

## Request for Proposals (RFP)

RFP Number:	StartupCityCahul-2022-012
Issuance date	May 19, 2022
Deadline for offers	June 20, 2022, 15:00 Chisinau time
Description	Provision of mid-term review of the EU4Moldova: Startup City Cahul Project
For	EU4Moldova: Startup City Cahul Project
Funded By	European Union in Moldova through a delegated agreement with Sweden
Issued by	National Association of ICT Companies (ATIC)
ATIC Point of Contact:	<a href="mailto:candronic@startupcitycahul.md">candronic@startupcitycahul.md</a> , Corina Andronic, Deputy Director

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### **SECTION 1: INTRODUCTION AND INSTRUCTIONS TO OFFERORS**

#### **1.1 Acronyms and Definitions**

ATIC	National Association of ICT Companies
Donor	Organization that finances the implemented project/program
EU	European Union
ICT	Information and Communication Technology
IT	Information Technology
Project	Project implemented by ATIC
STEM	Science Technology, Engineering and Math
ToR	Terms of Reference
VAT	Value Added Tax

#### **1.2 Introduction:**

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) hereby invites eligible and responsible companies to submit proposals for the provision of a mid-term review of the EU4Moldova: Startup City Cahul Project implemented by ATIC, based on this RFP and the details specified in the Annex 1 - Terms of Reference.

#### **1.3 Offer Deadline and Submission Protocol:**

Offers must be submitted not later than **June 20, 2022, 15:00, Chisinau time**.

Offers received after the specified time and date will be considered late and will NOT be evaluated by ATIC.

#### **Electronic Submission Only:**

The only acceptable submission method is electronic – via email.  
Any email offers must be sent to the following address:

**to:** [llivadari@ict.md](mailto:llivadari@ict.md) - Liuba Livadari, Procurement Consultant  
**cc:** [candronic@startupcitycahul.md](mailto:candronic@startupcitycahul.md), Corina Andronic, Deputy Director

Offers must be submitted in two (2) separate .pdf format files corresponding to the:

- 1) Technical Proposal (Forms A-E and other mandatory documents required by this solicitation documents). There may be one or several PDF files with relevant names.
- 2) Financial Proposal (should be password-protected). ATIC will request the password if the proposal is deemed eligible and technically compliant. Any submission of the financial proposal that is not password-protected will be disqualified. Also, any submission of the financial proposal together with the password will be disqualified.

Please refer the RFP number in any response to this RFP.

All offers must be prepared in one of the 3 languages: English, Romanian or Russian.

Offers received after the specified time and date will be considered late and will NOT be reviewed by ATIC.

#### **1.4 Questions and Requests for Clarifications:**

Questions regarding the technical or administrative requirements of this RFP may be submitted **no later than June 14, 15:00 Chisinau time** by email to [candronic@startupcitycahul.md](mailto:candronic@startupcitycahul.md), cc [llivadari@ict.md](mailto:llivadari@ict.md). Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that ATIC believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers issued by ATIC will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of ATIC or any other entity should not be considered as an official response to any questions regarding this RFP.

#### **1.5 Technical and Cost Volume**

##### **1.5.1 Technical Volume**

The Technical Volume should describe in detail the offeror's proposed plan for providing the services and commodities described in the specifications found in Annex 1. It should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The plan should include details on equipment, personnel, and subcontractors that the offeror will make available to carry out the required activities. The plan should also provide details on the anticipated delivery schedule, including an estimated completion date.

At a minimum, the Technical Volume must contain the following required completed documents:

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Certificate of Independent Price Determination (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence of Responsibility Statement (see FORM E)
- Copy of official registration (also for subcontractors – if any)
- Certificate of regular payment of taxes - copy - or certificate issued by the Tax Inspectorate on double taxation records;
- Company profile;

- Past performance information:
  - *List of similar assignments – evaluation of donor funded projects, completed within the last 5 years, ongoing assignments to be mentioned separately, if any (provide project name, beneficiary & Donor, year).*
  - *2 reference letters from the last 3 years;*
- Experts (Experts in project Monitoring & Evaluation and Project Management) to perform the proposed services, describing in particular the experience with the donor funded projects evaluation, implementation of projects. CVs should include details on carried assignments by the applicable staff, including ongoing assignments indicating capability and capacity to undertake the assignment described in the ToR. Any certificates proving experts' relevant qualification to be attached;
- Description of proposed services/technical approach with a clear timeline.

FORMS A-E – attached word file to this RFP.

### **Subcontracting arrangements:**

If the execution of work to be performed by the offeror requires the hiring of subcontractors, the proposal must clearly identify the subcontractor(s), contact information of subcontractor(s), and the work they will perform. ATIC will not refuse a proposal based upon the use of subcontractors; however, ATIC retains the right to approve or reject the specific subcontractors selected.

All electronic copies of documents in the Technical Volume must be in PDF, Microsoft Word or Microsoft Excel format.

The information contained in the Technical Volume should not contain any cost- or price-related information.

### **1.5.2 Cost Volume**

Taking into consideration the complexity of the work, the cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract.

It should offer a clear understanding upon the amount of work, different types of activities (if applicable), but offer a fixed price for the assignment taking into account all details.

If relevant, the cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. ATIC reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, charges, tariffs, duties or levies will be paid under an order resulting from this RFP.

**Currency of Proposal:** Financial offers must be presented in **MDL** or **EUR** only. No other currencies accepted. (For evaluation purposes, ATIC will convert the cost proposals into EUR at the NBM exchange rate valid on the RFP deadline).

**Format of Financial Proposal:** In formulating its financial proposal, the offeror should be guided by the *FORM F – Financial Offer (attached to the RFP)*.

**Partial Quotes:** not allowed.

## 1.6 **Validity Period**

Offers must remain valid for at least 90 calendar days after the RFP deadline.

## 1.7 **Eligibility of Offerors**

By submitting an offer in response to this RFP, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award. ATIC will not award a contract to any firm that is debarred, suspended, or considered to be ineligible.

As per EU procurement rules, a contractor is eligible if:

- it is not included in the EU Sanctions List or are subject to EU Restrictive Measures provided at [www.sanctionsn1ap.eu](http://www.sanctionsn1ap.eu) and all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project are not included in the EU Sanctions List or are subject to EU Restrictive Measures and none part of the Fee is made available to, or for the benefit of, persons, groups and entities designated under the EU Sanctions List or subject to EU Restrictive Measures. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary if it reveals that any recipient of such funds falls under EU Sanctions List / EU Restrictive Measures.
- it does not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion;
- it refrains from corruption and other irregularities and requires all its employees, consultants, suppliers and contractors involved in fulfilment of this Agreement or implementation of any part of the Project to refrain from any such corruption and other irregularities. Corruption and other irregularities refer to all kinds of: (1) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain; (2) misappropriation of cash, inventory and all other kinds of assets; (3) financial and non-financial fraudulent statements; (4) all other use of Project/Core Activities funds which is not in accordance with the work plan and Budget approved under SIDA-ATIC Agreement. The Provider shall cooperate with the Beneficiary in this respect and promptly inform the Beneficiary of any indication of corruption and other irregularities and investigate the presence of corruption and other irregularities and take action, including legal actions, against persons suspected of corruption and other irregularities;
- it takes all necessary precautions to avoid any conflicts of interest in all matters related to fulfilment of this Agreement or implementation of any part of the Project and ensures its employees, consultants, suppliers and contractors are not placed in a situation which could give rise to conflict of interest. A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person fulfilling the Agreement and/or implementing of any part of the Project is compromised.

### **Only one Offer allowed**

- The Offeror (including the Lead Entity on behalf of the individual parties of any Joint Venture/ Consortium/ Association) shall submit only one Offer, either in its own name or, if a joint venture/Consortium/Association, as the lead entity of such Joint Venture/Consortium/Association. Offers submitted by two (2) or more Offerors shall all be rejected if they are found to have any of the following:
  - a) they have at least one controlling partner, director or shareholder in common; or

- b) they have the same legal representative for purposes of this RFP;
- c) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- 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 Offer of, another Offeror regarding this RFP process;
- e) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Bid under its name as lead Bidder; or
- f) some key specialists proposed to be in the team of one Offeror participates in more than one Offeror received for this RFP process. This condition relating to the specialists, does not apply to subcontractors being included in more than one Offer.

### **1.8 Evaluation and Basis for Award**

The award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to ATIC.

#### **Offeror's minimum professional qualification criteria:**

- Company has min 3 years of experience in providing consulting services;
- Company's experience in evaluating Projects of similar nature and scope (Mid-Term Reviews and/or end of Project evaluations - minimum 1 project (desirable EU/Sweden/Sida financed);
- At least 2 (two) qualified experts:
  - 1 (one) *Project Monitoring and Evaluation Expert/Team Leader with min. 7 years of experience in project/program monitoring and evaluation, writing of Projects proposals, and/or provision of related/relevant advisory services or similar for NGOs/Donor organizations/Government (experience with EU/Sida funded projects would be considered an advantage); A university degree in one of the areas: Business Administration, Economics or other related field is required; Linguistic skills: Fluent (both oral and written) in Romanian/Russian and English - is required for at least one member of the team compiling the reports;*
  - 1 (one) *Project Management Expert with min. 7 years of experience in project/program coordination and/or provision of related/relevant advisory services or similar for NGOs/Donor organizations/Government (experience with EU/Sida funded projects would be considered an advantage); A university degree in one of the areas: international relations, law, economics, politic science, business administration, public administration, other relevant field is required; Linguistic skills: Fluent (both oral and written) in Romanian/Russian and English - is required for at least one member of the team compiling the reports; ;*

Best value will be decided using the scoring method (70% technical scoring + 30% financial scoring. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in this RFP. If technical scores of several proposers reaching or exceeding the minimum pass score are determined to be equal or nearly equal, cost will become the determining factor.

ATIC may award the contract to a higher priced offeror if a determination is made that the higher technical score of that offeror merits the additional cost/price.

The rating of each proposal will be defined based on the accumulated total scoring: technical and financial scorings. The priority will be given to highest scored offers, in the limits of the available budget.

In evaluating proposals, ATIC will use the following evaluation criteria:

#	Evaluation Criteria and Sub-criteria	Maximum points
<b>1</b>	<b>TECHNICAL EVALUATION*</b>	<b>Up to 245 pts</b>
<b>1.1.</b>	<b>Technical offer (approach)</b> Comprehensiveness, thoroughness, structure, other important elements to be considered.	<b>Up to 40 points</b>
<b>1.2.</b>	<b>Company's past performance information</b>	<b>Up to 65 points</b>
1.2.1	<i>Minimum 3 years of experience in providing consulting services*</i>	<b>Up to 15 pts</b> 3 years – 5 pts, 2 pts for each additional year – up to 5 additional years/10 pts;
1.2.2	<i>Experience in evaluating Projects of similar nature and scope (Mid-Term Reviews and/or end of Project evaluations - minimum 1 project (preferable EU/Sweden/Sida funded)*</i>	<b>Up to 50 pts</b> 10 pts for each project funded by EU/Sweden/Sida or 5 pts for each project funded by other donors; up to 5 projects in total;
<b>1.3.</b>	<b>Qualification of Assigned Experts:</b>	<b>Up to 140 pts</b>
<b>1.3.1</b>	<b>Project Monitoring and Evaluation Expert/Team Leader</b>	<b>Up to 70 pts</b>
a)	<i>A university degree in one of the areas: Business Administration, Economics or other related field is required*</i>	<b>Up to 10 pts</b> Bachelor's Degree – 5 pts; Master's Degree – 5 pts;
b)	<i>Min. 7 years of experience in project/program monitoring and evaluation, writing of Projects proposals, and/or provision of related/relevant advisory services or similar for NGOs/Donor organizations/Government*</i>	<b>Up to 25 pts</b> 7 years – 15 pts, 2 pts for each additional year – up to 5 additional years pts;
c)	<i>Experience in designing tools and strategies for data collection, analysis, evaluation methodologies and indicators and production of reports;</i>	<b>Up to 15 pts</b>
d)	<i>Experience with EU/Sida funded projects (would be considered an advantage);</i>	<b>5 pts</b>
e)	<i>Project Monitoring and Evaluation qualification Certificates (if available)</i>	<b>Up to 10 pts</b> 5 pts per certificate
f)	<i>Linguistic skills*</i>	<b>Up to 5 pts</b>
	<i>-English (fluent oral &amp; written)</i>	2 pts
	<i>-Romanian (fluent oral &amp; written)</i>	1.5 pts
	<i>-Russian (fluent oral &amp; written)</i>	1.5 pts
<b>1.3.2.</b>	<b>Project Management Expert</b>	<b>Up to 70 pts</b>
a)	<i>A university degree in one of the areas: international relations, law, economics, politic science, business administration, public administration, other relevant field is required*</i>	<b>Up to 10 pts</b> Bachelor's Degree – 5 pts; Master's Degree – 5 pts;
b)	<i>Min. 7 years of experience in project/program coordination, business analysis (for projects) and/or provision of related/relevant advisory services or similar for NGOs/Donor organizations/Government*</i>	<b>Up to 25 pts</b> 7 years – 15 pts, 2 pts for each additional year – up to 5 additional years pts;
c)	<i>Experience with development projects related to ICT, innovation, STEM education, tech related entrepreneurship/Startups, regional development (would be considered an advantage);</i>	<b>Up to 15 pts</b> 0 pts if no experience in any of these fields
d)	<i>Experience with EU/Sida funded projects (would be considered an advantage);</i>	<b>5 pts</b>
e)	<i>Project Management qualification Certificates/Other relevant certificate (if available)</i>	<b>Up to 10 pts</b> 5 pts per certificate
f)	<i>Linguistic skills*</i>	<b>Up to 5 pts</b>
	<i>-English (fluent oral &amp; written)</i>	2 pts
	<i>-Romanian (fluent oral &amp; written)</i>	1.5 pts
	<i>-Russian (fluent oral &amp; written)</i>	1.5 pts

<b>2.</b>	<b>OVERALL COST PROPOSAL PROVIDED</b>	<b>Up to 105 pts</b>
		minimum offer - 105 pts; Evaluated offer pts = (lowest offer \$ x 105 pts)/evaluated offer
	<b>TOTAL POINTS = TECHNICAL + COST APPROACH</b>	<b>350 pts</b>

*\*Minimum qualification criteria – mandatory;*

**Minimum technical passing score – 172 pts (70% of the technical score).** Offers that do not reach the minimum pass score will not be considered for further evaluation.

**a. Negotiations**

Best and final price quotations are requested from all offerors. It is anticipated that awards will be made solely on the basis of these original quotations. However, ATIC reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract.

**b. Terms and Conditions of Subcontract**

This is a Request for Proposals only. Issuance of this RFP does not in any way obligate ATIC or the Donor to award a subcontract, nor does it commit ATIC or Donor to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Terms of Reference detailed in Annex 1. Any resultant award will be governed by these terms and conditions. ATIC reserves the right to make revisions to the content, order, and numbering of the provisions in the actual subcontract document prior to execution by ATIC and the selected awardee. Issuance of a subcontract award is subject to availability of sufficient funds.

**SECTION 2. PAYMENT AND FINANCIAL OBLIGATIONS**

**3.1 Contract Price**

The Contractor shall complete all work (including furnishing all labor, material, commodities, equipment, and services) required under this contract for the fixed price indicated in the offer. This price shall include all equipment, commodities, shipping costs, licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

The Contractor will be paid the installment amounts listed under the column named “Payment Amount” only upon successful completion and acceptance by ATIC of all corresponding deliverables listed in the column with the “Corresponding Deliverable Name.”

**3.2 Payment Terms**

ATIC will pay the total price through a series of installment payments as provided in Article 1.9 above, after Contractor’s completion of the corresponding deliverables and ATIC acceptance thereof. The Contractor may submit invoices for deliverables that have been accepted and approved by the authorized ATIC representative. ATIC will pay the Contractor’s invoice within fifteen (15) working days after the following conditions have been fulfilled:

- a) the Contractor has delivered a proper invoice,
- b) and certificate of acceptance of deliverables is signed by both parties;

Payment will be made in MDL of EUR (in MDL if the contracted company is registered on the territory of the Republic of Moldova), paid via wire transfer to the account specified in the Contractor's invoice. Payment of unpaid balances will be made upon completion and final acceptance of all works and deliverables by ATIC. Any invoices for services rendered and deliverables submitted—but not accepted by ATIC—will not be paid until the Contractor makes sufficient revisions to the deliverables such that ATIC may approve the deliverables and thus the invoice.

## **Payment**

Payments will be made within 15 banking days upon acceptance of deliverables and receipt of payment documents.

### **3.3 Invoice Requirements**

The Contractor shall present an invoice to ATIC only for services and/or commodities that have been accepted by ATIC. The invoice must be an original invoice, submitted to:

ATIC  
Attention: Accountant Office  
National Association of ICT Companies

To constitute a proper invoice, the Contractor's invoice must include the following information and/or attached documentation. This information will assist ATIC in making timely payments to the Contractor:

1. Contractor legal name, contract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding value.
3. Name of the corresponding ATIC project for which the services are being provided and contact reference.
4. Bank account information to which payment shall be sent.



### **3.4 Cooperating Country Fees, Taxes, and Duties**

This contract is entered into by ATIC on behalf of the Project (s) mentioned above, an official program of the mentioned Donors in the Republic of Moldova.

As such, this contract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in Republic of Moldova. The Contractor shall not pay any host country taxes, VAT, tariffs, duties, levies, etc. from which this Donor programs are exempt. In the event that any exempt charges are paid by the Contractor, they will not be reimbursed to the Contractor by ATIC. The Contractor shall immediately notify ATIC if any such taxes are assessed against the Contractor or its subcontractors/suppliers at any tier.

The Contractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Contractor and who are directed to work as required under this Contract. The Contractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Contractor is normally responsible as a result of operating its business.

### **3.5 Set-Off Clause**

ATIC reserves the right of set-off against amounts payable to Contractor under this contract or any other agreement in the amount of any claim or refunds ATIC may have against the Contractor.

#### **1. Grounds for Disqualification:**

A firm may be excluded from the evaluation and the award of a contract, who:

- a) is bankrupt or is being wound up, whose affairs are being administered by court, who has entered into an arrangement with creditors, who has suspended business activities or who is subject of an injunction against running business by court;
- b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by court, or for an arrangement with creditors or of any other similar proceedings;
- c) has been convicted of an offence concerning his professional conduct by a court;
- d) has been found guilty of grave professional misconduct; or
- e) has not fulfilled obligations relating to payments of taxes or social security contributions.

Economic resources provided by the EU under this Project shall not be made available to, or for the benefit of, third parties - whether entities, individuals or groups of individuals - designated by the EU as subject to restrictive measures in the lists provided at [www.sanctionsmap.eu](http://www.sanctionsmap.eu) ("EU Restrictive Measures") or designated by UN as subject to restrictive measures in the list provided at [www.scsanctions.un.org](http://www.scsanctions.un.org)

#### **2. Anti-Kickback**

- a) Definitions:
  - *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to ATIC, Project

or any of its employees, the Contractor or Contractor employees, or vendors in any way related to the performance or subsequent activities of this contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.

- *Person*, as used in this article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
  - *Contractor employee*, as used in this article, means any officer, partner, employee, or agent of the Contractor.
- b) The Contractor and its employees, whether directly or indirectly engaged in the performance of this contract, agree to abide legal provisions which prohibit any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Contractor to ATIC.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to ATIC, who shall forward the report to the Donor, as required.

The Contractor agrees to cooperate fully with any relevant Moldovan/EU Agency investigating a possible violation described in paragraph (b) of this article.

ATIC may offset the amount of the kickback against any monies owed by ATIC under this fixed price contract or order the monies withheld from future payments due the Contractor.

The Contractor agrees to include the substance of this article in any contract it may issue under this contract.

### **3. Terrorist Financing Prohibition**

The Contractor (including its employees, consultants, and agents) by entering into this contract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism.

### **4. Compliance with Applicable Laws and Standards**

The Contractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of Sweden, European Union and Moldova and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Contractor shall also comply with the applicable EU and Sweden regulations governing this contract, which are incorporated by reference into this contract, Clauses Incorporated by Reference.

### **5. Indemnity and Contractor Waiver of Benefits**

A. The Contractor waives any additional benefits and agrees to indemnify and save harmless ATIC, Donor, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

- (1) the acts or omissions of Contractor, its employees, officers, directors, agents or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Contractor, or loss of or damage to property, or fines and penalties which

may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Contract except to the extent that such damage is due to the negligence of ATIC;

- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from ATIC use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by ATIC, Donor, as authorized hereunder; or false claims submitted by Contractor or its subcontractors under this Contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

B. Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Contractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this contract and to which ATIC is or may reasonably be expected to be a party, unless and until Contractor has obtained a written agreement, approved by ATIC (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing ATIC from any and all liability.

C. If any of the goods or services provided by Contractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Contractor shall, at its own expense, use its best efforts—

- (1) to procure for ATIC the right to continue use and, if authorized under this Contract, distribution of the infringing goods or services or,
- (2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above-mentioned can be successfully implemented, then Contractor shall refund to ATIC all monies paid to the Contractor for the infringing goods and services.

## **6. Intellectual Property Rights**

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this contract will exclusively vest in or remain with ATIC, which shall have all proprietary rights therein, notwithstanding that the Contractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this fixed price contract, the services, or duties must be returned or delivered to ATIC at the time of the expiration or termination of the contract. The Contractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of ATIC and proper attribution.

## **7. Modifications**

Modifications to the terms and conditions of this subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

## **8. Changes**

According to ATIC procurement procedures, ATIC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

If any such change(s) causes an increase or a decrease in the cost, or the time required for the performance, or any part of the work under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this contract must be asserted within 30 (thirty) days from the date of receipt by the Contractor of the modification or change.

## **9. Assignment and Delegation**

This contract may not be assigned or delegated, in whole or in part, by the Contractor without the written consent of ATIC. Absent such written consent, any assignment is void.

## **10. Termination**

ATIC reserves the unilateral right to terminate this fixed price contract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with ATIC procurement procedures.

In the event that the Contractor fails to make progress so as to endanger performance of this fixed price contract, or is unable to fulfill the terms of this fixed price contract by the completion date, the Contractor shall notify ATIC forthwith and ATIC shall have the right to summary termination of this fixed price contract upon written notice to the Contractor.

## ANNEX 1

## TERMS OF REFERENCE

## Mid Term Review (MTR) of the EU4Moldova: Startup City Cahul Project

<b>Project title</b>	EU4Moldova: Startup City Cahul
<b>Project Registration No.</b> Sida Contribution No.	13797 EU4Moldova: Startup City Cahul
<b>Agreement(s) reference</b>	Grant Agreement between the Swedish International Development Cooperation Agency and Moldovan Association of Information and Communications Technology Companies regarding 13797 EU4Moldova Startup City Cahul (15.09.2020)
<b>Project duration</b>	September 2020 – October 2024
<b>Donors</b>	European Union in partnership with Sweden
<b>Implementor</b>	Moldovan Association of Information and Communications Technology Companies (ATIC)
<b>Estimated period for the review</b>	Mid July – August 2022

## 1. Background

The IT sector in Moldova has been undergoing a rapid evolution in the last years. IT companies established by local and foreign investors create around fifteen thousand well-paid jobs contributing to country's social and economic development. The development of IT sector in Moldova is driven by the export of software development, support, and testing services. In fact, service exporters sell man-hours of work therefore IT sector growth directly depends on the number of professionals working at IT companies. There are very few vendors in the country selling their own IT solutions on the home market or abroad. Absolute majority of IT companies in Moldova are in Chisinau. There are few exporters of software development outsourcing services in the regions of the country including the towns of Balti, Comrat and Cahul.

These businesses are relatively small and have limited growth capacity being affected by skills shortage to a greater extent than Chisinau-based enterprises. E.g., Registered IT companies in Cahul – 6, active IT companies – 2, residents of IT park – 1.

EU4Moldova: Startup City Cahul Project (hereinafter the "Project") is implemented according to the Grant Agreement between the Swedish International Development Cooperation Agency (Sida) and Moldovan Association of Information and Communications Technology Companies (ATIC).

The overall objective is to support inclusive economic development in Moldova by increasing the potential of the digital economy and enhancing regional competitiveness and its business and investment environment. The specific Project objectives are:

- To foster partnerships for innovation and entrepreneurship between the private sector, public sector and educational institutions in the region of Cahul.
- To promote technology, problem solving and creative solutions in learning and make STEM topics (Science, Technology, Engineering and Mathematics) more attractive for women and men, girls and boys.
- To facilitate the emergence of start-ups in innovative sectors, build their capacity and investment readiness.

The Project interventions are structured on three areas:

1. The Action is planned to create a 2,000m<sup>2</sup> fully functional ICT Innovation Centre in Cahul ("EU4Innovation Centre" or the "Centre"), which will serve as an attraction for investments in southern

Moldova. The Centre represents a hub for technological development and aims to become an example for other micro regions, such as Ungheni. It will also serve as a liaison between the southern and central regions of the country. Until 2024, when the Project is concluded, the EU4Innovation Centre shall support 5,000 entrepreneurs, a minimum of 20 start-ups, deploy 20 entrepreneurship and 50 educational initiatives. The Centre is expected to serve all the 11,500 school pupils/students from Cahul, providing annual trainings to a minimum of 2,000 students within extra-curricular/alternative education support programmes.

2. The STEM component of the Action is envisioned to become a game changer that will promote a new systemic approach for STEM education nationwide. Through its focus on the Cahul region, the EU-funded Action will pilot new initiatives for digital inclusion as well as expand the range of the existing extracurricular activities which, in turn, will contribute to strengthening the required 'skills for jobs' in Moldova. STEM activities will not be limited to the Cahul region, envisioning to support 50,000 beneficiaries, create 20 STEM related curricula and train 4,000 teachers nationwide. The STEM activity will further provide an opportunity to link Moldova's policies and strategies in ICT education to the European market (within the framework of the EU Digital Single Market).
3. The entrepreneurship programmes aim at raising the investment profile of the Cahul region by attracting start-ups and emerging enterprises to relocate and benefit from the ICT Innovation Centre. The EU funding will provide opportunities for people in selected regions to join the leading European acceleration and incubation programmes. The activity will provide a range of services for the ICT sector such as: educational content, mentorship, marketing and seed funding for start-ups. Further it will contribute to raising Moldova's startup profile, alignment with the EU Digital Single Market concept and increase the attractiveness of Moldova as an ICT destination. The entrepreneurship activity will not be exclusive to the Cahul region. It will build upon existing support initiatives such as the incubator network and grants schemes provided by ODIMM through EU funding. To this end, ATIC will seek to create synergies between the existing programmes as well as create space for new opportunities

The EU4Moldova: Startup City Cahul Project is implemented in close synergy with the ongoing "Tekwill" Project on ICT and Innovation, financed by USAID and Sida and implemented by ATIC. In the south region, the Project is implemented in coordination with the two Cahul-based stakeholders: Local Public Authority (Mayorality of Cahul) and Cahul State University Bogdan Petriceicu Hasdeu (USCH).

The Project became effective on September 15, 2020<sup>1</sup> and has not undergone any restructuring since then. EU4Moldova: Startup City Cahul is in the second year of implementation. To this point the following results were achieved:

1. Support the creation of a Regional Innovation and Technology Centre in Cahul (EU4Innovation Centre).
  - The legal entity for the Centre's operation was identified (the "Startup City Cahul" Foundation will be running the Centre) and the constituency document developed (Statute/Charter)
  - Legal entity establishing was initiated
  - The EU4Innovation Centre's concept and the detailed technical designs/drawings were developed by an architecture service provider
  - Topography and geological studies were performed
  - Demolishing (the Centre will be built on the place of an older, unused cafeteria in the backyard of USCH) and construction approvals were requested and received; the demolition works are

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<sup>1</sup> As per the Grant Agreement between the Swedish International Development Cooperation Agency and Moldovan Association of Information and Communications Technology Companies regarding 13797 EU4Moldova Startup City Cahul RFP#StartupCityCahul-2022-012

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- The Construction Authorization was issued; for construction works beginning, it is necessary to contract a company through the tender procedure
2. Support a campaign and the development of a programme to promote technology, problem solving and creative solutions in learning and improve the attractiveness of STEM.
- Tekwill in Every School - From a total of 117 schools, 34 schools and 73 teachers have joined the initiative in 2021 (). After the second call for participation launched in spring 2022, additional 21 schools and 60 teachers were selected following the established criteria. In the next academic year, two new courses will top-up the current list of six subjects.
  - ICT4Women program - There were delivered online tech skills training for 50 women, dividing them into different courses according to their capacities and intentions. Out of 30 participants who finished the courses, 15 have been present in the mentorship program and managed their CV, 12 of them registered on LinkedIn, 6 of them registered on Fiver and Upwork websites.
  - ICT4Youth programme - Approximately 300 young people from the southern region had the opportunity to be guided and to find out more about the specialties from IT industry.
  - Robotics & Programming courses - four courses were launched: Young Mechanic, Milo, Robomaker, Programming and Electronics. A total number of 71 children participate in the programme.
  - STEAM workshops - free of charge STEAM workshops within the Robotics & Programming courses have been attended by 12 children on a weekly basis.
  - ICT and Tech curricula upgrade - ICT curricula upgrade is at the negotiation stage with the Cahul University.
  - Educational programs - Workforce development indicator was developed by deploying a series of activities: Allied Testing Internship – 3 graduates, ICT4Women program – 30 graduates,
3. Developing a seed funding and acceleration programme for digital and innovative startups and entrepreneurs, strengthening their capacity building and investment readiness.

The entrepreneurial field was supported by deploying events aiming at expanding the region IT community and at sustaining the entrepreneurial activities and start-ups.

- Entrepreneurial programs (a total number of 90 participants): *Hackathons* for the participants of the Entrepreneurial program for Youth, Post-hackathon sessions, Tracker Academy, Startup University Program
- Community events (a total number of 370 beneficiaries): Tech Coffee monthly meetings, IGNITE – a networking event with 105 participants; participation and representation of the Region in the Startup Moldova Summit

## **2. Description of the evaluation assignment**

### **2.1 Evaluation Purpose**

A Mid-Term Review (MTR) is one of the Project's milestones and will take place after 18 months from the beginning of the Action. The EU Delegation and Sweden will be invited to the monitoring missions and

evaluation exercises. The Mid-Term Review is expected to provide an assessment of the status of the implementation and the outputs and outcomes achieved so far as well as guide the continuation of the programme implementation.

The purpose of this assignment is to help ATIC to assess how well the planned activities are contributing to the Project goals and regional development and to understand what adjustments and improvements shall be integrated in the implementation.

The primary users of the evaluation are:

- ATIC /EU4 Moldova: Startup City Cahul implementation team
- Project stakeholders and implementation partners
- Sida and EU Delegation

The MTR report will be shared with the Steering Committee for comments and input. The final Evaluation report will be shared with the Project Steering Committee and the Advisory Board.

A consulting company will be contracted by ATIC to perform the MTR assignment.

## 2.2 Evaluation scope and objectives

The Company will assess the Project achievements to date in comparison with the performance indicators, including a re-examination of the Project intervention design. It will also identify significant factors that are facilitating or impeding the delivery of outcomes.

The review is expected to lead to recommendations and lessons learned for the Project's future. It will also address the underlying causes and issues contributing to targets that are not being adequately achieved, defining lessons and recommendations for enhancing implementation and performance.

The Mid-Term Review will cover all activities undertaken in the framework of the EU4Moldova: Startup City Cahul Project from September 15, 2020 to April 30, 2022.

The Mid-Term Review is intended to:

- Identify strengths and weaknesses
- Expose what knowledge gaps exist
- Reveal opportunities and risks that were not considered
- Illustrate what is possible to adjust and influence
- Develop recommendations for any necessary changes in the overall design and orientation of the Project
- Compile learnings and recommendations to be taken up by the implementor and stakeholders
- Evaluate the adequacy and effectiveness of its implementation.

## 2.3 Evaluation subject and focus

Though the review the Contractor will explore the following aspects of the Project:

Project design:

- Assess the relevance of the Project to the current economic and institutional setup (range of partners and the interactions)
- Relevance of the interventions to the region needs and priorities
- Evaluate interaction and cooperation among implementing partners and stakeholders
- Review Project's theory of change and establish if the applied logic is the most effective one
- Analysis of the result framework (are the objectives, outcomes, indicators, and targets clear, practical and feasible within the Project frame? Critical analysis of the results, indicators and targets and determine if there is a need for revision for the remaining period? Gender aspects are being monitored effectively?)
- Recommend areas for improvement in the design of the Project

Project progress in relation to Outputs, Outcomes and Impact:



- Achievements to the date of the Review as compared to the end of Project targets
- Assess/estimate the probability and possibility to achieve the targets within the remaining implementation period
- Level of awareness and ownership of the Project from the side of the stakeholders
- Review of the successful aspects and identify options to expand the benefits/results
- Identify areas of intervention that do not produce the planned results, barriers to achieve the targets and preconditions not possible to influence

#### Sustainability:

- Is there an exit/transfer of activity/sustainability strategy in place?
- Assess how the interventions and activities will continue after the current Project/funding ends.
- Document how the capacities, learnings and experience will be shared and used after the Project period ends.

#### Learnings:

- Identify good practices and lessons learned
- Identify areas where knowledge generation and shared is required (based on successes)
- Documentation of the main challenges and recommendations to overcome the challenges
- Determine the difficult components that require additional attention or adjusted interventions
- Assess and document adaptive management practices and how adaptive management lessons have been documented and shared with the partners. (e.g., what is possible for the Project to adjust and influence within the time and scope of the Project)
- Recommend how share and integrated learnings in the Project, partner organisations and stakeholder groups as well as funding/managing partners.

The evaluation will assess the relevance, effectiveness, efficiency and sustainability of the interventions, the integration of the inclusion principles (gender) through the activities and impact:

- Relevance: To what extent has the Project conformed to Donor's cooperation strategy for Republic of Moldova, implementer's (ATIC) development strategy and to the priorities/ needs the target beneficiaries/communities (region)?
- Effectiveness: To what extent have the expected outcomes and objectives been achieved thus far?
- Efficiency: Has the Project been implemented efficiently, cost-effectively, and been able to adapt to any changing conditions? To what extent are Project-level monitoring and evaluation systems, reporting, and communications supporting the Project's implementation?
- Impact: Is the Project oriented towards achieving the expected impacts? What are the effects of the program, intended or unintended, positive or negative, short term or long term?
- Sustainability: To what extent are there financial, institutional, socio-economic, and/or environmental mechanisms for sustaining results after end of external support?
- Gender mainstreaming: To what extent was the design and implementation of the intervention gender-responsive? What were the positive or negative effects of the Project on gender equality?
- Lessons Learnt: What was done or worked well and why?

## 2.4 Evaluation approach and methods

The experts designated by the Company should propose the methodology to be used to carry out the review. The proposed methodology should address the subject and focus outlined in the ToR specifying the review topics, questions, data collection methods, analysis considered. The methodology should include a combination of qualitative and quantitative methods.

While the mission welcomes suggestions from the experts, it is proposed that the methodology would include but not limit to the following activities:

#### 1. Document review

The Company will review relevant Project documents, e.g.:

- Description of the Action
- Partner agreements
- Annual workplans and annual reports
- Monitoring and Evaluation Framework
- Project Audit Reports
- Project documentation such as procurement, intermittent reports, programme proposals.

#### 2. Interviews

Interviews will be carried out in the implementation region (Cahul and neighbouring rayons) as well as in Chisinau. Appropriate interview methodology, and questionnaires shall be developed by the designated experts and integrated in the inception report and approved by the Project team. The list of the interviewed subjects will be drawn from the key stakeholders and beneficiaries.

Where the Evaluation will take place (Field visits)

Geographically, the area of intervention includes Cahul region and the neighbouring rayons (Cahul, Cantemir, Leova and Taraclia). During the visits the experts shall contact local public authorities, representatives of the Cahul State University, local public institutions, private sector, educational institutions, and members of the community entities/interventions (e.g., Tech Community members, Entrepreneurial program beneficiaries).

Partners, part of the team and national institutions are placed in Chisinau and the field visits also includes the capital.

### 2.5 Project stakeholders and partners involvement

The Mid-Term Review is initiated by ATIC as implementer of the EU4Moldova: Startup City Cahul Project and recipient of funding under the agreement signed with the Embassy of Sweden.

The Embassy of Sweden, the Swedish International Development Cooperation Agency, Sida and the EU Delegation are considered main audience of the Mid-Term Review. These stakeholders will be invited to the monitoring missions and evaluation exercises.

The Project management and implementation teams as well as the Steering Committee are also crucial for assessment completion and later dissemination of the findings.

Other audience will include Project stakeholders and implementing partners, specifically Ministry of Economy, Ministry of Education, Local Public Authority (Mayorality of Cahul), Cahul State University.

The draft MTR report will be shared with the Steering Committee for comments and input. The final MTR report will be shared with the Steering Committee and the Advisory Board.

The ATIC representatives (Startup City Cahul team) will facilitate the logistics requirements for company's experts and setting up the interviews and the field visits.

The experts will also work closely with ATIC appointed representative.

### 3. Timing

It is envisioned that the Mid-Term Review will be performed through five stages:

- Preparatory phase (Technical proposal including proposed methodology, tools, structure)
- Inception
- Research
- Reporting and follow up
- Dissemination and learning

The key activities include:

- selection and development of the research tools,
- documents review,

- data collection,
- data analysis and interpretation,
- report compilation, presentation and activities for learning.

#### **4. Reporting and Deliverables**

The deliverables of the review are:

<b>Deliverables</b>	<b>Content</b>	<b>Expected deadline</b>
<b>Inception report for project MTR</b>	The Company is expected to develop and submit an inception report covering the following aspects: <ul style="list-style-type: none"> <li>- agreed methodology and tools (if any changes were made to the technical offer)</li> <li>- schedule/agenda of the interviews, name of the subjects to be interviewed</li> <li>- structure of the final report.</li> </ul>	1 week upon contract signing
<b>Draft report for project MTR</b>	The first draft report will be presented and discussed with the key stakeholders (including Project team and Steering Committee). Inputs from these discussions will be integrated in the final report.	On the 3 <sup>rd</sup> week upon the submission of the inception report.
<b>Final report for project MTR</b>	The final report will cover the subjects described in the TOR with special attention to main findings, conclusions, lessons learned and recommendations. Issues and subjects that need management response should be clearly outlined.	Within 10 working days after receiving comments to the draft report

*All the reports shall be written in English.*

The review will be carried out up to 30 calendar days and is estimated to take place in the period between July 13, 2022 and August 11, 2022 (to be adjusted upon necessity). Considering the geographic location of the activities and beneficiaries and the scope of the assignment, the constant(s) shall develop a detailed schedule of the interviews and meetings in the field and distribute the days accordingly.

The Company shall be paid the upon completion of the following MTR deliverables:

<b>Deliverables</b>	<b>Due date</b>	<b>Share/volume of payments</b>
Submission and presentation of the inception report		30%
Submission and presentation of the draft report		30%
Post approval of the final report		40%

#### **Requirements**

The Mid-Term Review expert(s)/team will include a minimum of 2 members with a designated team leader. It is expected to include a multidisciplinary team.

Competences and experience required from the experts proposed by the consulting company:

- Prior experience in evaluating Projects of similar nature and scope
- Experience in conducting Mid-Term Reviews and/or end of Project evaluations for projects funded by Sida /Sweden and European Union
- Solid experience in review/ evaluation reports writing
- Expertise in the area of IT, innovation, STEAM Education, tech related entrepreneurship, regional development
- The team leader will have expertise in one the above-mentioned areas and expertise and demonstrated experience in evaluation methodology designing and leading of similar reviews
- Excellent English communication skills for the team members responsible for Report writing/compiling

- Excellent Romanian and/or Russian communication skills for the team members that will conduct interviews.

Detailed qualifications can be seen in the RFP Section 1, in the evaluation method section.

**5. Supporting documents to be provided to experts during the assignment:**

- a. Description of Action
- b. Project Log frame
- c. Implementation/ Action Plan for year 1
- d. Action Plan for Year 2
- e. Year 1 Report