators (ESRM) module provides the register of all mediators including those who are suspended or annulated. Every mediator’ dossier contains data related to mediator.

In addition to register of mediators (persons who have a mediator’ status) ESRM will provide a register of mediation entities – it will contain entity specific data (IDNO, legal address etc.) as well as hyperlinks to mediators - members of mediation entity.

Functionalities of ESRM maintenance include:

1. Registration of application for mediation activity;
2. Registration of the result of application examination;
3. Primary registration of mediator or mediation entity;
4. Updating mediators’ data (available types of mediations, contact information, etc.);
5. Assignment of mediators to MEs (including transfers of mediators between Mes);
6. Suspension of mediation activity;
7. Termination of mediation activity;
8. Resumption of the mediator’s activity;
9. Request for access to Personal Cabinet of Mediator (automatic or after approval MIS Administrator’).

ESRM will provide a flexible searching / filtering instruments to filter mediators and mediation entities by various criteria, namely:

- Mediator's Name and Surname;
- Status (active, suspended, radiated etc.);
- Types of mediations (penal, civil, others);
- Mediator's certificate data (series, number, date of issuance);
- Period of registration;
- Mediation Entity name/ or Attorney or Notarius;
- Location (rayon, municipality) etc.;
- MoJ' Order number, and Date

Requirements regarding ESRM are listed in corresponding section of the present document.

#### **4.3. Case Management module**

The Case Management module must provide access to the following functionalities related to mediation cases management:

1. Case registration, containing general and specific information about the mediation case (generate and assign case number, capturing data on participants (extract data on case Participants from SRP and SRLE));
2. Management of case data, documents and statuses
3. Management of case fees;
4. Management of case decision;

MIS Case Management module must provide functionalities of management following case types:

- a) Civil:
  - commercial
  - family litigations
  - labor litigations
  - and other
- b) Penal
- c) Contraventions

#### **4.4. Reporting module**

MIS will generate the set of statistical reports based on stored data.

The following report types will be provided by system:

- a) Internal reports available to MC – will present overall data on institutional level:
  - Reports on accredited / suspended mediators, reports on attestations etc.
  - Reports on mediation cases overall, by type, by mediator, by period of time etc. and results of mediation (represents more detailed reports in comparison with public reports).
  - Other statistic reports.
- b) Internal reports available to mediators and mediation entities – will reflect data regarding their own activities:
  - Reports on mediation cases overall, by type, period of time etc. and results of mediation.



- Financial reports related to payments for mediation services.
- Other statistic reports.
- c) Public reports available for non authenticated (i.e. public) users – these will be available on MCW:
  - Aggregated data on solutioned litigations per year.
  - List of mediators and mediation entities.
  - Other statistical reports.

Reports have to be developed on a configurable platform, MIS Administrator will create new reports and will change existing ones if required.

MIS will export reports in one of the following formats - .xlsx, .csv, .docx and .pdf.

#### 4.5. Data Exchange module

The Data Exchange module ensures data exchange between MIS and other information systems, namely within business processes that take place in MIS:

- 1) **SRP** – extracts personal data by person’s IDNP and his/her residence address.
- 2) **SRLE** – extracts legal entity’ data by its IDNO including company administrator’ personal data.
- 3) **MCW** (<https://mediere.gov.md>) – provides following data:
  - ESRM data (list of mediators and mediation entities with functionality of mediators’ search).
  - Public statistic reports.

Module provides MIS Administrator the functionality of data exchange configuration as well as access logging information about data exchange including errors appeared during data exchange.

## 5. Functional model

### 5.1. Actors

There are several human and non-human roles must be implemented in the MIS.

Human Roles, that must be implemented in MIS are:

Human Roles	Description
MIS Administrator	User who has access to all MIS functionalities, documents and data, manages metadata, may change system configurations (manages web forms, validation rules, translations, variables, numbering rules, ensures application security, manages interconnections between external applications).
MC Member	User who has access to functionalities, documents and data related to MC activities. This role is attributed to MC President as well.
MC Registrar	User, who enters and updates data in ESRM i.e. manages mediators / mediators entities registration, transfer, suspension / resumption, termination etc.
Mediator	User who performs activities related to its registration in ESRM, creates and manages mediation cases, using MIS functionalities.

**Note:** MIS has to ensure functionality of attribution of more than one role to the same authenticated user.

The main functions for each of the roles presented above, related to the use of the system are:

**a) MIS Administrator**

Users with this role have access to all MIS functionalities including but not limited with:

- User management (Add / Edit / Delete / Lock / Unlock MIS users);
- Role management;
- Management of classifiers;
- Receives system notifications;
- Management of reports;
- Manage external services connection;
- Access audit trails;
- Administers “Help” section;
- Manages requests for support, posted in “Online Helpdesk” section;
- Administers “Documents library” section.

**b) MC Member**

- Manages „Personal Profile” data;
- Accesses ESRM;
- Performs the search of data in ESRM;
- Receives system notifications;
- Posts and accesses requests for support, posted in “Online Helpdesk” section.

**c) MC Registrar**

- Manages „Personal Profile” data;
- Accesses ESRM;
- Performs the search of data in ESRM;
- Register applications for registration or modification mediator’ data in ESRM;
- Registration info about trainings;
- Registers mediators and mediation entities in ESRM;
- Updates mediators’ and mediation entities’ data in ESRM;
- Performs of permanent/temporary blocking of mediator/mediation center in ESRM;
- Receives system notifications;
- Posts and accesses requests for support, posted in “Online Helpdesk” section.

**d) Mediator**

- Manages „Personal Profile” data;
- Accesses ESRM;
- Performs the search of data in ESRM;
- Submits applications for own data modification in ESRM;
- Initiate mediation cases;

- Uploads mediation contracts into MIS;
- Signs electronically mediation contracts;
- Access his/her mediation cases details;
- Accesses reports related to its mediation activity;
- Receives system notifications;
- Posts and accesses requests for support, posted in “Online Helpdesk” section.

In addition to human roles the following non-human roles must be implemented in MIS:

Non-human Roles	Description
SRP	Provides data of persons - residents of Republic of Moldova as well as data of persons' identity acts and biometric data stored in the SRP in the individuals' profiles.
SRLE	Provides data of entities - residents of the Republic of Moldova (short and full names, legal address, current status, IDNPs of company administrators etc.).
MPass	Ensures authentication of users in MIS through electronic or mobile signatures.
MSign	Ensures application and validation of the electronic signature (including mobile signature).
MLog	Governmental service used for logging all critical business events that take place in governmental information systems.

### 5.2. *Informational objects implemented in MIS*

All of the basic information objects representing the information resource of the MIS is determined by its destination. Below is presented the list of MIS objects and their basic data sets (the detailed data sets will be defined during business analysis phase):

#### *a) Mediator*

This object will contain following data set:

- IDNP
- First Name
- Last Name
- Series & number of mediator license
- Date of mediator license issuance
- Body that issued mediator's license;
- Name of mediation bureau(s) mediator belongs to or attorney bureau or notarius info
- Phone(s) number
- Contact email address
- Address

- Specialization
- Status (active/inactive)

**b) Mediation Entity**

This object will contain following data set:

- IDNO
- Name
- Contract (civil society) number
- Contract (civil society) date
- Type (bureau or organization)
- Associated Mediator(s)
- Address
- Specialization
- Status (active/inactive)
- Member's Role
- Status (active/inactive)

**c) Mediation case**

This object will contain following data set:

- Number (the unique case number generation)
- Date of creation
- Date of closing
- Confidentiality info
- Type
- Participants' information
- Mediation contract number
- Mediation contract date
- Mediation fee info amount and paid by whom
- File(s) (attachment(s))
- Status
- Mediation Decision (Contract)
- Log

**d) Participant**

This object will contain following data set:

- IDNP
- First Name
- Last Name
- Gender

Terms of Reference for developing Mediation Information System (MIS)

- Address
- Phone number
- Contact email address
- Belongs to legal entity (true/false)
- Legal entity IDNO (optional)
- Legal entity Name (optional)



## 7. Business processes ensured by ESRM module and related requirements

The ESRM module ensures business processes described in following Use Cases:

### 7.1. UC-01 Fill application on the mediator management event

The Use Case is dedicated to the process applications for mediator's management events related to ESRM (updating mediators data, accreditation requests, applications for removal from ESRM etc). Person has must request registration in ESRM before using this functionality. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR01.1	Mandatory	MIS will allow Mediator to initiate application for mediator' management event. The types of events will be defined during business analysis phase.
FR01.2	Mandatory	MIS will display application electronic form for requesting service related to ESRM.
FR01.3	Mandatory	Application form will be prefilled with Mediator's personal data (IDNP, Name, Surname etc.)
FR01.4	Mandatory	Mediator will select the type of requested event (service) and will attach file.
FR01.5	Mandatory	After application was sent it will be available in user' "Personal cabinet" in "My applications" folder with "sent" or other appropriate status.
FR01.6	Mandatory	After MC Registrator performs ESRM event, he/she changes status of application to "done" or other appropriate status. The status is available in Mediator's "My applications" folder.
FR01.7	Mandatory	MIS will provide functionality of refusing of Mediator' applications by MC Registrator. In such cases MIS will require MC Registrator to fill in the reason for refusing. Application will change its status to "refused". Mediator will access the refused applications together with refusal reasons in directory of "My applications" folder.
FR01.8	Mandatory	All events of mediator's applications registration will be logged both in MIS and MLog.

### 7.2. UC-02 Register mediator

The Use Case is dedicated to the process of primary registration of mediator in ESRM. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
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FR02.1	Mandatory	MIS will allow MC Registrator to perform process of primary registration new mediator in ESRM. For launching this process, the MIS will provide corresponding GUI (button for launching and electronic form).
FR02.2	Mandatory	MIS will generate a mediator's case (dossier) that will store all mediator's data and documents in logic and convenient structure.
FR02.3	Mandatory	MIS will automatically generate and attribute the unique case number to mediator's case (dossier) under predefined number format.
FR02.4	Mandatory	When launching mediator' registration process the MIS will provide appropriate electronic form of application for capturing mediator's key data and attachment relevant documents with their metadata.
FR02.5	Mandatory	Mediator's personal data will be extracted from SRP upon MIS' request based on mediator's IDNP.
FR02.6	Mandatory	At least following mediator's personal data will be stored in mediator's case: <ul style="list-style-type: none"> <li>- Case number;</li> <li>- Date of registration in ESRM;</li> <li>- IDNP;</li> <li>- First Name;</li> <li>- Last Name;</li> <li>- Series &amp; number of mediator license;</li> <li>- Date of mediator license issuance;</li> <li>- MOJ Order Number and date;</li> <li>- Phone number;</li> <li>- Contact email address;</li> <li>- Address;</li> <li>- Specialization;</li> <li>- Status (ex. active, suspended terminated etc.);</li> <li>- IDNO of mediation entity mediator belongs to (if any);</li> <li>- Name of mediation entity mediator belongs to (if any);</li> <li>- Legal address of mediation entity mediator belongs to or attorney bureau or notarius info (if any);</li> <li>- Address (address of doing business) of mediation entities mediator belongs to (if any);</li> <li>- Files (application for registration and other relevant documents).</li> </ul>
FR02.7	Mandatory	System will provide and assign a unique case (dossier) per every mediator.
FR02.8	Mandatory	Mediator' case number will be assigned after case gets "active" status



FR02.9	Mandatory	When creating mediator's case MIS will validate this by mediator's IDNP against entire register of mediators' cases in order to avoid duplicates of cases.
FR02.10	Mandatory	In case of existence of mediator' case, the system will display appropriate message. In this circumstances User will perform one of the following actions: <ul style="list-style-type: none"> <li>- Refuse registration</li> <li>- Access existing mediator's case, enter application data and change the mediator's status (for example, if mediator had "inactive" status before application.</li> </ul>
FR02.11	Mandatory	Mediator's case gets "active" status after the decision of registration was confirmed by MC Registrar.
FR02.12	Mandatory	MIS must ensure functionality of assigning mediator' case with mediation entity (see UC-02) (such association is not mandatory). Mediator may belong to several mediation entities simultaneously.
FR02.13	Mandatory	MIS will allow MC Registrar to interrupt primary registration of mediator's case. In such situation the MIS will allow saving case as draft together with data filled and files attached. MC Registrar may reopen case draft and continue registration.
FR02.14	Mandatory	Mediator' case will have s section that will store the mediator's history data (all events of data updates, status changing, personal data and vital status changes).
FR02.15	Mandatory	All events of primary registration of mediators will be logged both in MIS and MLog.

### 7.3. UC-03 Register mediation entity

The Use Case is dedicated to the process of primary registration of mediation entity (bureau) in ESRM. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR03.1	Mandatory	MIS will allow MC Registrar to perform process of primary registration new mediation entity in ESRM. For launching this process, the MIS will provide corresponding GUI (button for launching and electronic form).
FR03.2	Mandatory	MIS will generate a mediation entity case (dossier) that will store all mediation entity data and documents in logic and convenient structure together with key data on mediators that belongs to mediation entity and their current statuses.
FR03.3	Mandatory	System will require association of at least one mediator's case to mediation entity.

FR03.4	Mandatory	Mediation entity case will ensure direct access to cases of mediators who belongs to it (this may be implemented as references to mediator's cases).
FR03.5	Mandatory	Mediation entity case will contain data of all mediators belonging to it including those who were transferred to another mediation entities or were terminated.
FR03.6	Mandatory	MIS will automatically generate and attribute the unique case number to mediation entity case (dossier) under predefined number format that will differ from the format of mediators' case numbers.
FR03.7	Mandatory	When launching mediation entity registration process the MIS will provide appropriate electronic form of application for capturing entity' key data and attachment relevant documents with their metadata.
FR03.8	Mandatory	Mediation entity data will be extracted from SRLE upon MIS' request based on entity IDNO if is applicable.
FR03.9	Mandatory	At least following mediation entity data will be stored in entity's case: <ul style="list-style-type: none"> <li>- Case number;</li> <li>- Date of registration in ESRM;</li> <li>- IDNO;</li> <li>- Full name</li> <li>- Contract (civil society) number</li> <li>- Contract (civil society) date</li> <li>- Specialization</li> <li>- Associated mediator(s)</li> <li>- Associated mediator(s) role(s)</li> <li>- Legal Address</li> <li>- Address (address of doing business)</li> <li>- Administrator(s) IDNP(s)</li> <li>- Status (active/inactive)</li> <li>- Files (application for registration and other relevant documents).</li> </ul>
FR03.10	Mandatory	System will provide and assign a unique case (dossier) per every mediation entity.
FR03.11	Mandatory	Mediation entity case number will be assigned after case gets "active" status.
FR03.12	Mandatory	When creating mediation entity case, the MIS will validate this by IDNO against entire register of mediation entities in order to avoid duplicates of cases.
FR03.13	Mandatory	In case of existence of mediation entity case, the system will display appropriate message. In this circumstances User will perform one of the following actions:

		<ul style="list-style-type: none"> <li>- Refuse registration</li> <li>- Access existing mediation entity case, enter application data and change the status of entity (for example, if it had “inactive” status before application.</li> </ul>
FR03.14	Mandatory	When decision of registration or refusal is selected on electronic form the user will confirm his/her action by applying his/her digital signature (MSign).
FR03.15	Mandatory	Mediation case gets “active” status after the decision of registration was confirmed by MC Registrator’.
FR03.16	Mandatory	MIS will allow MC Registrator to interrupt primary registration of mediation entity case. In such situation the MIS will allow saving case as draft together with data filled and files attached. MC Registrator may reopen case draft and continue registration.
FR03.17	Mandatory	Mediation entity case will have s section that will store the mediation entity’ history data (all events of data updates, status changing, transfers from/to of mediators etc.).
FR03.18	Mandatory	All events of primary registration of mediation entities will be logged both in MIS and MLog.

#### 7.4. UC-04 Update data of mediator / mediation entity

This Use Case is dedicated to the process of updating data of mediator’s and mediation entity’ case. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR04.1	Mandatory	MIS will allow MC Registrator to update data of mediators and mediation entities already registered in ESRM. For launching this process, the MIS will provide corresponding GUI (button for updating existing cases).
FR04.2	Mandatory	Every time when MC Registrator launches mediator’s / mediation entity’ update the MIS will automatically request SRP and SRLE for updating mediators’ and mediation entity’ data.
FR04.3	Mandatory	When MC Registrator launches mediation entity’ update the MIS will automatically request SRP for updating personal data of all mediators’ who belong to entity and have “active” status.
FR04.4	Mandatory	Updated data will be stored in mediator’s / entity’ case in section that will store the history data.
FR04.5	Mandatory	All events of updating mediator’ and mediation entity’ cases will be logged both in MIS and MLog.

**7.5. UC-05 Update data on continuous training of mediator**

This Use Case is dedicated to the process of adding and updating data of mediator’ continuous training and preparation. 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	<p>MIS will allow MC Registrator to add and update data of mediators’ continuous training.</p> <p>For launching this process, the MIS will provide corresponding GUI (button for adding / updating data on continuous training).</p>
FR05.2	Mandatory	<p>Every time when MC Registrator launches mediator’s continuous training data entry the MIS will provide a form for capturing training’ key data – entity that provided (will be selected from nomenclator of eligible training entities), date of training, volume of training (in hours) and attaching files (with confirmative documents).</p>
FR05.3		<p>Adding continuous training data will be confirmed by application of MC Registrator’.</p>
FR05.4	Mandatory	<p>MIS must summarize the number of training hours per every mediator for every calendar year. The cumulative volume of training hours taken during current calendar year will be displayed in mediator’s case together with total cumulative volume of training hours since date of mediator’s primary registration.</p>
FR05.5	Mandatory	<p>MIS will provide its Administrator the functionality of configuration business rules for flagging mediators in case of their non-conformity with requirements related to continuous training:</p> <ul style="list-style-type: none"> <li>- Minimum cumulative number of training hours taken during current calendar year depending on mediator’s experience.</li> <li>- Deadline when the MIS has to flag the mediator as candidate for suspension or other action to be undertaken.</li> <li>- Other rules if any.</li> </ul>
FR05.6	Mandatory	<p>Data on mediator’ training hours will be stored in mediator’s case in section that will store the history data.</p>
FR05.7	Mandatory	<p>All events of adding or updating mediator’ continuous trainings data will be logged both in MIS and MLog.</p>

**7.6. UC-06 Suspend / resumpt mediation activity of mediator / mediation entity**

This Use Case is dedicated to the process of suspending and resumption of activity of mediators and mediation entities. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR06.1	Mandatory	MIS will allow MC Registrator to initiate suspension and resumption of activity of mediators and mediation entities registered in ESRM. For launching this process, the MIS will provide corresponding GUI (buttons for suspension and resumption of activity).
FR06.2	Mandatory	When MC Registrator selects mediator or mediation entity and launches suspension or resumption of their activity the MIS will display the form designed for capturing data on reasons and circumstances of suspension or resumption as well as functionality to attach files.
FR06.3	Mandatory	Electronic form for suspension and resumption of activity will mandatorily require selection of reason of suspension or resumption of activity and attaching files (with confirmative documents).
FR06.4	Mandatory	When suspending of mediation entity is launched and at least one active mediator is assigned to this entity the system must display a message to inform MC Registrator about this.
FR06.5	Mandatory	Suspension / resumption of mediation entity means that activity of all mediators assigned to this entity is automatically suspended / resumed.
FR06.6	Mandatory	In case of suspension / resumption of mediator who is only associate of mediation entity the activity of mediation entity is automatically suspended / resumed as well.
FR06.7	Mandatory	Suspension / resumption of mediator who is associated with entity that has more than one active associate will not affect the status of mediation entity.
FR06.8	Mandatory	In case of suspension / resumption of mediator who is associated with more than one entity, his/her status will be automatically changed in all entities he/she is associated with.
FR06.9	Mandatory	After suspension is performed the MIS will attribute “inactive” status to mediation entity of mediator together with “suspended” attribute. After resumption is performed the MIS will attribute “active” status to mediation entity of mediator together with “resumed” attribute.
FR06.10	Mandatory	User cannot suspend activity of an inactive mediator or mediation entity. Users cannot resume activity of entity with “active” status.

FR06.11	Mandatory	Events of suspension and resumption will be stored in mediator's / entity' case in section that will store the history data.
FR06.12	Mandatory	All events of suspending and resumption of mediator' / mediation entity' activity will be logged both in MIS and MLog.

**7.7. UC-07 Terminate mediation activity of mediator / mediation entity**

The present Use Case is dedicated to the process of termination of activity of mediators or mediation entities. 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	MIS will allow MC Registrator to initiate termination of activity of mediators and mediation entities registered in ESRM. For launching this process, the MIS will provide corresponding GUI (button for termination of activity).
FR07.2	Mandatory	When MC Registrator selects mediator or mediation entity and launches termination of their activity functionality, the MIS will display the form designed for capturing data on reasons and circumstances of termination as well as functionality to attach files.
FR07.3	Mandatory	Electronic form for termination of mediator' / mediation entity' activity will mandatorily require selection of reason of termination and attaching files (with confirmative documents).
FR07.4	Mandatory	When termination of entity' activity is launched and at least one active mediator is assigned to this entity the system must display a message to inform MC Registrator about this.
FR07.5	Mandatory	Termination of activity of mediation entity means that activity of all mediators assigned to this entity is automatically terminated.
FR07.6	Mandatory	In termination of activity of mediator who is only associate of mediation entity the activity of mediation entity is automatically terminated as well.
FR07.7	Mandatory	Termination of activity of mediator who is associated with entity that has more than one active associate will not affect the status of mediation entity.
FR07.8	Mandatory	In case of termination of activity of mediator who is associated with more than one entity, his/her status will be automatically changed in all entities he/she is associated with.
FR07.9	Mandatory	MIS will flag cases of mediator in case when his/her vital status in SRE was changed to "deceased" within UC-03.

		Automatic termination of mediator' activity will not be launched this will be done manually only.
FR07.10	Mandatory	MIS will automatically terminate activity of mediation entity if the only mediator is associated whose activity was terminated.
FR07.11	Mandatory	After termination of activity is performed the MIS will attribute "inactive" status to mediation entity' of mediator' case together with "terminated" attribute.
FR07.12	Mandatory	User cannot terminate activity of an inactive mediator or mediation entity with „terminated" attribute.
FR07.13	Mandatory	Events of termination of activity will be stored in mediator's / entity' case in section that will store the history data.
FR07.14	Mandatory	All events of termination of activity of mediator' / mediation entity' will be logged both in MIS and MLog.

### 7.8. UC-08 Assign mediator to mediation entity

The present Use Case is dedicated to the process of assignment mediator to one or several mediation entities. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR08.1	Mandatory	MIS will allow MC Registrator to assign mediators to mediation entities including transfer of mediators (when he/she is assigned to new entity and is deassigned from existing one). For launching this process, the MIS will provide corresponding GUI (button for assignment).
FR08.2	Mandatory	When MC Registrator selects mediator for assignment/transfer and launches his/her transfer, the MIS will display the form designed for capturing data related to destination entity (list of registered mediation entities to which mediator will be assigned) as well as reasons for transfer and attachment of files. User will select option of assignment or transfer (with deassignment from current entity).
FR08.3	Mandatory	Electronic form for mediator's assignment will mandatorily require selection of reason and attaching files (with confirmative documents).
FR08.4	Mandatory	When the assignment (transfer) of unique entity' mediator is launched the system must display a message to inform MC Registrator about this.
FR08.6	Mandatory	Events of assignment and deassignment will be stored in mediator's / entity' case in section that will store the history data.

FR08.7	Mandatory	All events of suspending and resumption of mediator' / mediation entity' activity will be logged both in MIS and MLog.
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### 7.9. UC-09 Search / view data through ESRM

The present Use Case is dedicated to the process of searching data through records of mediators and mediation entities. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR09.1	Mandatory	MIS will provide functionality of searching and viewing records on mediators and mediation entities for the following roles: <ul style="list-style-type: none"> <li>- MIS Administrator</li> <li>- MC Registrator</li> <li>- MC Member</li> <li>- Mediator</li> <li>- Public Users (through MCW public interface).</li> </ul>
FR09.2	Mandatory	MIS will provide a mechanism to search for data and documents (the search of documents will be performed through their metadata).
FR09.3	Mandatory	MIS will allow defining the following search targets: <ul style="list-style-type: none"> <li>- Mediators cases.</li> <li>- Mediation entities cases.</li> </ul>
FR09.4	Mandatory	MIS will provide simple, intuitive and flexible tools to define search criteria.
FR09.5	Mandatory	In case of large lists of searching outputs, the MIS will provide a pagination functionality.
FR09.6	Mandatory	MIS will allow users to refine the search in found results.
FR09.7	Mandatory	MIS will allow user to launch business functionality on searching results – open record
FR09.8	Mandatory	MIS will display the search results that corresponds to user's competence and access permissions, i.e. system will not return records that are not allowed to be accessed/viewed by user.
FR09.9	Mandatory	MIS will allow exporting search results in at least following formats <ul style="list-style-type: none"> <li>- .xlsx, .csv and .pdf.</li> </ul>

## 8. Business processes ensured by Case Management module

### 8.1. UC-10 Register new case

The present Use Case is dedicated to the process of creation (generation) a new mediation case. At least following functional requirements related to this business process must be implemented:



ID	Mandatory / Optional	Requirement
FR10.1	Mandatory	MIS must ensure registration and management mediation cases of all types – Civil (commercial, family litigations, labor litigations and other ), Penal and Contraventions.
FR10.2	Mandatory	System will generate a unique case number and will assign it to mediation case when user finishes case initiation.
FR10.3	Mandatory	Case number will be generated in predefined and configurable format (the format will be defined with Beneficiary during business analysis phase).
FR10.4	Mandatory	MIS will assign to mediation case the case date (date when case initiation was finished). System will apply a timestamp to the case in the moment when case initiation is finished.
FR10.5	Mandatory	MIS will ensure entering of participants into mediation case.
FR10.6	Mandatory	System will retrieve Participants' key data from SRP or SRLE depending on Participant' type.
FR10.7	Mandatory	RSRP / SRLE will return participant's data by IDNP/IDNO.
FR10.8	Mandatory	MIS will ensure generation of case title based on participants names.
FR10.9	Mandatory	Case title will be generated and assigned to the case in the moment when case initiation is finished.
FR10.10	Mandatory	MIS will provide web-form for capture of mediation case data. This data will include, but is not limited by: registration date, case type, participants, case fees etc.
FR10.11	Mandatory	MIS will allow user to initiate mediation cases and save unfinished cases in draft status. In such case the data already entered will be saved into case' draft. Later on, user may finish case initialization (system will generate and assigns case number to the case).
FR10.12	Mandatory	Web form for capturing case data will contain a set of mandatory elements that have to be completed to initiate the case (mediation case may be saved as draft being partially filled in with mandatory data).
FR10.13	Mandatory	When mediation case is created the MIS will create electronic case dossier that will have logic structure for all case data and documents, captured during case lifecycle, including case closure data and documents (decision).
FR10.14	Mandatory	On creation of case dossier MIS will generate a case registration summary, a printable document that will contain key case data – case

		number, case date, case type, participants etc. (the set and format of case registration summary will be defined during business analysis phase).
FR10.16	Optional	During case lifecycle users with appropriate permissions (mediators) will be able to access all case dossier compartments for adding and updating data and documents.
FR10.17	Mandatory	MIS will provide access to history of mediation case changes within case dossier. Case history will display the user who created the case as well as date/time of case initiation.
FR10.18	Mandatory	Mediation cases may be accessed only by mediator, who created the case (case owner).
FR10.19	Mandatory	All events of case initiation will be logged in MIS and in MLog.

### 8.2. UC-11 Update case data

The present Use Case is dedicated to the process of updating data of an existing mediation case (adding, changing, removing data). At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR11.1	Mandatory	Mediator (case owner) may access case and update case data - add, edit, remove data and files (documents).
FR11.2	Mandatory	Some key case data cannot be updated by case owner – case number, case date, participants’ personal data (IDNP/IDNO, name, surname). The set of this data will be defined during business analysis phase.
FR11.3	Mandatory	MIS will allow editing of case title.
FR11.4	Mandatory	System will not allow Mediator to delete physically case data if case is not in draft status (MIS will mark such data as “deleted”).
FR11.5	Mandatory	MIS will provide access to history of mediation case changes within case dossier. Case history will display the user who and updated the case as well as date/time of changes and character of changes.

### 8.3. UC-12 Add/edit case documents

The present Use Case is dedicated to the process of updating data of an existing mediation case (adding, changing, removing files attached to the case). At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR12.1	Mandatory	System must ensure functionality of adding, editing and removing documents attached to mediation case.

FR12.2	Mandatory	MIS will provide the electronic form for capturing key data on files attached to the case – at least type of document, number and name.
FR12.3	Mandatory	System will provide functionality to add, remove documents as well as edit documents metadata.
FR12.4	Mandatory	Once being attached to mediation case the documents cannot be deleted physically (MIS will mark them as “deleted” without physical deletion).
FR12.5	Mandatory	MIS will provide access to history of adding/updating/removal of case documents in dedicated section of case dossier. Case history will display the data and time of action on document and type of action.
FR12.6	Mandatory	All events of adding, editing or removal of mediation case documents will be logged in MIS and in MLog.

#### 8.4. UC-13 Add/edit Case decision (contract)

The present Use Case is dedicated to the process of adding and signing case decision (contract) to the mediation case and closing the case. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR13.1	Mandatory	MIS must allow uploading the file of case decision in MS Word format from user’s PC and transformation of uploaded file into .pdf format (thus, the case decisions will not be created in MIS).
FR13.2	Mandatory	MIS must ensure the functionality of signing .pdf file with case decision using MSign digital signature.
FR13.3	Mandatory	MIS assign metadata to the case decisions (signed/not signed, date of decision, timestamp of signing event etc.).
FR13.4	Mandatory	MIS will provide functionality of generation Case decision based on predefined template and text entered in electronic form of decision.
FR13.5	Mandatory	Decision will have a “draft” until it is not signed with MSign (after signature is applied the decision will have “final” status).
FR13.6	Mandatory	MIS will allow user to set the “closed” status to mediation case only after decision is signed.
FR13.7	Mandatory	MIS will apply the “read-only” status for all mediation case data and documents after case is closed.

FR13.8	Mandatory	Case' history section will display events of case decision signing and case closing.
FR13.9	Mandatory	All events of decision signing and case closing will be logged in MIS and in MLog.

### 8.5. UC-14 Search case data

The present Use Case is dedicated to the process of searching of case data including case participants. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR14.1	Mandatory	MIS will provide functionality of searching (filtering) cases by various searching criteria – date of creation (and period of time), case title, type, case number, participant etc.
FR14.2	Mandatory	MIS will provide simple, intuitive and flexible tools to define search criteria.
FR14.3	Mandatory	In case of large lists of searching outputs, the MIS will provide a pagination functionality.
FR14.4	Mandatory	MIS will ensure searching only through cases that are assigned to mediator who performs the search.
FR14.5	Mandatory	MIS will allow exporting search results in at least following formats - .xlsx, .csv and .pdf.

## 9. Business processes ensured by Reporting module

### 9.1. UC-15 Generate, export and print reports

The present Use Case is dedicated to the process of generation, printing and exporting reports based on data stored in MIS DB. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR15.1	Mandatory	MIS must provide a number of statistical and ad-hoc reports, for MC users, mediators and mediation entities as well as for public users (these will be also published through MCW).
FR15.2	Mandatory	MIS will generate reports on both – ESRM and case management data.
FR15.3	Mandatory	For reporting purposes, the appropriate reporting design and development platform will be used (example: MS SQL Server Reporting Services, Telerik Reporting, JasperReport etc.).

FR15.4	Mandatory	Reports will be generated based on predefined templates approved by beneficiary.
FR15.5	Mandatory	Developer will implement up to 15 reports to be generated by MIS. The complete list of reports has to be defined during business analysis phase.
FR15.6	Mandatory	<p>MIS will provide a following sets of reports to be generated based on the data stored in the database of the information system, as follows:</p> <p>a) Internal reports available to MC only – will present overall data on institutional level:</p> <ul style="list-style-type: none"> <li>- Reports on accredited / suspended mediators, reports on attestations etc.</li> <li>- Report on mediators whose volume of training hours for current calendar year is below eligibility threshold (list of candidates for suspension).</li> <li>- Reports on mediation cases overall, by type, by mediator, by period of time etc. and results of mediation (represents more detailed reports in comparison with public reports).</li> <li>- Other statistic reports.</li> </ul> <p>a) Internal reports available to mediators and mediation entities – will reflect data regarding their own activities:</p> <ul style="list-style-type: none"> <li>- Reports on mediation cases overall, by type, period of time etc. and results of mediation.</li> <li>- Financial reports related to payments for mediation services.</li> <li>- Other statistic reports.</li> </ul> <p>Public reports available for non-authenticated users on MCW</p> <ul style="list-style-type: none"> <li>- Aggregated data on solutioned litigations per year.</li> <li>- List of mediators and mediation entities.</li> <li>- Other statistic reports.</li> </ul>
FR15.7	Mandatory	Access to reports will be granted based on user roles
FR15.8	Mandatory	MIS will allow exporting reports in at least following formats - .xlsx, .docx and .pdf.

## 10. Business processes ensured by Data Exchange module

### 10.1. UC-16 Exchange data with external systems and use external services

The present Use Case is dedicated to the process of data exchange between MIS and other information systems – SRP, SRE and MCW. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR16.1	Mandatory	MIS will perform data exchange with other information systems through governmental interoperability platform MConnect (MIS will exchange data directly with MCW as this is not a governmental IS).
FR16.2	Mandatory	MIS will provide data to MCW – register of mediators and mediation entities and public reports.
FR16.3	Mandatory	<p>MIS will provide to MCW at least following data from ESRM:</p> <ul style="list-style-type: none"> <li>- Mediator’s Name and Surname</li> <li>- Status (active, suspended, radiated etc.),</li> <li>- Types of mediations mediator is authorised to perform (penal, civil, others),</li> <li>- Mediator’s certificate data (series, number, date of issuance).</li> <li>- Date of registration in ESRM,</li> <li>- Mediation Entity name,</li> <li>- Full address,</li> <li>- MoJ’ Order number and date.</li> </ul> <p>The final data set for exposing to MCW will be defined during business analysis phase.</p>
FR16.4	Mandatory	Data sets and format of public reports provided by MIS to MCW will be defined during business analysis phase.
FR16.5	Mandatory	MIS will consume data from SRP to get by IDNP the personal data of mediators and case participants (individual persons).
FR16.6	Mandatory	MIS will consume data from SRLE to get by IDNO the data of mediation entities (if these are legal entities, registered in SRLE) and case participants (legal entities).
FR16.7	Mandatory	MIS must be integrated with the governmental MPass service – the authentication platform (this will be done using users’ digital or mobile signatures).
FR16.8	Mandatory	MIS must be integrated with the governmental MSign service - to apply digital signatures on electronic forms.
FR16.9	Mandatory	MIS must be integrated with the governmental MLog service - to log all critical business events that take place in system.
FR16.10	Mandatory	All events of data exchange between MIS and other systems will be logged both in MIS and MLog.
FR16.12	Mandatory	The heartbeat service must be implemented in MIS in order to provide data on external systems and services availability. MIS must provide visual interface to its Administrator to display the status of data interoperability.

### 10.2. UC-17 Manage data exchange

The present Use Case is dedicated to the functionality of data configuration data exchange by MIS Administrator. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
FR17.11	Mandatory	MIS will provide its Administrator the functionality of data exchange configuration.
FR17.12	Mandatory	MIS will provide its Administrator the functionality of turning on/off the data exchange functionality per every external system.

## 11. Business processes ensured by Application Administration module

### 11.1. UC-18 Authenticate in MIS

The present Use Case is dedicated to the process of authentication of users in MIS. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
AAM01.1	Mandatory	MIS will allow accessing its functions only after user's successful authentication.
AAM01.2	Mandatory	MIS will provide support for authentication through electronic or mobile signature (MPass).

### 11.2. UC-19 Manage users

The present Use Case is dedicated to the process of user management (adding, updating, deletion, locking, unlocking etc). At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
AAM02.1	Mandatory	MIS ensure registration of users and their profiles information related to them (example: name, surname, IDNP, E-mail, phone number, functions, role etc.).
AAM02.2	Mandatory	Mediator's user accounts will be created when registering mediator in ESRM.
AAM02.3	Mandatory	When the mediator is suspended in ESMR, his/her user account in MIS will be locked automatically. When the mediator is resumed in ESMR, his/her user account in MIS will be unlocked automatically.

		When the mediator is terminated in ESMR, his/her user account in MIS will be deactivated automatically (but will not be physically deleted).
AAM02.4	Mandatory	A profile of authorized users can't be physical deleted, these will have "deleted" status without physical deletion.
AAM02.5	Mandatory	MIS Administrator may create, lock, deactivate or suspend the users accounts using visual tools (GUI).
AAM02.6	Mandatory	MIS will allow configuration of time for expiration of users' sessions in case of inactivity.
AAM02.7	Mandatory	The working session in the MIS will be automatically locked upon the expiry of the time set for the session (the time will be configurable).
AAM02.8	Mandatory	All events of user management will be logged both in MIS and MLog.

### 11.3. UC-20 Manage roles

The present Use Case is dedicated to the process of roles management and their assignment to user accounts. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
AAM03.1	Mandatory	MIS will provide its GUI based on the rights and roles held by users.
AAM03.2	Mandatory	MIS must ensure assignment of atomized functions to every role and configuration of functionalities and access to data / documents for every role.
AAM03.3	Mandatory	Similar to user accounts, the roles cannot be deleted physically (these will get a "deleted" status).
AAM03.4	Mandatory	The access to MIS functionalities and data will be granted based on the rule „everything which is not explicitly allowed is prohibited”.
AAM03.5	Mandatory	All events of roles management will be logged both in MIS and MLog.

### 11.4. UC-21 Manage metadata

The present Use Case is dedicated to the functionality of management of metadata in MIS. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
AAM04.1	Mandatory	MIS must have a mechanism for managing the nomenclatures and classifiers using visual tools.



AAM04.2	Mandatory	MIS will ensure linear and multilevel hierarchical classifiers.
AAM04.3	Mandatory	MIS will not eliminate physically any metadata (will mark these as “deleted” or “inactive”).
AAM04.4	Mandatory	MIS will provide versioning of metadata values.
AAM04.5	Mandatory	MIS will store the time interval when the version of metadata values were valid.
AAM04.6	Mandatory	In addition to manual management of nomenclatures and classifiers, MIS must provide Administrator with functionality of importing and exporting these in .csv, .xml and .xlsx formats.
AAM04.7	Mandatory	All events of nomenclatures and classifiers management will be logged both in MIS and MLog.

### 11.5. UC-22 Log MIS events

The present Use Case is dedicated to the process of logging business events that take place in MIS. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
AAM05.1	Mandatory	MIS will ensure functionality of logging all the business events related to processes that take place in the system.
AAM05.2	Mandatory	MIS Administrator will be able to set events that must be logged by MIS. This will be done separately for logging internally and in MLog.
AAM05.3	Mandatory	MIS will display logs in convenient and usable format to provide MIS Administrator functionality to view, search, filter and export logged events.
AAM05.4	Mandatory	At least following categories of events must be logged: <ul style="list-style-type: none"> <li>- user login and logout;</li> <li>- any user and roles management event</li> <li>- accessing, adding, updating, removing entries (mediators, mediation entities, mediation cases etc.);</li> <li>- data exchange with external information systems;</li> <li>- generation and export of report;</li> <li>- other business events.</li> </ul>
AAM05.5	Mandatory	Logged events will save the at least the following types of data: <ul style="list-style-type: none"> <li>- identifier of the user who generated the logged event (user first and last name, IDNP, IP address);</li> <li>- entry affected by logged event;</li> <li>- description of event;</li> <li>- category of the logged event;</li> <li>- date and time of logged event;</li> </ul>

		- module of MIS that created event.
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### 11.6. UC-23 Access Personal cabinet

The present Use Case is dedicated to the functionality of accessing MIS data and functionalities depending on user role and team / mediation entity assignment including users' personal data (in „My profile” directory). At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
AAM6.1	Mandatory	Personal cabinet will provide user with following information related to his/her MIS account arranged into sections and directories: <ul style="list-style-type: none"> <li>• My Cases,</li> <li>• My applications Register of Mediators,</li> <li>• My Profile,</li> <li>• Help,</li> <li>• Documents library,</li> <li>• Online helpdesk or online feedback,</li> <li>• Other information if any.</li> </ul>
AAM6.2	Mandatory	My Cases section must display the list of mediation cases user is assigned with. This section may have various directories for cases that have different statuses. By default, the cases will be listed in chronological order (the first is the last).
AAM6.3	Mandatory	Register of Mediators (ESRM) must display to the users in role of Mediator the list of mediators and mediation entities with their key data available for public users. MIS Administrator, MC Member and MC Registrator will have full access to mediators' and mediation entities' data.
AAM6.4	Mandatory	“My Cases”, “My applications” and “Register of Mediators” sections will provide functionality of searching (filtering) records by various specific criteria (date or period of time, status, case type, address etc.).
AAM6.5	Mandatory	MIS will not delete physically cases when users will use deleting functionalities (such cases will get “deleted” status and will not be displayed to users)
AAM6.6	Mandatory	MIS must provide users the “Help” section where users will access user guides, training materials and other data and documentation related to MIS usage.
AAM6.7	Mandatory	Access to various documentation in “Help” section will be granted based on user roles. Thus, Mediator, MC Registrator will not access

		MIS system administration manuals and technical documentation available for MIS Administrator only.
AAM6.8	Mandatory	MIS Administrator will have all functionalities necessary for management of content of “Help” section
AAM6.9	Mandatory	<p>“My Profile” section will provide user at list with following information related to his/her MIS account:</p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Surname;</li> <li>• Role;</li> <li>• Date of account creation;</li> <li>• History of accessing MIS (optional);</li> <li>• Mediation entity;</li> <li>• Phone number;</li> <li>• Email address;</li> </ul>
AAM6.10	Mandatory	<p>User may manage some his/her data in his/her “My Profile”, namely:</p> <ul style="list-style-type: none"> <li>• Phone number;</li> <li>• Email address;</li> <li>• Physical work address;</li> <li>• Function;</li> <li>• Other information if any.</li> </ul>
AAM6.11	Mandatory	“Online Helpdesk” must provide the electronic form for capturing users’ requests for support or error reports. After posting the requests by the means of “Online Helpdesk” these will be accessed by MIS Administrator.
AAM6.12	Mandatory	Every request form must ensure attachments of files.
AAM6.13	Mandatory	MIS must apply a timestamp on every posted request for support (error report).
AAM6.14	Mandatory	“Online Helpdesk” must allow user to set the priority and type of posted request or report.
AAM6.15	Mandatory	MIS Administrator will have functionality to reply user who posted request/report directly from this request/report.
AAM6.16	Mandatory	Request reports must have some statuses that will allow users to define requests that were not processed yet by MIS Administrator, requests in work, solved, cancelled etc.
AAM6.17	Mandatory	MIS must provide users the “Documents library” section where users will access the templates of various standard documents required for mediation activities.

AAM6.18	Mandatory	MIS Administrator will have all functionalities necessary for management of content of “Documents library” section (add and remove document templates).
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**11.7. UC-24 Manage and monitor the application**

The present Use Case is dedicated to the functionality of accessing MIS’ application monitoring and management functionalities available for MIS Administrator. At least following functional requirements related to this business process must be implemented:

ID	Mandatory / Optional	Requirement
AAM7.1	Mandatory	MIS will provide its Administration the functionalities of configuration its basic parameters – email addresses, heartbeat configurations, addresses o external systems (APIS) etc.
AAM07.2	Mandatory	MIS will ensure functionality of logging all the system events including errors that happened.
AAM07.3	Mandatory	MIS Administrator will be able to see the system logs.
AAM07.4	Mandatory	MIS will display system logs in convenient and usable format to provide MIS Administrator functionality to view, search, filter and export logged events.

**12.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 ptactices.

**12.1. General non-functional requirements**

The non-functional requirements stipulated in this chapter are based on the technical requirements for information systems, imposed by the 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
NFR01.1	Mandatory	The GUI will have following language versions Romanian and Russian.
NFR01.2	Mandatory	The MIS’ GUI will comply with Level of Web Content Accessibility Guidelines (WCAG) 2.1.
NFR01.3	Mandatory	MIS will Use MSign for confirmation of actions by users (case approvals, denials etc.).
NFR01.4	Mandatory	The MIS GUI will be optimized to be displayed on screens with resolution 1360x768 pixels.
NFR01.5	Mandatory	GUI will provide responsive design to ensure MIS operations using desktop PCS, tabs, notebooks and smartphones.

NFR01.6	Mandatory	MIS will allow its users to export the content of lists (grids) at least in following formats - .xlsx, .docx, .csv and .pdf.
NFR01.7	Mandatory	MIS will be W3C XForms standard compliant.
NFR01.8	Mandatory	System will ensure the minimum data transfer between the client (user's computer) and the server.
NFR01.9	Mandatory	All variable configurations - system settings, service parameters, data storage paths, connection settings with external systems and services, etc. will be configurable by MIS Administrator using visual the tools, will not require the recompilation of information systems and will not interrupt system operations.
NFR01.10	Mandatory	MIS will be developed based on open standards of the formats and communication protocols.
NFR01.11	Mandatory	The developer will provide user guides for all MIS user roles (including MIS deployment, configuration and troubleshooting manuals).
NFR01.12	Mandatory	All MIS services, exposed to users will be technologically neutral - OS, internet browser will not require the installation of some additional components (plugins etc.).
NFR01.13	Mandatory	System must provide its GUI in Romanian and Russian languages.
NFR01.14	Mandatory	MIS must provide its Administrator functionality of translation its GUI using visual tools.

### ***12.2. Authentication requirements***

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
NFR02.1	Mandatory	MIS will allow access to its functions only after successful authentication of the user using MPass service.
NFR02.2	Mandatory	The system will allow the registration of users and their profile' data (ID, password, name, surname, email, phone etc.).
NFR02.3	Mandatory	MIS will ensure locking/unlocking, disabling or suspending user accounts at the application level.
NFR02.4	Mandatory	The system will allow its Administrator to set the maximum number of simultaneous connections that can be initiated by an user.
NFR02.5	Mandatory	MIS Administrator will have functionality to set the user session' expiration time in case of user' inactivity.
NFR02.6	Mandatory	The system will have effective mechanisms in place to prevent unauthorized interception of active sessions initiated by legitimate users.
NFR02.7	Mandatory	The work session in the MIS will be terminated by the user either automatically when the user's session expires.

**12.3. Authorization requirements**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
NFR03.1	Mandatory	MIS will ensure the atomized management of permissions to its all objects and operations with them (access to menu elements, documents, forms, reports etc. will be granted based on user' role and team.
NFR03.3	Mandatory	MIS will ensure granting of access permissions at the level of user, group and role. A group may contain several subgroups. A user can be associated with one or more groups and roles, his/her access rights being determined cumulatively.
NFR03.5	Mandatory	The MIS will display existing access permissions by roles. These can be parameterized according to at least the following parameters: user group / role within the system, user ID, business entity, property related to the business entity, allowed operations.

**12.4. Data validation requirements**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
NFR04.1	Mandatory	The systems will have adequate mechanisms to prevent the manipulation of input data (user inputs, inputs from external applications).
NFR04.3	Mandatory	MIS will ensure the exhaustive and independent validation of the all data on the level of presentation, business logic level, data level in order to ensure and maintain the data integrity, completeness and correctness.
NFR04.4	Mandatory	Confidential data will be stored and accessed securely within MIS.
NFR04.5	Mandatory	The system will have routine procedures for verifying and detecting possible corruption of data integrity relationships.
NFR04.6	Mandatory	MIS will have adequate mechanisms to prevent the manipulation of data stored within the system / application.

**12.5. Audit requirements**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
NFR05.1	Mandatory	MIS will have audit module that will collect and manage the audit records.
NFR05.2	Mandatory	MIS will ensure the setting of audit policies at the level of object / business entity and at the level of event.
NFR05.3	Mandatory	MIS will ensure the audit of any event, at the level of any object or business entity within the system.
NFR05.4	Mandatory	Each audit record shall contain at least: <ol style="list-style-type: none"> <li>1. Time of event;</li> <li>2. Event' subject (user ID);</li> <li>3. The object or business entity affected;</li> <li>4. The event produced;</li> <li>5. The IP address of the source that initiated the event.</li> </ol>

NFR05.5	Mandatory	Audit records will not contain confidential information (eg. passwords entered in failed attempts).
NFR05.6	Mandatory	Errors that may occur during recording of audit records should not affect the normal operation of the MIS.
NFR05.7	Mandatory	The audit module will apply events' timestamp using the server time set to the operating system on which the audit component is running.
NFR05.8	Mandatory	The audit component will have a tool for archiving historical audit records. The archiving process must be parameterized – administrator may configure the frequency, data age, archiving format, destination, etc.
NFR05.9	Mandatory	All events of changing statuses or record owners will be logged.
NFR05.10	Mandatory	The systems will have convenient tools for accessing and processing recorded log records, including filtering (searching) by any field and exporting them in the usual format (.xls, .csv).
NFR05.11	Mandatory	MIS will have secure mechanisms to protect the integrity of the registered audit data.

### 12.6. Licensing requirements

ID	Importance	Requirement' description
NFR06.1	Mandatory	MIS will be hosted in MCloud. The following environments must be provided: <ul style="list-style-type: none"> <li>• Production site (in MCloud);</li> <li>• Testing site (in MCloud).</li> </ul>
NFR06.2	Mandatory	MIS' supplier will include in the offer all licenses for all COTS software, necessary for the implementation and use MIS. Licenses will be specified for production environment. Licenses for DBMS, software libraries and other system software will be specified.
NFR06.3	Mandatory	The number of provided licenses must ensure access and use of MIS for at least 250 nominal users. There will be no restrictions on the number of documents, transactions or limitations on concurrent access.
NFR06.4	Mandatory	Provided licenses must ensure access to the APIs exposed by MIS of any application and external system.
NFR06.5	Mandatory	MIS' supplier will transmit to the MIS owner all rights on developed system. These must include the licensed third-party software products.
NFR06.6	Mandatory	Any data stored in the MIS 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.

### 12.7. Interoperability requirements

ID	Importance	Requirement' description
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INT01.1	Mandatory	All exposed MIS' interfaces must be based on open standards. All message flows between systems and external entities will be made using open standards.
INT01.2	Mandatory	Data exchange with external governmental systems will be performed through MConnect.
INT01.3	Mandatory	MIS will ensure the capabilities to define new interfaces for accessing external systems using open standards. These interfaces will be accessible for calling within the system functions, when implementing the MIS functionalities.
INT01.4	Mandatory	All system interfaces must be properly documented.
INT01.5	Mandatory	MIS will be integrated with the MConnect interoperability platform to consume data from external governmental information systems.
INT01.6	Mandatory	MIS will be integrated with MPass governmental service as a authenticating mechanism using electronic signature or mobile identity.
INT01.7	Mandatory	MIS will use the MSign governmental service electronic signature
INT01.8	Mandatory	MIS will use the MLog governmental service as a mechanism for logging critical business events.
INT01.9	Mandatory	MIS will be integrated with MCW for providing data (register of mediators, reports).

### 12.8. Performance requirements

MIS will ensure the ability to process in a timely manner all transactions made by its users, according to the volume resulting from the activities of Mediators and MC staff.

ID	Importance	Requirement' description
PERF01.1	Mandatory	The response time to a simple transactional query should not exceed 3 seconds (this requirement is not applied does not refer to the generation of reports).
PERF01.2	Mandatory	The MIS must be able to handle no less than 100 concurrent sessions (authorized user connections and external systems) with the possibility of scalability up to 500 concurrent sessions in the subsystem expansion process.
PERF01.3	Mandatory	Generating reports should not affect the operational performance of the MIS in terms of transaction processing.
PERF01.4	Mandatory	The system must ensure creation of up to 2,000 mediation cases annually and storage of at least 10,000 mediation cases.
PERF01.5	Mandatory	MIS will pass performance testing (both load and stress testing) before being delivered by Beneficiary.  Performance tests will be done with MIS populated with data in the volume similar to the volume expected after 2 years of system exploitation.



**12.9. Security requirements**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
SEC01.1	Mandatory	The "Secure by design" approach will be used when developing MIS.
SEC01.2	Mandatory	MIS architecture will be well documented and delivered to Beneficiary.
SEC01.3	Mandatory	System documentation will describe the network placement specifications of the MIS components and the provider's recommendations on the network access rules required to be set by the Beneficiary for secure access to all MIS' components.
SEC01.4	Mandatory	All processes in the system will run with the minimum privileges required to perform the assigned tasks.
SEC01.5	Mandatory	All access credentials used within the application will be configurable in the administrative interfaces. The system will not contain hard-coded access credentials.
SEC01.6	Mandatory	The system will not store access credentials in open (non-encrypted) in the database, configuration files.
SEC01.7	Mandatory	MIS will ensure access to its external interfaces through secure authentication methods (eg. X.509 certificates).

**12.10. Architecture requirements**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
ARH01.1	Mandatory	The MIS architecture will be based on open standards.
ARH01.2	Mandatory	The MIS architecture must be service-oriented (SOA).
ARH01.3	Mandatory	The MIS architecture must be implemented based on best practices in the field
ARH01.4	Mandatory	The MIS architecture must have client-server type, organized on at least 3 vertical levels, clearly divided, so that each upper level depends only on its lower level.
ARH01.5	Mandatory	MIS architecture must allow use of virtualized environments.
ARH01.6	Mandatory	Communication between all MIS components will be secured, using the internal interfaces for this purpose.
ARH01.7	Mandatory	The client application can be run in standard operating environments or with minimal configurations from the Beneficiary (example: standard OS and internet browser).
ARH01.8	Mandatory	The MIS' functionalities will be accessed using most popular web browsers - Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Google Chrome.

ARH01.9	Mandatory	The presentation layer of MIS will not implement business rules, except rules for the validation of input data.
ARH01.10	Mandatory	The business logic layer must be completely independent of the presentation layer and applications that access the business layer directly (through specialized application interfaces).
ARH01.11	Mandatory	The business logic layer must have a modular architecture, based on reusable components and abstract interfaces. There must be no identical functionalities performed by different components at this level (example: data access).
ARH01.12	Mandatory	Business entities must be clearly identified at the level of business logic and encapsulated in business entity components.
ARH01.13	Mandatory	The MIS components related to the business logic must communicate with each other through dedicated internal interfaces / functions.
ARH01.14	Mandatory	Business logic layer' components must be accessible to external applications only through the external application interfaces.
ARH01.15	Mandatory	The business logic layer must be completely independent of the presentation layer and applications that access the of business logic layer directly.
ARH01.16	Mandatory	MIS data must be accessible only through the components contained in the business logic layer.
ARH01.17	Mandatory	The data stored in MIS must be neutral and independent of the business logic layer.
ARH01.18	Mandatory	The MIS data architecture will be optimized for the quick data access for transactions and for generating statistics and reports. The generation of reports should not affect the performance of the transactional operations of MIS.
ARH01.19	Mandatory	The MIS data model must be documented in details. The documentation must contain both the technical description of the data layer and the semantic description (association of the data structures to the business entity and their properties).

### 13. Implementation requirements

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

#### 13.1. Implementation methodology and approach

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

ID	Importance	Requirement' description
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 the prototypes of the MIS functional modules at the initial stages of development of these modules in order to obtain the beneficiary's feedback and to take corrective actions as soon as possible.
IMP01.4	Mandatory	Within the implementation of the MIS functional modules the Beneficiary and the Supplier will focus on the most important functionalities, these being a priority.
IMP01.5	Mandatory	The Supplier is responsible for the management of the MIS 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 MIS into operations
IMP01.7	Mandatory	The project will be managed with the application of generally accepted methodologies in the field of project management (eg PRINCE 2, PMBOK, etc.).
IMP01.8	Mandatory	The Supplier will appoint a project manager, who will be subordinated to the project teams from the Supplier sides.
IMP01.9	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.
IMP01.10	Mandatory	The Supplier's PM will officially communicate / report to the Beneficiary the progress and problems of the project.

### ***13.2. Deliverables requirements***

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
IMP02.1	Mandatory	Deliverables designed for the beneficiary (SRS, SDD, user guides and manuals, training materials, minutes of meetings with Beneficiary, testing scenarios etc.) will be provided in Romanian language.
IMP02.2	Mandatory	Deliverables designed for the IDLO 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 will be updated if necessary and provided 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	<p>Deliverables will be considered accepted in compliance with the following conditions:</p> <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>
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### 13.3. *Supplier's project team requirements*

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

ID	Importance	Requirement' description
IMP03.1	Mandatory	<p>The development team must consist of experienced individuals with complementary skills. The Supplier will provide at least following team for MIS implementation:</p> <ol style="list-style-type: none"> <li>1) Project Manager – one person,</li> <li>2) Business Analyst – one person,</li> <li>3) Software / Database Developer – two persons,</li> <li>4) QA Specialist – one person,</li> <li>5) System Engineer – one person,</li> <li>6) Trainer – one person,</li> <li>7) Documentation Specialist – one person.</li> </ol>
IMP03.2	Mandatory	<p>The Supplier's staff, designated for MIS implementation, will have experience of successful implementation of at least 2 projects with the similar complexity or higher.</p>
IMP03.3	Mandatory	<p>As part of the bid, the bidder is required to submit a CV for each member of the development team with descriptions of projects for which they have worked. 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.</p>
IMP03.4	Mandatory	<p>Minimum requirements regarding the experience of Project Manager - 5 years of experience in managing development and implementation of governmental information systems.</p> <p>Internationally recognized certifications in the area of project management will represent an advantage.</p>
IMP03.5	Mandatory	<p>Minimum requirements regarding the experience of Business Analyst - 4 years of experience in designing and implementing information systems. Internationally recognized certifications in the area of business analysis will represent an advantage.</p>
IMP03.6	Mandatory	<p>Minimum requirements regarding the experience of Software / Database Developers - 3 years of experience in programming at the database level and / or at the level of development of application logic in web-oriented tools.</p>
IMP03.7	Mandatory	<p>Minimum requirements regarding the experience of QA Specialist - 2 years of experience in testing and QA area.</p>

IMP03.8	Mandatory	Minimum requirements regarding the experience of System Engineer - 3 years of experience in providing technical support related to the system platforms (OS, DBMS). Good experience in training system administrators in Romanian language.
IMP03.9	Mandatory	Minimum requirements regarding the experience of Trainer – 1 year of experience in providing non-technical trainings for end users in Romanian language (fluent Romanian is “must be” requirement).
IMP03.10	Mandatory	Minimum requirements regarding the experience of Documentation Specialist – 1 year of experience in writing technical and user documentation in Romanian language (high literacy in Romanian language is “must be” requirement).
IMP03.11	Mandatory	Bidder will provide CVs of team members with descriptions of projects for which they have worked.
IMP03.12	Mandatory	During Planning and design phase the Business Analyst will be full time involved in project activities.
IMP03.13	Mandatory	During System Development phase the Software / Database Developers will be full time involved in project activities.

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

The MIS 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. The Supplier can propose his own vision on the phases of the project.

The 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.

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

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
<b>Activities</b>		
IMP04.1	Optional	The duration of the planing and design phase will not exceed one month from the project launching.
IMP04.2	Mandatory	<ul style="list-style-type: none"> <li>- Supplier will develop the high-level Project Management Plan and Work Breakdown Structure and will initiate the project (prepare kick-off meeting).</li> <li>- Supplier will perform business analysis activities. To this end, the Supplier will perform at least the following activities:                             <ul style="list-style-type: none"> <li>a. Review and analysis of MIS functional and non-functional requirements.</li> <li>b. Organize workshops with the Beneficiary's team in order to analyze the work processes and validate the functional and non-functional requirements.</li> <li>c. Identifying the sources of information and their recipients.</li> <li>d. Analysis of data exchange requirements with government systems (description of methods and data for exchange).</li> </ul> </li> </ul>

		<p>e. Analysis of reporting process.</p> <p>Business analysis activities will be done through interviews of the responsible persons from the business departments and technical departments and analysis of the relevant documentation.</p>
<b>Deliverables</b>		
IMP04.3	Mandatory	<p>As a result of the planning and design phase, the following deliverables will be provided:</p> <ul style="list-style-type: none"> <li>- Project Management Plan and all its components,</li> <li>- Work Breakdown Structure,</li> <li>- 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> </li> <li>- Requirements for environments (production and testing) and software.</li> <li>- Bi-weekly reports.</li> <li>- Minutes of the meetings that took place during the phase.</li> </ul>
<b>Acceptance criteria</b>		
IMP04.4	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> <li>3) The act of acceptance of the phase 1 is signed by both parties.</li> </ol>

**13.4.2. Phase 2 – System development**

ID	Importance	Requirement' description
<b>Activities</b>		
IMP04.5	Mandatory	The duration of the MIS development phase will not exceed 6 months from the end of the previous phase.
IMP04.6	Mandatory	The technical design of the developed system will take place during the development phase. System Detailed Design document will be updated during the phase with the implemented functionalities. At the end of phase 2 these will represent a final version.
IMP04.7	Mandatory	<p>The following activities will be performed during the phase 2 (the phase will contain several sprints):</p> <ul style="list-style-type: none"> <li>- Implementation of system components.</li> <li>- Preparation of test environment.</li> <li>- Updating the test environment with the newly developed modules / functionalities,</li> </ul>

		<ul style="list-style-type: none"> <li>- Presentation to Beneficiary the functionalities implemented during sprints (at the end of each sprint).</li> <li>- Testing with Beneficiary of the functionalities and modules developed within sprints.</li> <li>- Implementation of adjustments requested by Beneficiary after submission for the purpose of preliminary acceptance by the Beneficiary,</li> <li>- Updating SRS (if necessary).</li> <li>- Updating SDD with the functional modules implemented and accepted by the Beneficiary.</li> </ul>
<b>Deliverables</b>		
IMP04.8	Mandatory	<ul style="list-style-type: none"> <li>- MIS components implemented within sprints,</li> <li>- Results of demo to Beneficiary of the functionalities developed within sprints,</li> <li>- SDD updated with information on the functionalities and applications implemented and accepted by the Beneficiary.</li> <li>- Updated SRS.</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. g.</li> </ul>
<b>Acceptance criteria</b>		
IMP04.9	Mandatory	<ul style="list-style-type: none"> <li>a. All deliverables are presented to the Beneficiary.</li> <li>b. The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> <li>c. The act of acceptance of the phase 2 is signed by both parties.</li> </ul>

**13.4.3. Phase 3 – Preparation for launching into operations**

ID	Importance	Requirement' description
<b>Activities</b>		
IMP04.10	Mandatory	The duration of the MIS Preparation for launching into operations phase will not exceed one month from the end of the previous phase.
IMP04.11	Mandatory	<p>At this stage the following activities will be performed:</p> <ul style="list-style-type: none"> <li>- Preparing the production environment for the deployment of the final version of system.</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>- Performing performance and security testing.</li> <li>- Development of manuals for deployment, configuration and administration of MIS.</li> <li>- Development of user manuals for all MIS roles.</li> </ul>

		- Elimination of non-conformities detected during User Acceptance Testing.
<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>- Report on performance testing (load testing, stress testing).</li> <li>- Security testing report (at least OWASP top 10 vulnerabilities).</li> <li>- MIS deployment, configuration and administration manuals.</li> <li>- MIS user guides (for all roles).</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	<ul style="list-style-type: none"> <li>a. All deliverables are presented to the Beneficiary.</li> <li>b. The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> <li>c. The MIS acceptance act is signed by both parties.</li> </ul>

**13.4.4. Phase 4 – Training**

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 phase will not exceed one week from the end of the previous phase.
IMP04.17	Mandatory	<p>The Supplier will train the Beneficiary staff and mediators in order to use the MIS. To this end, the Supplier will perform the following activities:</p> <ul style="list-style-type: none"> <li>- Will develop and provide the training agenda for training persons who will train the users of various roles (training of trainers).</li> <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 MIS version on production environment.</li> </ul>
<b>Deliverables</b>		
IMP04.18	Mandatory	<ul style="list-style-type: none"> <li>a. Training agenda,</li> <li>b. Training plan,</li> </ul>



		<ul style="list-style-type: none"> <li>c. Training performed,</li> <li>d. Training report,</li> <li>e. Bi-weekly reports.</li> <li>f. Minutes of the meetings that took place during the phase.</li> <li>g. Report on deployment MIS on production environment.</li> </ul>
	Mandatory	MIS source code together with libraries and third-party software (if any).
<b>Acceptance criteria</b>		
IMP04.19	Mandatory	<ul style="list-style-type: none"> <li>a. All deliverables are presented to the Beneficiary.</li> <li>b. The Beneficiary has no comments on the completeness and correctness of the deliverables.</li> <li>c. The MIS phase acceptance act is signed by both parties.</li> </ul>

**13.4.5. Phase 5 – Piloting**

ID	Importance	Requirement' description
<b>Activities</b>		
IMP04.20	Mandatory	The duration of the piloting phase will not exceed one month from the end of the previous phase.
IMP04.21	Mandatory	The Supplier will propose its approach for the launch of the MIS (sequential, big-bang, parallel running, pilot) and will justify this approach.
IMP04.22	Mandatory	<p>The Supplier will participate in the launching of the MIS in operations (piloting).</p> <p>The piloting phase will include the following activities:</p> <ul style="list-style-type: none"> <li>- Elaboration of the production launch plan;</li> <li>- Launching MIS into operations;</li> <li>- Fixing bugs detected during piloting and minor adjustments of MIS functionalities.</li> <li>- Development of piloting report (at the end of phase).</li> <li>- Signing Final Acceptance Act (after piloting is successfully finished).</li> </ul>
<b>Deliverables</b>		
IMP04.23	Mandatory	<ul style="list-style-type: none"> <li>a. Production launch plan;</li> <li>b. Act of launching MIS in operations;</li> <li>c. Piloting report;</li> <li>d. Updated source code of MIS together with libraries and third party software (if any);</li> <li>e. Final Acceptance Act;</li> <li>f. Bi-weekly reports.</li> </ul>

		g. Minutes of the meetings that took place during the phase.
<b>Acceptance criteria</b>		
IMP04.24	Mandatory	a. All deliverables are presented to the Beneficiary. b. The Beneficiary has no comments on the completeness and correctness of the deliverables.

**13.4.6. Phase 6 – Warranty and maintenance**

<b>ID</b>	<b>Importance</b>	<b>Requirement' description</b>
<b>Activities</b>		
IMP04.25	Mandatory	The duration of the warranty and maintenance phase will be 12 months from the end of the previous phase.
IMP04.26	Mandatory	The warranty and maintenance phase will include the following activities: <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>- Preventive monitoring of the system performance at the base and application level for the delivered system;</li> <li>- Improving system performance if required;</li> <li>- Update of user manuals, if necessary;</li> <li>- Upgrade of platform products that are used (databases, application servers, web servers, etc.) in case of a need to switch to new versions;</li> <li>- Re-installation and setting of the system in case of a breakdown;</li> <li>- Advising system users aimed at more efficient use of the system;</li> <li>- Development of statistical reports based on requests from for support and error reports;</li> </ul>
<b>Deliverables</b>		
IMP04.27	Mandatory	a. Production launch plan (cut-over plan); b. Act of launching MIS in operations; c. Piloting report; d. Updated source code of MIS together with libraries and third party software (if any); e. Final Acceptance Act; f. Bi-weekly reports. g. Minutes of the meetings that took place during the phase.
<b>Acceptance criteria</b>		
IMP04.28	Mandatory	c. All deliverables are presented to the Beneficiary. d. The Beneficiary has no comments on the completeness and correctness of the deliverables.

**13.5. 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 help desk application 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	The Contractor is required to provide a "help desk" system for monitoring solutions of intervention requests (ticketing system) that will include: <ul style="list-style-type: none"> <li>- Possibility to create intervention (support) requests with the option of prioritizing.</li> <li>- Date and time of request creation, as well as date and time of completion.</li> <li>- Possibility to monitor the status of request completion by MIS user who sent the request.</li> </ul> Possibility to get statistical reports on requests (average completion deadline, users who sent most requests, structure of requests by priorities, etc.)
SUP01.4	Mandatory	"Help desk" can be built-in or an independent application. It is only important that the Supplier provides, configures and administers the given solution. If the proposed solution needs to be licensed, the cost of licenses must be included the overall bid. In the specification of the offered price, the Supplier is required to explicitly indicate the value of maintenance/warranty in the warranty period included in the total amount of the bid.
SUP01.5	Mandatory	"Help desk" will ensure prioritization of support requests (see below the levels of priority).
SUP01.6	Mandatory	The Response Time and Settlement Time will depend on priority of support requests (see below the priority criteria and maximum Response Time and Settlement Time depending on priority).
SUP01.7	Mandatory	Maintenance (corrective maintenance) will be provided in the volume up to 40 men business days for implementaion minor adjustments according users requests or changes of legal framework.
SUP01.8	Mandatory	After expiration of warranty period, the Beneficiary may request an extension of the services.

Response Time (RT) - is the time in which the Supplier will react to a request for support, diagnose the situation and determine the actions needed to be taken for settlement.

Settlement Time (ST) - is the objective time in which the Supplier is expected to take action in its area of responsibility to fully resolve the Beneficiary's request.

Priority	The impact on the MIS
<b>Critical</b>	<p><b>Availability:</b> MIS is unavailable to all or the vast majority of business users. Important transactions need to be performed as soon as possible (order of hours).</p> <p><b>Usability:</b> key business functions cannot be used. There are no alternative procedures and functionalities.</p> <p><b>Performance:</b> the response time to user queries practically makes the application unavailable.</p> <p><b>Security:</b> there are major risks of compromising the confidentiality, integrity or availability of information.</p>
<b>High</b>	<p><b>Availability:</b> MIS is unavailable to a large number of users. Significant transactions and operations are required to be completed by the beginning of the next day.</p> <p><b>Usability:</b> Key business functions can be used to a limited extent.</p> <p><b>Performance:</b> Response time to user inquiries significantly affects the conduct of key business processes.</p> <p><b>Security:</b> there are high risks of compromising the confidentiality, integrity or availability of information.</p>
<b>Regular</b>	<p><b>Availability:</b> MIS is unavailable to some users. There are transactions and operations that must be executed in the next three days.</p> <p><b>Usability:</b> the business functionality of the system can be used to a limited extent.</p> <p><b>Performance:</b> response time to user queries moderately affects the conduct of business processes.</p> <p><b>Security:</b> there are risks of compromising the confidentiality, integrity or availability of information.</p>
<b>Low</b>	<p><b>Availability:</b> MIS is unavailable to a limited number of users. There are no transactions and operations to be executed in the next three days.</p> <p><b>Usability:</b> the business functionality of the application is insignificantly affected. There are alternative procedures and functionalities.</p> <p><b>Performance:</b> the response time to user queries is longer than usual. The conduct of business processes is not affected.</p> <p><b>Security:</b> there are minor risks of compromising the confidentiality, integrity or availability of information.</p>

Response Time and Settlement Time depending on support requests priority are shown below:

Priority	Response Time (RT)	Settlement Time (ST)
<b>Critical</b>	15 min	90 min
<b>High</b>	60 min	12 hrs
<b>Regular</b>	24 hrs	3 days
<b>Low</b>	3 days	The best effort *

\* Supplier will make every effort to resolve the request for services as soon as possible, operating normally. The deadline for resolving the request will be communicated and accepted by the Beneficiary. Subsequent changes to the time limit are only permitted with the consent of the Beneficiary.