

Request for Proposals (RFP)

RFP Number:	DDV-2022-017
Issuance date	September 27, 2022
Deadline for offers	October 6, 2022, 17:00 Chisinau time
Description	Development of the e-learning platform "Digital Dual VET"
For	Digital Dual VET Project
Funded By	German Agency for International Cooperation (GIZ)
Issued by	National Association of ICT Companies (ATIC)
ATIC Point of Contact:	ioriol@ict.md - Irina Oriol, Deputy Project Coordinator

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 development of the "Digital Dual Vet" e-learning platform, based on this RFP and the details specified in the Annex 1 - Terms of Reference/Technical Specifications.

1.3 Offer Deadline and Submission Protocol:

Offers must be submitted not later than **October 6, 2022, 17:00, 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: ioriol@ict.md, Irina Oriol, Deputy Project Coordinator

cc: achirita@ict.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 this solicitation documents). There may be one or several PDF files with relevant names.
- 2) Financial Proposal (Form F - should be password-protected). ATIC will request the password if the proposal is deemed eligible and technically compliant. Any submission of the financial proposal that is not password-protected will be disqualified. Also, any submission of the financial proposal together with the password will be disqualified.

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

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

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

1.4 Questions and Requests for Clarifications:

Questions regarding the technical or administrative requirements of this RFP may be submitted **not later than October 4, 15:00 Chisinau time** by email to ioriol@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 mandatorily contain the documents listed below:

- Forms A-E completed and signed (the use of the electronic signature is encouraged);
- Company profile, which should not exceed fifteen (15) pages. The document must include the company's portfolio, which provides information on experience in implementing projects with similar content and similar complexity;
- Proof of registration of the legal entity, in accordance with the legal provisions of the country where the bidder is registered
- Certificate of assignment of the bank account issued by the bank/ Info on the Requisites of the official bank account.
- The financial statement for the last year (2021).

- Quality certificates (for example, ISO, etc.) and/or other similar certificates, accreditations, awards received by the Bidder (if any)
- Minimum of 2 Letters of Recommendation/Declaration of satisfactory performance within the last 3 years
- Copy of the preliminary Agreement in case of consortium or subcontracting
- Technical concept that includes:
 - *General description of the proposed solution*
 - *Description of the administration system and the modules proposed for managing the platform*
 - *Description of learning management modules – LMS*
 - *Description of the types of licensing proposed to be used in the project*
 - *The responsibilities assumed and their distribution in the team of specialists and the interaction with the beneficiary*
 - *Description of the set of technologies, programming languages and other technological aspects proposed to be applied in the development of the platform*
 - *Equipment and software necessary for the future proper functioning of the platform*
 - *Security and data protection measures planned for implementation*
 - *Anticipated platform life cycle*
 - *Platform maintenance conditions during the warranty period (12 months) after launching*
 - *Platform maintenance conditions in the post-warranty period.*
- List of the proposed team and CVs of key experts proposed to implement the assignment, with clear information on previous experience (including specific roles and project titles). The team members must have solid experience in the respective area of expertise as described in the qualification criteria for the proposed expert team.

Subcontracting arrangements:

If the services to be performed by the offeror require the hiring of subcontractors, the proposal must clearly identify the subcontractor(s), contact information of subcontractor(s), and the assignment 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, which shall be included in the cost volume (password protected – please refer to the information indicated below).

1.5.1 Cost Volume

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

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

If relevant, the cost proposal shall also include a budget narrative that explains the basis for the

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

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

Currency of Proposal: Financial offers must be presented in **MDL** only. No other currencies accepted.

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

Partial Quotes: not LOT.

1.6 Validity Period

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

1.7 Eligibility of Offerors

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

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

- it is not included in the EU Sanctions List or are subject to EU Restrictive Measures provided at <https://www.sanctionsmap.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 Donor-Implementing partner 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 assignment 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 & ToR, 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:

Minimum qualification criteria for the Offeror to be eligible for the current assignment:

1. Legally registered entity or a consortium of relevant entities specialized in providing the requested services;
2. It is not declared insolvent
3. At least 5 (five) years of experience in software development and integration services;
4. At least 3 (three) software solutions, ICT products developed and Implemented for educational projects (provide at least 3 examples)
5. Availability of qualified key specialists (list of human resources planned for involvement in the project to be provide)

Qualification criteria for the proposed team of specialists: The team of specialists proposed by the Bidder will have the minimum composition indicated below. A team member can combine two roles, if he has the necessary experience, but this fact must be clearly mentioned in the offer/proved by specialist's experience. It is important that the proposed team can cope with the volume of services requested, in order to provide quality final services, in the requested terms.

5.1. Project Manager

- higher education in ICT or other relevant field, or at least internationally recognized project management certification (PMP, PRINCE2, AGILE or equivalent)
- minimum 5 years of professional experience in project management
- minimum 3 projects in the area of information systems managed
- linguistic skills: mandatory advanced knowledge of RO and EN;

5.2 Front-End Software Developer

- higher education in ICT or other relevant field, or at least certified in front-end development (PHP, HTML/CSS, JavaScript, SQL, AJAX) by an internationally recognized entity of recognized in the country of issue
- minimum 5 years of professional experience as a Front-End Software Developer
- linguistic skills: mandatory good knowledge of RO/RU and EN;

5.3 Back-End Software Developer

- higher education in ICT or other relevant field, or at least certified in front-end development (PHP, HTML/CSS, JavaScript, SQL, AJAX) by an internationally recognized entity or recognized in the country of issue
- minimum 5 years of professional experience as a Back-End Software Developer
- linguistic skills: mandatory good knowledge of RO/RU and EN;

5.4 UI Designer

- higher education in ICT or other relevant field, or at least certified in front-end development (PHP, HTML/CSS, JavaScript, SQL, AJAX) by an internationally recognized entity or recognized in the country of issue
- minimum 5 years of professional experience as a UI Designer;
- linguistic skills: mandatory good knowledge of RO/RU and EN;

5.5 System Architect

- higher education in ICT or other relevant field or at least internationally recognized relevant certification (CSA, CSSA, CISSP, or other relevant certification)
- minimum 5 years of professional experience in information system architecture
- minimum 2 information system architecture projects completed
- linguistic skills: mandatory advanced knowledge of RO and EN;

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

Summary Technical Scoring		Score Weight	Max. Obtainable Points
1	Expertise of the Company	27%	270
2	Proposed Methodology, Technical Approach, Technical Compliance	40%	400
3	Structure of Project Management and Key Specialists	33%	330
	Total*	100%	1000

Minimum technical passing score – 700 pts (70% of the technical score). Offers that do not reach the minimum technical pass score will not be considered for further evaluation.

In evaluating proposals, ATIC will use the evaluation criteria and scoring described in details in Annex 2 – Evaluation Criteria.

TOTAL RATING: Technical rating x Weight of Technical score 60% + Financial Rating x Weight of

Financial score 40%

TECHNICAL RATING: Technical score of the Offer being evaluated/Maximum obtainable points x 100;

FINANCIAL RATING: Lowest Priced Offer / Price of the Offer Being Evaluated x 100

a. Negotiations

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

b. Terms and Conditions of 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 Terms of Reference/Technical Specifications detailed in Annex 1. Any resultant award will be governed by these terms and conditions. ATIC reserves the right to make revisions to the content, order, and numbering of the provisions in the actual 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. 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 (payments in other currency USD/EUR are processed only to foreign companies), 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 / Project staff
Attention: Accountant Office
National Association of ICT Companies

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

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

3.4 Cooperating Country Fees, Taxes, and Duties

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

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

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

3.5 Set-Off Clause

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

1. Grounds for Disqualification:

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

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

Economic resources provided by the EU under this Project shall not be made available to, or for the benefit of, third parties - whether entities, individuals or groups of individuals - designated by the EU as subject to restrictive measures in the lists provided at www.sanctionsmap.eu ("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 the 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 Donor's 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 (if not specified otherwise in the ToR), 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

TERMENI DE REFERINȚĂ / SPECIFICAȚII TEHNICE

(document separate anexat la RFP)