

Request for Proposals (RFP)

RFP Number: OPS-ICTEC-StartupCityCahul-2022-007
Issuance Date: 12.04.2022
Deadline for Offers: 04.05.2022, 17:00 Chisinau time
Description: Accounting Services for ATIC general and Project Needs
For: National Association of ICT Companies (ATIC)
Eu4Moldova: Startup City Cahul Project
Moldova ICT Excellence Center Project (ICTEC)
Funded By: EU via a delegated agreement with Sweden
United States Agency for International Development (USAID)
Issued by: National Association of ICT Companies (ATIC)
ATIC Point of Contact: livadari@ict.md, Livadari Liuba, Procurement Consultant
contabil@ict.md, Violeta Bordeniuc, Senior Accountant

SECTION 1: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

1.1 Acronyms and Definitions

ATIC	National Association of ICT Companies
ADS	USAID Automated Directives System
CFR	United States Code of Federal Regulations
Cooperating Country	Moldova
EU	European Union
FAR	United States Federal Acquisition Regulation
RFP	Request for Proposals
US	United States
USAID	United States Agency for International Development
USG	United States Government
Sida	Swedish International Development Cooperation Agency
VAT	Value Added Tax

1.2 Introduction:

The National Association of ICT Companies (ATIC) is looking for a company able to assist the operational activity of ATIC by performing accounting services specific to NGOs, in compliance with the National Accounting Standards ("SNC") as described in Annex 1 – Terms of Reference.

1.3 Offer Deadline and Protocol:

Offers must be submitted not later than 17:00, local Chisinau time, on **May 4, 2022** electronically and/or in hard copy to the ATIC office:

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 - Liuba Livadari, Procurement Consultant

cc: contabil@ict.md – Violeta Bordeniuc, Financial Manager

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 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.

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

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.

1.1 Questions and Requests for Clarifications:

Questions regarding the technical or administrative requirements of this RFP may be submitted no later than **17:00, local Chisinau time on April 28 2022, by email to llivadari@ict.md and contabil@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.

1.2 Technical and Cost Volume

1.2.1 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:

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
 - Company's / organization's profile with a focus on information regarding similar experience in accounting services, experience with donor organizations, IFRS.
 - Description of services, including risk management and quality assurance mechanisms.
 - Information about Key staff involved with accounting services and their certifications: CVs and qualification of Staff planned to be assigned: Senior accountant and 2 accountants (diplomas and or licenses if applicable, certifications, to be attached); please specify the years of experience in the required area;
 - Past performance information – 3 relevant reference letters from the last 5 years (related to similar accounting services provided for NGOs/Donor organizations, project related accounting). Contact details of reference providers should be included.
 - Information on subcontractors (copy of registration certificate, licenses if applicable, relevant experience) if applicable
2. Financial Offer (FORM F)

Contracting 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.

1.2.2 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 Contract.

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.

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.

PARTIAL QUOTES: Not Allowed.

1.3 Validity Period

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

1.4 Authorized USAID Geographic Code and Source/Nationality (applicable as the required services will be also provided for USAID funded projects)

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Moldova.

Offerors may not offer or supply any commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting Contract (including transportation, fuel, lodging, meals, and communications expenses).

1.5 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.

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.

1.6 Evaluation and Basis for Award

An 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.

Each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in Annex 1.

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

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

1.7 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 Contract.

1.8 Terms and Conditions of Contract

This is a Request for Proposals only. Issuance of this RFP does not in any way obligate ATIC or the Donor to award a Contract, 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 Contract document prior to execution by ATIC and the selected awardee. Issuance of a Contract award is subject to availability of sufficient funds.

SECTION 2. BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLE SCHEDULE

2.1 Specifications

ATIC is looking to contract a company to provide the services described in Annex 1 – Terms of Reference.

2.2 Delivery Requirements

The delivery location for the items described in this RFP is MD-2045, 9/11, Studentilor Str., Chisinau, Moldova. 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 Contract or order.

SECTION 3. PAYMENT AND FINANCIAL OBLIGATIONS

3.1. Contract Price

The Contractor shall complete all services (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, transportation 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 named "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) days after the following conditions have been fulfilled:

- a) the deliverables have been accepted by ATIC
- b) Contractor has delivered a proper invoice,

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 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.

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. Bank account information to which payment shall be sent.

3.3. Cooperating Country Fees, Taxes, and Duties

This subcontract is entered into by ATIC on behalf of the Projects mentioned above, an official program of the Donors in 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.

3.4. 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.

3.5. Authorized USAID Geographic Code (applicable as the required services will be also provided for USAID funded projects)

The authorized USAID geographic code for this Contract is USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The source and nationality of all goods, commodities, and services provided under this Contract must meet the above-specified USAID geographic code specified in accordance with the regulations found in 22 CFR 228.

The cooperating country for this Contract is Moldova.

No commodities or related services may be supplied under this subcontract that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting Contract (including transportation, fuel, lodging, meals, and communications expenses).

3.6. 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, the ICTEC project office 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 contract.
- *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 by the terms of The United States Anti-Kickback Act of 1986, which prohibits 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 USAID Inspector General for investigation, as required.

The Contractor agrees to cooperate fully with any United States Government 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 (applicable as the required services will be also provided for USAID funded projects) include the substance of this article in any contract it may issue under this contract.

8. 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. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Contractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this contract. (applicable as the required services will be also provided for USAID funded projects)

9. Eligibility of Contractors

In accordance with Federal Acquisition Regulation (FAR) Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), no commodities, software, goods, materials, or services shall be eligible for USAID financing or reimbursement under this contract if provided by a Contractor or supplier (or a Contractors' or suppliers' principle) that is debarred, suspended, or proposed for debarment by USAID or the USG. This applies to the Contractor and the Contractor's subcontractors and suppliers as well. (applicable as the required services will be also provided for USAID funded projects)

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.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. (applicable as the required services will be also provided for EU/Sweden funded projects)

10. 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 the United States 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 USAID regulations governing this contract, which are incorporated by reference into this Contract, and appear in Article 35, Clauses Incorporated by Reference. (applicable as the required services will be also provided for USAID funded projects)

11. 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 ontract 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.

12. 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.

13. Modifications

Modifications to the terms and conditions of this Contract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties as stipulated in Article 16 of this Contract. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

14. Changes

In accordance with FAR Clause 52.243-1 "Changes—Fixed-Price" (AUG 1987) (**applicable as the required services will be also provided for USAID funded projects**) and 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.

15. 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.

16. 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 (FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference in Article 35 herein - (applicable as the required services will be also provided for USAID funded projects)

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 in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service). (applicable as the required services will be also provided for USAID funded projects)

TERMS OF REFERENCE

**Accounting services for ATIC general and project needs
(estimated 12-month period June 2022 - May 2023)**

A. BACKGROUND

About ATIC

THE National Association of ICT Companies (“ATIC”) is an organization uniting 87 companies, gathering over 9,000 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 the ATIC two biggest projects:

The ICTEC Project started as a USAID program implemented by the National Association of ICT Companies (ATIC). In 2016, the Government of Sweden joined the program and expanded the operations and content programs of Tekwill. The project is implemented as a private-public partnership (through Global Development Alliances instrument (GDA)), between the Moldovan Government, private industry, academia and donors. The private partners include multinational companies, IBM and Microsoft, and also ATIC members that are local (operated) ICT companies. The private partners bring significant new resources, ideas, software, technologies and development activities, such as trainings, practical assignments, and mentorship. The private sector partners will have the chance to use the center to communicate with the university, SMEs, startups, professionals and contribute to the curricula improvement answering the market needs, as well as the improvement of the IT and entrepreneurship ecosystem that will lead to the economic growth of the country. The Government of Moldova supports this project at the highest level of the Prime Minister, and the partners include Ministry of ICT, Ministry of Education, and E-Government Center.

The ICTEC project is active by the end of June 2022, with possibility of extension.

The EU4Moldova: Startup City Cahul Project financed by EU through a delegated agreement with Sweden is in line with the Annual Action Programme 2019 in favor of the Republic of Moldova and its Action entitled, 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:

- Foster partnerships for innovation and entrepreneurship between the private sector, public sector and educational institutions in the region of Cahul.

- 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.
- Facilitate the emergence of start-ups in innovative sectors, build their capacity and investment readiness.

B. SPECIFIC OBJECTIVES

The specific objective of this assignment is to hire a company able to assist the operational Activity of ATIC by performing accounting services specific to NGOs, in compliance with the National Accounting Standards (“SNC”).

C. Scope of Works:

ATIC is seeking to engage the services of one qualified contractor (company) that will perform accounting services related to ATIC’s general activity (lobby and advocacy), as well as related to ATIC projects as per national legislation. The contractor shall provide full accounting services related to grant funds associated with all implemented projects. The two biggest projects of ATIC are ICTEC and EU4Moldova: Startup City Cahul briefly described above.

The company will provide highly qualified specialists to perform all regular accounting operations as well as those of the senior accountant on a full-time basis.

In estimating the volume of services, applicant companies are encouraged to consider the below information on some estimated indicators:

- 3.8 mil USD - estimated expenses for June 2022-May 2023 (ATIC including general and project activities)
- 6 ongoing projects and ATIC general activities (2 biggest projects are ICTEC – USAID funded and EU4Moldova Startup City Cahul – funded by EU through Sweden, the 4 (four) other are projects are small ones <USD100,000)
- 45 ATIC employees
- 300 estimated average number of monthly payments
- 150-200 estimated primary documents such as fiscal invoices to be recorded.
- 40 contracts for services with individual contractors

Shall the ICTEC project be closed during contract duration, the estimated volume of services reflected in the above indicators will decrease. In this context, ATIC may ask for a reduction of the price of services, based on the reduced volume of services (the agreement shall be reflected in an amendment to the contract, and amended ToR).

The accounting company will work in close collaboration with the Financial Manager, Strategic Projects Director and Executive Director to ensure a proper match of ATIC accounting procedures, Donors’ requirements and local legislation, to fulfill at best the assignment.

The Offeror is required to describe the proposed services, along with the risk management and quality assurance mechanism applied.

General Responsibilities:

- Carry out the assignment as defined in RFP;
- Complete the final deliverables in a timely manner as defined below;
- Conduct all business in a manner that respects local culture;
- Maintain high ethical standards, avoiding any actual or perceived conflicts of interest.

- Assisting with general accounting functions including:
- Preparing and processing journal entries for month-end and year-end accruals and reconciling accounts to the supporting documentation;
- Producing accurate financial and tax reports;
- Providing supporting schedules for annual audit;
-
- Participation in financial audits and reviews conducted by funding agencies, including document preparation and onsite support;
- Provide audit process support as needed;
- Preparing of year end reports, schedules and other documents requested by auditor as per local legislation;
- Researching and resolving daily issues as they arise;
- Provide reports and data as requested for the completion of annual tax returns;
- Ensure the organization of accounting documents separately per ATIC general purposes and by project.

Specific Responsibilities:

- Responsible for all aspects of accounting for ATIC.
- Reviewing and preparing all financial and tax reports (monthly, quarterly, annual) for accuracy and allowability, verifying foreign exchange rate calculations and recording all transactions into corporate accounting software “1C”;
- Researching applicable laws, donor guidelines, and internal policies to determine allowability and reasonableness of expenditures;
- Issuing periodic invoices and other forms as per Moldovan legislation.
- Reviewing detailed general ledger reports for accuracy, reasonableness and compliance upon necessity;
- Calculation of salary taxes and reporting them to state authorities.
- Reconciling project grant accounts in “1C”;
- Processing payments as per information received from the Financial Manager.
- Evidence of fixed assets, small value objects and materials/ tangible and not tangible assets
- Archiving the day to day accounting documents
- Reconciliations of debtors and creditors (verification acts)
- Other accounting related activities that apply.

Other Duties to be performed:

- Process daily payments as per separate projects
- Record of bank statements as per local legislation and project requirements
- Record in “1C” of the received invoices and issued invoices/collecting the missing invoices
- Calculation and payment of salaries.
- Calculation of depreciation of fixed assets and intangible assets
- Calculation and recording of advance requests/travel reports as per Moldovan legislation
- Monthly, quarterly and annual reporting to Tax Department, Statistics and other Moldovan authorities.
- Preparation of accounting documents for audit review
- Fuel consumption tracking in “1C”.
- Reconciliation of the accounts on a monthly basis.
- Reconciliation of suppliers’ information/annual preparation of verification reports with all suppliers.
- Preparation of documents for the annual audit and tax inspection.

- Other accounting tasks as per National Accounting Standards (NAS) and Tax Code of Republic of Moldova solicited by the Financial Manager of ATIC

Accounting software

At this moment, ATIC is using the accounting software version 1C.8 with special updates for USAID reporting.

D. DELIVERABLES AND SCHEDULES/ EXPECTED OUTPUTS

The company is expected to provide the below mentioned deliverables:

- Payment documentation accurately and timely prepared on a daily basis
- Accounting records kept up-to-date on a daily basis
- Checking the procurement register-weekly.
- Salaries payment sheets accurately and timely prepared - by the 6th date of the next month
- Accurate Monthly/Quarterly/Annual authority reports (fiscal, statistics and other authorities) compiled in time
- Closing accounts and monthly reconciliations – by the 10th date of the next month
- Accurate annual financial reports - by 28 February 2023.
- Support for audit missions (provision of information and documents upon request);
- Other financial related reports and documentation as per local accounting standards and NGO requirements/ATIC procedures.

Other accounting related tasks as per NAS and required by ATIC.

F. PLACE OF THE PROVIDED SERVICES

The place of service provision is Chisinau, Republic of Moldova. During the assignment, the contractor is expected to provide full time (8hrs/day) accounting services on business days working minimum 4hrs/day at ATIC head office on 9/11, Studentilor street, Chisinau and/or other locations as designated by ATIC, and the rest of the working hours (4 hrs) remotely/at Contractor's office. All original documents will be kept in ATIC office and achieved as per Donors' requirements. The accountants should work in close collaboration with the Financial Manager. All requests received by email from the Financial Manager shall be considered a priority and be answered in the shortest time possible.

G. EXPECTED DURATION OF THE CONTRACT/ ASSIGNMENT

The assignment is expected to begin in June 2022 and continue for a period of 12 consecutive months. The contract can be prolonged by both parties if agreed.

The contractor is expected to provide an update report with the performed tasks every month by the 10th day of the next month.

H. MANDATORY DOCUMENTS TO BE SUBMITTED

The applicants should submit the following 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
- Company's / organization's profile with a focus on information regarding similar experience in accounting services, experience with donor organizations, IFRS.
- Description of services, including risk management and quality assurance mechanisms.
- Information about Key staff involved with accounting services and their certifications: CVs and qualification of Staff planned to be assigned: Senior accountant and 2 accountants (diplomas and or licenses if applicable, certifications, to be attached); please specify the years of experience in the required area;
- Past performance information – 3 relevant reference letters from the last 5 years (related to similar accounting services provided for NGOs/Donor organizations, project related accounting). Contact details of reference providers should be included.
- Information on subcontractors (copy of registration certificate, licenses if applicable, relevant experience) if applicable

2. Financial Offer (FORM F)

- Other documents relevant for the evaluation committee

I. MINIMUM QUALIFICATION CRITERIA for applicant companies:

- Minimum 10 years of similar experience accounting services in the Republic of Moldova
- Minimum 3 years of similar experience in accounting related to USAID and EU projects in/for NGOs /accounting related experience with donor organizations
- Availability of qualified personnel (with diplomas):
 - *senior accountant with minimum 7 years of experience, incl. 3 years of experience in accounting related to donor projects; Experience with IFRS and knowledge of English will be considered a plus;*
 - *project accountants – minimum 4 years of general accounting experience incl. 2 years in accounting of donor financed projects;*
- Past performance information – 3 reference letters (resulting from accounting provided for NGOs/Donor's or other relevant services) from the past 5 years.

J. FINANCIAL PROPOSAL:

Each Offeror will provide its financial offer with a breakdown per deliverables and per type of costs (as per FORM F).

Labor rates shall include all equipment, tools, and supplies necessary for the employee to

perform the tasks assigned, including any costs associated with necessary software or data management.

Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall not be reimbursed.

Any penalties arriving from the incomplete accounting services, mistakes in accounting records or reports will be covered by the contractor.

Contractor may alter the categories listed above or propose a different form of contract (e.g., unit rates) as an alternative. ATIC reserves the right to select the proposal that it deems most advantageous to ATIC, in its sole discretion, based on the evaluation factors as described in this RFP.

Currency of offer: The financial offer should be submitted in MDL. No other currencies accepted.

Validity of offer: 90 calendar days from the tender deadline.

K. EVALUATION METHOD

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum obtainable points
Technical Evaluation		Up to 140 pts
1.	Description of Services	Up to 15 pts <i>Relevant and detailed– 15 pts</i> <i>Brief and general– up to 10 pts</i>
2.	Company’s experience	Up to 20 pts
	2.1. <i>Minimum 10 years of similar experience in the Republic of Moldova</i>	<i>Up to 10 pts;</i> <i>10 year of experience - 7 pts; for each additional year - 1 pt</i>
	2.2. <i>Minimum 3 years of similar experience in accounting USAID and EU projects expenses for NGOs /Related experience with donor organizations</i>	<i>Up to 10 pts;</i> <i>3-year experience - 6 pts; 2 pts for each additional experience – 0 pts</i>
3.	Experience of personnel involved in accounting services	Up to 85 pts;
	3.1. <i>Senior Accountant:</i> <ul style="list-style-type: none"> • <i>minimum 7 years of experience in accounting</i> • <i>minimum 3 years of accounting related to donor financed projects.</i> 	Up to 35 pts <i>7 years experience – 10 pts</i> <i>For each additional year – 1 pts, up to 5 additional years (up to 15 pts)</i> <i>3 years experience – 5 pts</i> <i>For each additional year – 1 pts, up to 5 additional years (up to 10 pts)</i>

	<ul style="list-style-type: none"> • Experience with IFRS • Linguistic skills: RO - 2 pts, EN – 2 pts, Ru 1 pts 	<p>Available experience – 5 pts No experience – 0 pts</p> <p>Up to 5 pts</p> <p>Up to 5 pts</p>
	<p>3.2. Project Accountant #1 & #2</p> <ul style="list-style-type: none"> • minimum 4 years of experience in accounting • minimum 2 years of accounting related to donor financed projects. • Linguistic skills: RO- 2 pts, EN – 2 pts, Ru 1 pts 	<p>Up to 50 pts (up to 25 pts each) 4 years experience – 5 pts, for each additional year – 1 pts, up to 4 additional years (up to 9 pts for each)</p> <p>2 years of project accounting – 5 pts; for each additional year – 2 pts, up to 3 additional years (up to 11 pts for each)</p> <p>Up to 5 pts</p>
4.	Risk insurance for accounting errors	<p>Up to 10 pts</p> <p>Good – 10 pts Fair – 5 pts</p>
5.	Quality assurance mechanism described	<p>Up to 10 pts</p> <p>Good – 10 pts Fair – 5 pts</p>
Financial Evaluation	<p>Overall cost proposal</p> <p>minimum offer - 60 pts; Evaluated offer pts = (lowest offer \$ x 60 pts)/evaluated offer</p>	Up to 60 pts
Total Points – Technical and Cost Approach		200 pts

Minimum technical pass score – 98 pts (70% of the technical score). Offers that do not reach the minimum pass score will not be considered for further evaluation.

The winning offers will be determined based on the Total Score – the maximum total score, other factors and RfP requirements that may represent value for ATIC (trade off method described in the RfP).

In case of equal total scores for two or several offers priority will be given to the one with the biggest technical score.

L. AWARD

ATIC will award the contract to one company considering the evaluation criteria described in the RFP. Only the offers of qualified offerors will be considered.

M. CONTRACT

The contract will be signed for 1 year (12 months) with potential extension upon satisfactory performance with the services performed by the Contractor.

During contract implementation, ATIC reserves the right to request the Contractor change the assigned Senior and/or project accountants in case of dissatisfaction with their performance, for another specialists with similar or higher professional qualifications. The Contractor shall complete ATIC's request regarding the change of staff within maximum 14 calendar days (by case).