

# Request for Proposals (RFP)

RFP Number: StartupCityCahul-2021-007  
Issuance Date: 12.02.2021  
Deadline for Offers: 12.03.2021, 15:00 Chisinau time  
Description: **Legal Consulting services for the EU4Moldova Startup City Cahul Project**  
For: Eu4Moldova Startup City Cahul Project  
Funded By: European Union (EU) through Sweden  
Issued by: National Association of ICT Companies (ATIC)  
ATIC Point of Contact: [livadari@ict.md](mailto:livadari@ict.md), Procurement Manager  
[candronic@startupcitycahul.md](mailto:candronic@startupcitycahul.md), 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") is looking for an eligible and competent legal consulting company to provide the services described in Annex 1 – Terms of Reference to this RFP.

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

Offers must be submitted not later than **15:00, Chisinau time, on March 12, 2021** electronically and/or in hard copy to the ATIC office:

**Electronic Submission:** Any email offers must be sent to the following address:

to: [livadari@ict.md](mailto:livadari@ict.md), Liuba Livadari, Procurement Manager

cc: [candronic@startupcitycahul.md](mailto:candronic@startupcitycahul.md), Corina Andronic, Deputy Director

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

- 1) Technical Volume (Forms A-E and other mandatory documents required by this solicitation documents).
- 2) Financial Proposal (should be password-protected). ATIC will request the password if the proposal is deemed 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.

**Hard Copy Submission:** Any hard copy offers must be stamped and signed by the offeror's authorized representative and delivered to the following address:

In attention of Liuba Livadari  
Procurement Manager  
Moldova ICT Excellence Center Project  
Str. Studentilor 9/11, Chisinau, Moldova.

Each offeror must submit its proposal in two separate packages: Technical Proposal and the Cost Proposal. The following number of copies is required in each submission:

1. Technical and Cost Proposal: Three (3) original hardcopies and one (1) electronic copy on CD of each proposal, per the instructions below.
2. All offers and related documents must be enclosed in sealed envelopes with the name and address of the offeror and the RFP number ("RFP # StartupCityCahul-2021-007) clearly marked on the outside. The Technical Proposal and the Cost Proposal must be submitted in different envelopes. If the technical proposal is split into various envelopes due to the size of a proposal, offerors must ensure that each envelope is sealed and clearly marked with the information described above.

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

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 **15:00, Chisinau time on March 09, 2021, by email to [llivadari@ict.md](mailto:llivadari@ict.md) and [candronic@startupcitycahul.md](mailto:candronic@startupcitycahul.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 documents required in the Annex 1 - Terms of Reference: FORMS A-E and other required documents*

### **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.

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 only. No other currencies accepted.

FORMAT OF FINANCIAL PROPOSAL: In formulating its financial proposal, the offeror should be guided by the *FORM F – Financial Offer*.

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 subcontractor is eligible if:

- it is not included in the EU Sanctions List or are subject to EU Restrictive Measures provided at [www.sanctions1ap.eu](http://www.sanctions1ap.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.

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

One or multiple awards 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. Best value will be decided using the tradeoff process. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in Annex 1. 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 technical and financial scoring, considering the technical and financial scores. The priority will be given to highest technical scored offers, in the limits of the available budget.

Please refer to Annex 1 for the evaluation criteria and sub-criteria.

## **1.9 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.

## **1.10 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 Draft Order Terms and Conditions detailed in Section 2. 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. BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLE SCHEDULE**

### **2.1 Specifications**

Please refer to Annex 1 – Terms of Reference for details on the required services.

### **2.2 Delivery Requirements**

The delivery location for the described services in this RFP is ATIC office 9/11, Studentilor, Chisinau, Moldova, MD-2045. As part of its response to this RFP, each offeror is expected to provide an estimate (in calendar days) of the delivery and execution timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFP must be upheld in the performance of any resulting contract.

The delivery estimate presented in any offers in response to this RFP must be honest, accurate, and upheld in the performance of any resulting subcontract or order.

## **SECTION 3. DRAFT ORDER TERMS AND CONDITIONS**

*Per Section 1.11 of this RFP, in the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions will apply:*

**1. All commodities, if applicable, delivered under this subcontract must be transferable to Donor, or another entity in the Cooperating Country designated by ATIC.**

### **2. Delivery Terms**

A. Delivery terms to be guided by the expected timeframes mention in the ToR – Annex 1. The Subcontractor shall deliver the deliverables as set forth to the delivery locations.

B. *Time is of the essence.* By executing this subcontract, the Subcontractor confirms that it accepts that the delivery schedule stated herein is reasonable and will comply with the delivery schedule.

C. *Customs clearance.* The Subcontractor shall clear any international shipments through customs and deliver them to the appropriate location(s) specified in Article 5. ATIC is responsible for providing the Subcontractor with the necessary documentation required by Moldovan customs officials for duty-free customs clearance (if applicable).

D. Consignee address. For any international shipments requiring customs clearance in Moldova, the following consignee address shall be used on each shipment to facilitate duty-free and tax-free customs clearance (if applicable).

### **3. Payment and financial obligations**

#### **3.1 Subcontract Price**

The Subcontractor shall complete all work (including furnishing all labor, material, commodities, equipment, and services) required under this subcontract 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 Subcontractor 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 named "Corresponding Deliverable Name."

#### **3.2 Payment Terms**

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

- a) the Subcontractor has delivered a proper original and correct invoice,
- b) ATIC has signed the Acceptance Certificate (certifying the delivery of services by the Contractor in conformity with the contract requirements and their acceptance by ATIC,

Payment will be made in MDL (in case of international applicants, payment will be made in USD or EU based on the location of the company providing services), paid via wire transfer to the account specified in the Subcontractor'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 Subcontractor makes sufficient revisions to the deliverables such that ATIC may approve the deliverables and thus the invoice.

#### **3.3 Invoice Requirements**

The Subcontractor 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 Subcontractor's invoice must include the following information and/or attached documentation. This information will assist ATIC in making timely payments to the Subcontractor:

1. Subcontractor legal name, subcontract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding value, installment number.
3. Bank account information to which payment shall be sent.

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

This subcontract 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 subcontract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in Republic of Moldova. The Subcontractor 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 Subcontractor, they will not be reimbursed to the Subcontractor by ATIC. The Subcontractor shall immediately notify ATIC if any such taxes are assessed against the Subcontractor or its subcontractors/suppliers at any tier.

The Subcontractor 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 Subcontractor and who are directed to work as required under this Subcontract. The Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor 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 Subcontractor under this subcontract or any other agreement in the amount of any claim or refunds ATIC may have against the Subcontractor.

## **4. 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").

## **5. 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 Subcontractor or Subcontractor employees, or vendors in any way related to the performance or subsequent activities of this

subcontract, 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.
- *Subcontractor employee*, as used in this article, means any officer, partner, employee, or agent of the Subcontractor.

b) The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, 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 Subcontractor to ATIC.

When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Subcontractor 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 Subcontractor 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 subcontract or order the monies withheld from future payments due the Subcontractor.

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

## **6. Terrorist Financing Prohibition**

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

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

The Subcontractor 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 Subcontractor shall also comply with the applicable EU and Sweden regulations governing this subcontract, which are incorporated by reference into this subcontract, Clauses Incorporated by Reference.

## **8. Indemnity and Subcontractor Waiver of Benefits**

A. The Subcontractor 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 Subcontractor, its employees, officers, directors, agents or its subcontractors;

(2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Subcontractor, 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 Subcontract 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 Subcontractor or its subcontractors under this Subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.

B. Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit and, further, that Subcontractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Subcontractor 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 subcontract and to which ATIC is or may reasonably be expected to be a party, unless and until Subcontractor 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 Subcontractor 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, Subcontractor shall, at its own expense, use its best efforts—

(1) to procure for ATIC the right to continue use and, if authorized under this Subcontract, 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 Subcontractor shall refund to ATIC all monies paid to the Subcontractor for the infringing goods and services.

## **9. 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 subcontract will exclusively vest in or remain with ATIC, which shall have all proprietary rights therein, notwithstanding that the Subcontractor 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 subcontract, the services, or duties must be returned or delivered to ATIC at the time of the expiration or termination of the subcontract. The Subcontractor 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.

## **10. 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.

## **11. 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 subcontract 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 subcontract, an equitable adjustment shall be made in the subcontract price or delivery schedule, or both, and the subcontract shall be modified in writing accordingly. Any claim by the Subcontractor for adjustment under this subcontract must be asserted within 30 (thirty) days from the date of receipt by the Subcontractor of the modification or change.

#### **15. Assignment and Delegation**

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

#### **16. Termination**

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

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

## TERMS OF REFERENCE

### Legal consulting services for the EU4Moldova: Startup City Cahul Project

#### A. Background:

##### About ATIC

THE MOLDOVAN ASSOCIATION OF ICT COMPANIES (“ATIC”) is the business Organization uniting 45 companies. Umbrella Organization gathering over 5000 employees.

Being established in 2006, ATIC is the action leading association and the voice of the Moldovan ICT industry that promotes the development of the ICT sector in Republic of Moldova through viable partnerships between companies, similar organizations, government, state institutions and international organizations. The association was founded to represent the industry on different policy and legislative issues and to facilitate the exchange of best practices between members. ATIC mission is to protect and promote the Association members’ interests as well as facilitate a more favorable ICT business climate.

##### About EU4Moldova: Startup City Cahul

The Government of Sweden has entered into a delegated agreement with the European Delegation in June 2020 for the implementation of Startup City Cahul Project aiming to develop a regional ICT Innovation centre for the Cahul region.

The National Association of ICT Companies has entered into an agreement with Sweden on September 15, 2020 for the implementation of the project.

The project is in line with the Annual Action Programme 2019 in favour of the Republic of Moldova and its Action entitled ‘EU4Moldova: Startup City Cahul’, based on the Commission Decision ENI/2019/042-243.

The overall objective of the Action is to harness and strengthen the potential of the digital economy and enhance regional competitiveness, its business and its investment environment.

The specific objectives are:

1. Foster partnerships for innovation and entrepreneurship between the private sector, public sector and educational institutions in the region of Cahul.
2. 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.
3. Facilitate the emergence of start-ups in innovative sectors, build their capacity and investment readiness.

The Action is aligned to the Eastern Partnership priorities, the revised Association Agenda and the objectives of the 2017-2020 Single Support Framework (SSF) for Moldova and Chapter 18 of the European Union – Moldova Association Agreement. It will also support the implementation of the Eastern Partnership’s ‘20 Deliverables for 2020’, as they relate to economic development. The proposed activities will support the implementation of the priorities identified in the European Joint Development Cooperation Strategy (Joint Programming Document) and the National Strategy for enhancing IT industry competitiveness ‘Digital Moldova 2020’.

Under the programmatic approach, the Action will contribute to the regional development of Cahul, in agreement with the Government of Moldova’s strategies for regional growth and well-being. The initiative will involve the major regional stakeholders and a general memorandum of understanding will be negotiated to seek commitment of the governmental authorities.

### C. Scope of Works and Deliverables

The task of the assignment is to identify the most suitable juridical/legal setup for the Cahul ICT EU4 Innovation Centre operation model, and to assist in the process of constitution and registration of the new identified & agreed entity.

ATIC (Startup City Cahul) is looking for a legal company to evaluate and provide input with the following tasks:

- Evaluate/study all the contractual arrangements with the international, national and local stakeholders aiming to create and put in operation the EU4Innovations Centre Cahul;
- Evaluate/study ownership and property options of the EU4Innovation Centre Cahul;
- Perform interviews with the main stakeholders involved and the juridical bodies/specialists of the involved partners;
- Provide the legal framework options (the best 3 options with the advantages and disadvantages/ risks & opportunities) for the setup of EU4Innovation Centre Cahul;
- Develop constituency documents, regulation, procedures documents for best suitable juridical entity for the EU4Innovation Centre Cahul.
- Assist the implementation team in setup and registration of the juridical entity for the EU4Innovation Centre Cahul.
- Other legal support not included in the description, but identified by the service provider to reach the goal of the assignment on hourly or daily bases

The end objective is to have a fully independent, functioning, and sustainable legal/juridical entity that will implement the technology, educational, entrepreneurship, STEM, business and investment initiatives in Cahul.

#### Specific deliverables:

#	Deliverables	Timeframe (tentative based on our estimation, but could be adjusted during the process)
1	Inception report (overview of the existing contractual arrangements and limitations)	15 Days from the day of signing the agreement
2	List of interviews, questionnaire, stakeholders	30 days from signing the agreement
3	Intermediate report on options for the legal/ juridical (the best 3 options with the advantages and disadvantages/ risks & opportunities) and list of the documents that have to be developed and the procedural decisions that have to be taken. (potentially to be presented in Cahul)	45 days from signing the agreement
4	Legal framework, constituency/regulation acts for the selected option.	60 days from signing the agreement
5	Sample of documents to allow the registration and institutionalization of the entity	75 days from signing the agreement
6	Workload/schedule for legal assistance services for registration of the juridical entity	TBC based on need
7	Other as required by the assignment. Agreed workload and tasks/volume requested	TBC based on need

The proposal will include a clear breakdown per deliverable including any additional services that may be provided and have not been taken into consideration initially, as well as a breakdown per personnel fees and types of costs related to each of the above deliverables.

### D. Expected Duration of the Assignment

The assignment is expected to begin in March 2021 and the final deliverable should be completed by July 21, 2021.

## **E. Duty Station**

Contractor's assigned staff may work remotely and provide the required deliverables in electronic form. Travel to Cahul may be needed under the presentation of certain deliverables. Travel costs shall be covered by the Contractor and shall be included in the financial offer.

## **F. Minimum Qualification Criteria for Applicant Companies:**

- Proof of similar experience (local) in providing similar services (legal advisory on legal organizational forms, contracts, advisory for development projects, business law, civil law, other relevant areas - at least two similar contracts attached performed in the last 3 (three) years, including 2 (two) documents proving the completion of similar services.
- Valid License or proof of authorized activity from the relevant national supervision authority
- Availability of qualified Staff (one Senior legal adviser – minimum 5 year-experience and one junior legal adviser minimum 3 years of experience)

## **G. Mandatory Documents to be Submitted**

Companies are invited to submit their offers for the delivery of the assignment, including the below mentioned mandatory documents:

### **1. Technical Offer:**

- Application form (FORM A)
- Letter of Transmittal (see FORM B)
- Offeror's Summary Sheet (see FORM C)
- Certification Regarding Responsibility Matters (see FORM D)
- Evidence Regarding Responsibility Matters (see FORM E)
- Copy of official registration and business license if applicable (or proof of authorized activity provided by the relevant national supervision authority)
- Company's / organization's profile with a focus on information regarding similar experience in providing similar legal advisory services on legal organizational forms, and advisory for development projects
- Qualification certificates, awards (if any); experience with international donor organizations will be considered an advantage
- List of similar contracts specifying the types of services, amount, client and contact details.
- Proof of similar experience: at least two similar contracts attached performed in the last 3 years & 2 documents proving the completion of similar services
- CVs and qualification of Team Members planned to be assigned (diplomas and or licenses of legal advisers to be attached), indicating the years of experience in the required area
- 2 relevant reference letters from the last 3 years
- Description of proposed services/deliverables with a clear timeline, staffing capacity to perform the proposed services.

### **2. Cost Offer (FORM F)**

## **H. Evaluation Method**

Submitted proposals will be evaluated against the evaluation criteria and subcriteria described below.

Evaluation Criteria	Evaluation Sub-criteria	Maximum points
<b>Technical Evaluation</b>		<b>60 pts</b>
1.	Relevance of the proposed services	15 pts relevant and specific description– 15 pts brief relevant description – 10 pts General description – 5 pts
2.	Company’s similar experience (local) in providing similar services (legal advisory on legal organizational forms, contracts, advisory for development projects, business law, civil law, other relevant areas): -Years of experience  -Similar contracts	20 pts  <i>5 years of experience – 10 pts; less than 5 years – 5pts 2 similar contracts – 10 pts: 1 contract – 5 pts</i>
3.	Experience with donor organizations,	Up to 5 pts; Availability of experience - 5 pts; no experience – 0 pts
4.	Qualified personnel with experience in relevant legal advisory:	20 pts
	1. Senior Legal Advisor	Up to 12 pts; 5 years of experience – 8 pts; 2 pts - for each additional year
	2. Junior Legal Advisor	Up to 8 pts; 3 years of experience – 4 pts; 2 pts for each additional year.
	<b>Overall cost proposal provided.</b> <i>minimum offer - 40 pts;</i> <i>Evaluated offer pts = (lowest offer x 40pts)/evaluated offer</i>	<b>40 points</b>
<b>Total Points – Technical and Cost Approach</b>		<b>100 points</b>

Minimum pass score – 70% of the technical score (42 pts). Offers that will not reach the minimum pass score will not be considered for the financial evaluation (financial offers will not be opened).

Priority will be given to the offers representing best value for ATIC and having a balanced technical and financial score. Based on the tradeoff approach, ATIC may select the offer which is not the lowest, but its technical score and other factors demonstrate its best value for money.

**I. Award**

ATIC will award the contract to the selected company, after a careful evaluation of offers, following the evaluation method described. Only the offers compliant to the requirements described under this TOR and RfP will be considered.

**J. Contract**

The Contract will be signed in MDL, for a fixed amount, based on the results of this RfP.

