

Request for Proposals (RFP)

RFP Number:	StartupCityCahul-2025-006
Issuance date	July 16, 2025
Deadline for offers	July 23, 2025, 18:00 Chisinau time
Description	Provision of Final Evaluation 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:	achirita@ict.md , Ana Chirita, Strategic Projects Director csirbu@ict.md , Cristina Sirbu, Procurement Specialist

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 final evaluation 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 **July 23, 2025, 18:00, 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 electronical – via email.

Any email offers must be sent to the following address:

to: csirbu@ict.md - Cristina Sirbu, Procurement Specialist

cc: achirita@ictl.md, Ana Chirita, Strategic Projects 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 these 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 2 languages: English, Romanian.

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 July 22, 15:00 Chisinau time** by email to achirita@ict.md, cc csirbu@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 3 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 assignments carried out 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 the 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 considering 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 about 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 60 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 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/evaluating services;
- Company's experience in evaluating Projects of similar nature and scope (Final Evaluation and/or end of Project evaluations - minimum 1 project (desirable EU/Sweden/Sida financed));
- At least 2 (two) qualified experts, including a designated team leader:

Mandatory requirements of the evaluation team:

- **Proven experience in evaluation:** At least five years of proven experience in evaluation of international development projects, preferably within the relevant area of assessment (IT, innovation, STEAM education and/or tech-related entrepreneurship).
- **Methodological expertise:** Strong knowledge of both qualitative and quantitative research methods, including data collection and analysis tools.
- **Academic background:** Relevant higher education (e.g., in social sciences, economics, development studies).
- **Language proficiency:** Advanced (C1) English writing skills for the team member/s responsible for reporting and advanced (C1) Romanian and/or Russian verbal skills for the team members that will conduct interviews.

Preferred qualifications of the evaluation team:

- **Thematic expertise:** Experience or expertise in the specific thematic area of the project (ICT, innovation, entrepreneurship) and regional development in Moldova or other Eastern European country.
- **Contextual knowledge:** Familiarity with the geographic context (southern region of Moldova) in which the project is implemented.
- **Participatory methods:** Knowledge of inclusive and rights-based evaluation approaches.
- **Previous collaboration:** Experience in conducting evaluations for projects funded by Sweden and/or European Union

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 scoring. Priority will be given to the 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
1	TECHNICAL EVALUATION*	Up to 245 pts
1.1.	Technical offer (approach) Comprehensiveness, thoroughness, structure, other important elements to be considered.	Up to 40 points
1.2.	Company's past performance information Minimum 3 years of experience in providing consulting/evaluating services	Up to 25 points 3 years – 15 pts, 2 pts for each additional year – up to 5 additional years/5 pts;
1.3.	Qualification of Assigned Experts:	Up to 180 pts
1.3.1	Mandatory requirements of the evaluation team:	Up to 125 pts
a)	Academic background: Relevant higher education (e.g., in social sciences, economics, development studies).	Up to 20 pts Bachelor's Degree – 4 pts; (per specialist) Master's Degree – 6 pts; (per specialist)
b)	Proven experience in evaluation: At least 5 (five) years of proven experience in evaluation of international development projects, preferably within the relevant area of assessment (IT, innovation, STEAM education and/or tech-related entrepreneurship).	Up to 50 pts 5 years – 35 pts, 3 pts for each additional year – up to 5 additional years pts;
c)	Methodological expertise: Strong knowledge of both qualitative and quantitative research methods, including data collection and analysis tools;	Up to 35 pts
f)	Language proficiency:	Up to 20 pts
	- English - advanced (C1) writing skills for the team member/s responsible for reporting and advanced	10 pts
	- Romanian and/or Russian - Advanced (C1) verbal skills for the team members that will conduct interviews	10 pts
1.3.2	Preferred qualifications of the evaluation team:	Up to 55 pts
a)	Thematic expertise: Experience or expertise in the specific thematic area of the project (ICT, innovation, entrepreneurship) and regional development in Moldova or other Eastern European country.	Up to 15 pts
b)	Contextual knowledge: Familiarity with the geographic context (southern region of Moldova) in which the project is implemented.	Up to 10 pts
c)	Participatory methods: Knowledge of inclusive and rights-based evaluation approaches.	Up to 10 pts
d)	Previous collaboration: Experience in conducting evaluations for projects funded by Sweden and/or European Union	Up to 20 pts 5 pts for each project funded by EU/Sweden/Sida or 2 pts for each project funded by other donors; up

		<i>to 5 projects in total</i>
2.	OVERALL COST PROPOSAL PROVIDED	Up to 105 pts
		minimum offer - 105 pts; Evaluated offer pts = (lowest offer \$ x 105 pts)/evaluated offer
	TOTAL POINTS = TECHNICAL + COST APPROACH	350 pts

**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 the awards will be made solely based on 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 revise the content, order, and number of the provisions in the actual subcontract document prior to execution by ATIC and the selected awardee. The issuance of a subcontract award is subject to the 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. If 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 because 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 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 ("EU Restrictive Measures") or designated by UN as subject to restrictive measures in the list provided at 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****Final Evaluation (FE) of the EU4Moldova: Startup City Cahul Project**

Project title	EU4Moldova: Startup City Cahul
Project Registration No. Sida Contribution No.	13797 EU4Moldova: Startup City Cahul
Agreement(s) reference	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)
Project duration	September 2020 – June 2025
Donors	European Union (delegated to Sida)
Implementor	Moldovan Association of Information and Communications Technology Companies (ATIC)
Estimated period for the review	July-September 2025

1. Background

The EU4Moldova: Startup City Cahul (hereinafter the “Project”) consists of three major objectives and activities delegated through a Contribution Agreement (2020/416-469) from the EU Delegation to the Swedish International Development Cooperation Agency (Sida). Sida has in turn entered into an agreement with the National Association of Information and Communications Technology Companies of Moldova (ATIC). ATIC has implemented the Project together with its local team in Cahul, which from 2024 became an own entity called Inotek Foundation. The evaluation should cover an assessment of both ATIC and Inotek Foundation.

Over the past five years, Moldova has experienced significant growth in its information technology (IT) sector, transforming it into one of the most dynamic and rapidly expanding areas of the national economy. The IT industry’s contribution to Moldova’s GDP has increased from approximately 3% in 2019 to over 8% in 2024 and employ over 4 % of the Moldovan population. Despite these advantages, the sector faces ongoing challenges, including geopolitical instability, emigration and a concentration of IT activities in urban areas, especially in Chisinau. The Project aims to ensure that the benefits of this growth are shared broadly across the country, and to stimulate local economies, create jobs, and reduce migration by supporting the southern region of Moldova. Many skilled and motivated individuals live outside Chişinău but there are only a few exporters of software development outsourcing services in the regions of the country including the towns of Balti, Comrat and Cahul. The development of the IT sector in Moldova is primarily driven by the export of software development, support, and testing services. There are relatively few local vendors selling their own IT solutions either domestically or internationally. Supporting regional IT initiatives can help uncover and nurture talent, providing them with opportunities to contribute to the digital economy.

2. Description of the Project

The overall objective of the Project is to harness and strengthen the potential of the digital economy and enhance regional competitiveness, its business and its investment environment. The specific Project 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 Project consists of three major activities:

1. Support the creation of a regional 'EU4Innovation Centre in Cahul. The expected result is that the Regional Innovation and Technology Centre in Cahul is established, fully functional and operated.
2. Support a campaign and development of a programme to promote technology, problem solving and creative solutions in learning and improve attractiveness of STEM. It is expected that the following activities will result in more young people, especially girls and women, being attracted to start a career/work in the ICT sector:
 - 2.1. Content developed in line with the EU4Digital Agenda.
 - 2.2. STEM programmes are expanded nationwide.
 - 2.3. New up-to-date training courses and other skills development programmes are implemented that meet the needs of the industry.
3. Developing a seed funding and acceleration programme for digital and innovative startups and entrepreneurs strengthening their capacity building and investment readiness. It is expected that:
 - 3.1. The ICT entrepreneurship culture and community are strengthened.
 - 3.2. Accelerations facilities are programmes for technology start-ups are created.

More information on the Project objectives and activities can be found in the Description of Action.

3. Description of the evaluation assignment

3.1 Evaluation Purpose

The End of Programme Evaluation report will build upon and take its starting point in the mid-term review conducted in October 2022. The evaluation will not duplicate but rather complement the mid-term review. The purpose of the end evaluation is to answer; what are the main reasons for the achievement or lack of achievement of the objective? What could ATIC have done differently for the objectives to be achieved? What have been done to increase the chances of achieving and sustaining results? The assessment should consider the leadership, management and organization of ATIC and Inotek Foundation as possible explanatory factors. It should also consider external influencing factors beyond ATIC's control, such as political, economic, legal, technological, and environmental conditions, to provide a realistic assessment. The evaluation should assess the results in relation to the objectives, spent funds and the scope and purpose of the Project, while considering that unexpected results could be as valuable as expected results. It is expected that the end evaluation will follow up the implementation of earlier recommendations by assessing the extent to which ATIC has adjusted its activities accordingly and incorporated the insights derived from the mid-term review. The end evaluation is expected to provide additional lessons learned and recommendations to improve future activities of ATIC and Inotek Foundation. Recommendations from the evaluation to ATIC shall be addressed in a Management Response, including actions,

deadlines and responsibility.

The end evaluation will encompass the entire activity period of the Project, from September 15, 2020, to June 24, 2025, yet deliberately build upon the findings from the 2022 mid-term review to ensure efficient analysis and avoid duplication.

3.2 Evaluation subject and focus

The evaluation will assess the achievements of the Project against the indicators in the Logframe Matrix of the project and indicators below, while conforming to the OECD/DAC's Quality Standards for Development Evaluation. The evaluators shall use the Sida OECD/DAC Glossary of Key Terms in Evaluation. When relevant, the end evaluation should refer to the mid-term evaluation instead of repeating information. The evaluation will focus on assessing results in the southern region of Moldova, primarily in Cahul, but also in the following districts (rayons) when relevant: Cantemir, Leova, Basarabeasca, Taraclia, Cimişlia, Ştefan Vodă, Căuşeni and Gagauzia.

Expected result 1: The Regional Innovation and Technology Centre in Cahul is established, fully functional and operated

- What are the main reasons for the achievement or lack of achievement of establishing a fully functional Centre?
- In retrospect, what alternative approaches could ATIC and Inotek have considered to better meet the expected result?
- What specific actions has ATIC and Inotek undertaken to increase the likelihood of achieving the expected results?
- What measures has ATIC and Inotek implemented to ensure the Centre is utilized as intended in the long term, and what additional steps could have been taken to further ensure this?

Expected result 2: More young people, especially girls and women, are attracted to start a career/work in the ICT sector

- What have the STEM programmes, training courses and other skills development programmes led to?
- What has changed for whom (behavior, relations etc.)? What changes in attitudes or perceptions about ICT careers among young people, girls and women, can be attributed to the project? How many have transitioned into ICT jobs, internships or further education in the field following their involvement in the project?
- Are there any measurable increases in female representation in ICT companies or educational programmes in ICT since the project began? If yes, is it linked to the project, if so, how?
- What is the target group capable of doing now that they were not capable of doing at the beginning of the intervention?
- What mechanisms are in place to ensure continued interest, participation, and skills of young people, especially women and girls in ICT beyond the project's duration?

Expected result 3: Enabling conditions for innovative sectors start-ups to emerge and grow are put in place

- Has the ICT entrepreneurship culture and community been strengthened because of the project? If yes, how?
- What has the accelerations programmes for technology start-ups led to?
- What are entrepreneurs and start-ups capable of doing now that they were not

capable of doing at the beginning of the intervention?

- How many start-ups have emerged, grown or strengthened their potential and/or capacity since the beginning of the intervention? Can this be attributed to the project, if so, how?

Organizational capacity

- Assess ATIC and Inotek's capacity to learn, re-assessing its theory of change and adapting to changes in the context. Assess if it has led to a higher or lower achievement level of results.
- Assess ATIC and Inotek's capacity to apply RBM (i.e. to collect and learn from results information and to adapt to the context).
- Are there any key observations of the organizational capacity of ATIC and Inotek that has had an impact on achieving or not achieving the objectives?

Working relationship with key stakeholders

- Which key stakeholders have supported and/or not supported the activities in the Project? How did it impact the achievement of results?
- How has ATIC and Inotek's collaboration and working relationship with key stakeholders (e.g. the Cahul State University, City Hall in Cahul, Ministry for Education and Research) influenced the achievement of the results?
- How has the Project strengthened partnerships locally in southern region of Moldova? Has the Project created new partnerships? If yes, provide examples.

The evaluation will assess unexpected and expected results, overall relevance of Project activities, cost-effectiveness, efficiency and sustainability. It will evaluate to what extent the Project met the needs of the target beneficiaries, the expected results were achieved, the activities implemented were cost-efficient and gender-responsive, and the quality of monitoring and evaluation efforts performed by ATIC.

3.3 Evaluation approach and methods

The evaluation team of experts may propose the evaluation method, but it must include both qualitative and quantitative data and be of relevance for the assessment areas and questions listed in the Terms of Reference.

Suggestions from the team of evaluators on documents to review are welcomed, but should at least include the following documents:

- Description of the Action
- Mid-Term Review
- Partner agreements
- Annual workplans and annual reports
- Logframe Matrix
- Project Audit Reports
- Project documentation such as procurement, intermittent reports, programme proposals.

At least 12 interviews should be conducted in the southern region of Moldova. Additionally, some interviews should be conducted in Chisinau. The interview methodology and questionnaires shall be developed by the evaluation team, included in the inception report and approved by ATIC and Sida. The list of the interviewees will be suggested from the ATIC, key stakeholders and beneficiaries. The evaluation will take place primarily in Cahul but also include other rayons in the southern region of Moldova when relevant. During the field visits, the evaluation team shall contact local public authorities, the Cahul State University, local public institutions, private sector, educational

institutions, and locals in the community (e.g., tech community members, entrepreneurial program beneficiaries). Field visits shall also include visits to Chisinau where partners, part of the team at ATIC and national institutions are placed.

3.4 Project stakeholders and partners involvement

The End of Programme Evaluation is initiated and procured by ATIC as the implementing partner of the EU4Moldova: Startup City Cahul Project and recipient of funding under the agreement signed with Sida. Sida and the EU Delegation will be invited by the contracted evaluation company for a startup meeting to clarify what is expected from the evaluation. Sida and the EU Delegation will be invited to participate and monitor the missions and evaluation exercises at their own cost as stipulated in the agreement between the parties.

The draft End of Programme Evaluation report will be submitted to ATIC, who will submit it to Sida. Sida will thereafter submit the draft evaluation report to the EU Delegation, Steering Committee and the Advisory Board for comments and input. Same procedure will be followed for the final Evaluation report. The Final End of Programme Evaluation report shall also be shared with other key stakeholders of the Project.

ATIC will facilitate the logistics requirements for company's experts and setting up the interviews and field visits.

4. Timeline and Deliverables

Deliverables	Content	Expected deadline
	<i>Inception Phase</i> Refinement of the evaluation design in collaboration with stakeholders. This phase includes the selection and development of research tools and the review of relevant documents.	
Inception report	The evaluation team is expected to develop and submit an inception report covering the following aspects: <ul style="list-style-type: none"> - methodology and tools - schedule/agenda of the interviews, name of the interviewees - structure of the final report. 	1 week upon contract signing
	<i>Research Phase</i> Implementation of data collection activities using both qualitative and quantitative methods. This includes fieldwork, interviews, surveys, and other relevant evaluation methods.	
Draft End of Programme Evaluation report	<i>Reporting phase</i> Analysis and interpretation of collected data, followed by the compilation of findings into a comprehensive report. Presentation of results and follow-up discussions with stakeholders. The draft report will be presented and discussed with the key stakeholders. Inputs from ATIC, Sweden, the EU Delegation, the Steering Committee and Advisory Board will be integrated in the final report.	Up to 5 weeks after contract signing
Final End of Programme Evaluation report	The final report will cover the subjects described in the Terms of Reference with special attention to main findings, conclusions, lessons learned and recommendations. Issues and subjects that requests a management response from ATIC should be clearly outlined.	Within 10 working days after receiving comments to the draft report

All the reports shall be written in English.

The evaluation will be carried out up to eight weeks and is expected to take place in the period between July 25th, 2025 – September 7th, 2025 (to be adjusted upon necessity if approved by Sida).

The Company shall be paid upon completion and approval of the Final End of Programme Evaluation.

5. Requirements

The evaluation team shall consist of at least two experts, including a designated team leader. The team is expected to be multidisciplinary, bringing together different relevant expertise.

Mandatory requirements of the evaluation team:

- **Proven experience in evaluation:** At least five years of proven experience in evaluation of international development projects, preferably within the relevant area of assessment (IT, innovation, STEAM education and/or tech-related entrepreneurship).
- **Methodological expertise:** Strong knowledge of both qualitative and quantitative research methods, including data collection and analysis tools.
- **Academic background:** Relevant higher education (e.g., in social sciences, economics, development studies).
- **Language proficiency:** Advanced (C1) English writing skills for the team member/s responsible for reporting and advanced (C1) Romanian and/or Russian verbal skills for the team members that will conduct interviews.

Preferred qualifications of the evaluation team:

- **Thematic expertise:** Experience or expertise in the specific thematic area of the project (ICT, innovation, entrepreneurship) and regional development in Moldova or other Eastern European country.
- **Contextual knowledge:** Familiarity with the geographic context (southern region of Moldova) in which the project is implemented.
- **Participatory methods:** Knowledge of inclusive and rights-based evaluation approaches.
- **Previous collaboration:** Experience in conducting evaluations for projects funded by Sweden and/or European Union

6. Supporting documents to be provided to experts during the assignment:

- a. Description of Action
- b. Project Log frame
- c. Implementation/Action Plan for all five years of the Project
- d. Action Plan for all five years of the Project
- e. Report for all five years of implementation
- f. Mid-term review