



**MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP**

**REQUEST FOR PROPOSAL (RFP)**

**RFP NO: 68eGovt2021**

**SGN Infrastructure Support and Maintenance**

**Proposal Submission Deadline: 6/1/2022**

## Table of Contents

1. PROJECT DESCRIPTION.....	5
1.1 INTRODUCTION.....	5
2. PROJECT DEFINITION .....	6
2.1 Secured Government Network.....	6
2.2 Support and Maintenance .....	6
2.3 Service Level Requirements.....	8
2.3.1 Severity Levels .....	8
2.3.2 Response and Resolution Matrix.....	8
2.4 Escalation Procedure and Penalties.....	9
3. SCOPE OF WORK .....	11
3.1 Component 1 – Hardware support & maintenance .....	11
3.2 Component 2 – Supplying, Installing and Maintaining Spare Parts.....	13
4. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS .....	15
4.1 Response procedures.....	15
4.2 Response format.....	15
4.3 Response submission.....	16
4.4 Response evaluation.....	17
4.5 Financial Terms .....	18
4.6 Legal Terms .....	20
4.7 CONFLICT OF INTEREST .....	27
4.8 SECRECY AND SECURITY.....	27
4.9 DOCUMENT PROPERTY .....	27
4.10 REMOVAL OR/AND REPLACEMENT OF PERSONNEL .....	28
5. ANNEXES .....	29
ANNEX 5.1: RFP DEADLINES .....	29
ANNEX 5.2: SGN INFRASTRUCTURE COMPONENTS.....	29
ANNEX 5.3: FINANCIAL PROPOSAL RESPONSE FORMAT .....	29
ANNEX 5.4: CONFIDENTIALITY AGREEMENTS.....	34
ANNEX 5.5: SAMPLE ARABIC AGREEMENT .....	37

**DISCLAIMER**

THIS DOCUMENT IS A REQUEST FOR PROPOSAL (RFP), AND SHALL NOT BE CONSTRUED IN WHOLE OR PART AS A DIRECT OR INDIRECT ORDER. IT SHALL NOT BE CONSTRUED AS A REQUEST OR AUTHORIZATION TO PERFORM WORK AT THE EXPENSE OF THE MODEE AND/OR JORDAN EGOVERNMENT PROGRAM. THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE THE CUSTOMER TO FORMULATE A PROPOSAL IN RESPONSE TO THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, BIDDERS MUST MAKE THEIR OWN INDEPENDENT ASSESSMENTS AND INVESTIGATIONS REGARDING THE SUBJECT MATTER OF THIS RFP. THE MODEE DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE INFORMATION IN THIS RFP. THE BIDDER REMAINS RESPONSIBLE IN RELATION TO IDENTIFYING ANY FURTHER INFORMATION THAT IT REQUIRES TO PREPARE THE PROPOSAL. THIS RFP SHALL CONSTITUTE PART OF THE CONTRACT THAT WILL BE SIGNED BETWEEN THE MODEE AND THE WINNING BIDDER.

## **RFP Organization**

The organization of the RFP is as follows:

### **Section 1: Introduction**

This section outlines the RFP's purpose and its organization.

### **Section 2: Project definition**

This section provides general definition of the existing infrastructure with Modee requirements for the services of maintenance and support.

### **Section 3: Scope of the Project**

This section defines scope of work, proposal requirements and deliverables for the Project.

### **Section 4: Administrative Procedures and Requirements**

This section describes the administrative rules and procedures that guide the proposal and its processes.

### **Section 5: Annexes**

This section includes all annexes to the RFP.

# 1. PROJECT DESCRIPTION

## 1.1 INTRODUCTION

The Ministry of Digital Economy and Entrepreneurship (Modee) is soliciting proposals from qualified local partners (Cisco Gold, Microsoft and at least one of (Dell, HP, FUJITSU)) in Jordan to provide maintenance and support services for existing infrastructure at the e-government Operations Center (herein after E-government Ops Center or OPS Center) and the government entities, details are provided in section 2 below.

Modee has compiled this RFP document to define the scope of work for the winning bidder; in addition to the necessary background information about the e-government Ops Center to provide a full understanding of all the needed maintenance and support services.

Bidders shall demonstrate experience and excellence in the provision and support of the products used on Secured Government Network (SGN) as well as a track record of similar projects, winning bidder shall be responsible for providing support and maintenance services as per Modee requirements also has to follow upon agreed activities and achieve desired goals and requirements so the scope is managed efficiently and effectively, these activities, requirements and deliverables are described in details in section 3 below.

Responses to this Request for Proposal (RFP) must conform to the procedures, format and content requirements outlined in this document. Deviation may be grounds for disqualification. Proposal format is detailed in annex 5.3 in this document.

## 2. PROJECT DEFINITION

### 2.1 Secured Government Network

The SGN is a large initiative linking all government entities into a secure Governmental Network as part of a recently developed Connectivity Strategy. The main role of the SGN is to provide connectivity to government entities in a secure manner. Currently, the following services are provided through the SGN:

- File sharing/exchange between government's entities connected through the SGN
- E-mail services (electronic services that include email messaging solution, calendar, personal communications tools, etc...)
- Inter-application communication
- Inter-Governmental Data communications through the Government Services Bus (GSB)
- Government Private Cloud Solution

### 2.2 Support and Maintenance

Winning bidder shall provide maintenance and support for SGN infrastructure at the E-government Operation Center (Ops Center) and the government entities. The items covered are the items specified in annex 5.2

Modee seeks an 24x7 support and maintenance services for the equipment mentioned in Annex 5.2 except for part(1) "SGN-Entities", we only need 8x5 Support. Modee seeks to maintain hardware relevant Operating System updates, general fixes, configuration, testing and license management in addition to clustering and load balancing software included.

Spare parts required under the scope of this RFP shall be provided and installed by the winning bidder at E-government Ops Center and the government entities when needed. The winning bidder has to use only genuine parts when replacing defected ones otherwise the winning bidder will be held responsible for all losses incurred due to using non-genuine spare parts or not adequate parts.

The winning bidder shall provide assistance to Modee staff in resolution of an existing or reported problems / changes for the environment under this RFP. Winning bidder shall respond to Modee inquiries according to the required response and resolution matrix (Refer to table 1).

Winning bidder should submit to Modee a list of qualified support engineers to be responsible for resolving reported incidents/problems highlighting the staff name with contact details.

Winning bidder shall insure that any changes in hardware items or its relevant software items setup should in no way affect SGN setup and its services.

Service support that shall be provided by the winning bidder must include Incident Management, Problem Management, Change Management, Release Management and Configuration Management.

## 2.3 Service Level Requirements

### 2.3.1 Severity Levels

A problem is a critical or serious loss of functionality. Severity level is a mean of assessing and documenting the impact of the loss of functionality to the winning bidder and the impact to the business. The severity level gives restoration or repair priority to problems causing the greatest impact to the business. Below is a description for the various severity levels:

#### Severity One (Urgent)

A severity one (1) issue is a catastrophic production problem which may severely impact the SGN Availability, In such case, part or all SGN components are down or not functioning; loss of production data and no procedural work around exists.

#### Severity Two (High)

A severity two (2) issue is a problem where the SGN is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of SGN business operations and productivity. The system is exposed to potential loss or interruption of service.

#### Severity Three (Medium)

A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss. A problem which impairs some operations but allows the SGN users/administrators to continue functioning. This may be a minor issue with limited loss or no loss of functionality or impact to the client's operation and issues in which there is an easy circumvention or avoidance by the end user.

#### Severity Four (Low)

Important problem but it can wait as there is no loss of functionality or impact to the client's operation and issues in which there is an easy circumvention or avoidance by the end user.

### 2.3.2 Response and Resolution Matrix

Table below describes the response and resolution time required for the different problems severities:

Severity	Response Time	Resolution Time
1	1 hour	4 hours
2	3 hours	2 days*
3	4 hours	5 days*
4	8 hours	9 days*

**Table 1 Response and Resolution Matrix**



- \* The day for 8x5 support is from Sunday to Thursday, from 8:30 AM to 4:30 PM  
The day for 24x7 support is a full 24 hours a day, 7 days a week.

**Note:**

Modee seeks an 24x7 support and maintenance services for the equipment mentioned in Annex 5.2 except for part(1) “SGN-Entities”, we only need 8x5 Support.

Where:

**Response Time:** Is the time taken to acknowledge receiving of reported incident calculated from the time of sending an email explaining the incident, opening a ticket on bidder ticketing system, or conducting a phone call with the assigned support engineer by the bidder or bidder’s first line of support.

**Resolution Time (Restoration Time):** Is the time taken to solve the reported incident completely. Resolution Time is calculated from the end of the defined response time for each severity level as shown in the above table.

## 2.4 Escalation Procedure and Penalties

The winning bidder is required to provide the support and maintenance services according to the Response and Resolution Matrix shown in table 1 above. Penalty will be deducted according to table 2 below:

If the response and restoration times shown above were exceeded for the various severities. If the winning bidder passed the Response Time: first level of escalation will be applied by notifying bidder’s Technical Support Manager, and assigned contact person.

If the winning bidder passed the Resolution Time: Modee is entitled to fix the problem and to apply penalty on the winning bidder in accordance with the following criteria in table 2 below and all costs incurred by Modee for fixing the problem shall be charged to the winning bidder and deducted from his dues or the performance bond.

Severity	Definition	Support Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of 5 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (5x24). If delay continues, then a penalty of 120 J.D. per day shall be applied and for the maximum duration of 3 days; after that, 3rd party will be called to fix the problem.
2	Should be done, near essential to business survival.	A penalty of 120 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 4 days; after that, 3rd party will be called to fix the problem.
3	Could be done, high benefit to business if time and resources are available.	A penalty of 80 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 5 days; after that, 3rd party will be called to fix the problem.
4	Important problem but can wait	A penalty of 80 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 10 days; after that, 3rd party will be called to fix the problem.

**Table 2 Penalties**

#### **Penalties for defaulting on PM**

A penalty of 100 JD per visit per location will be charged for not accomplishing the PM aforementioned responsibilities

### **3. SCOPE OF WORK**

- Bidders shall provide the support and maintenance services including licenses required to the SGN Infrastructure (listed in annex 5.2)
- Many equipments are under warranty and to be supported starting from the warranty end date as shown in annex 5.2.
- Vendor Support or mother company (Back to Back) is required (as listed in annex 5.2).
- The contract duration will be 24 months (730 days) as of the date of the order to proceed.
- All activities under this contract are subject to Modee Policies issued by e-Government Program i.e. password controls, security violations, unauthorized software, ... etc .
- The winning bidder shall abide by the e-Gov operations detailed change management procedures for any changes to the system.

#### **3.1 Component 1 – Hardware support & maintenance**

##### **Winning bidder activities**

- Provide 24 months on-site/off-site support and maintenance (including manpower maintenance services) for the SGN Infrastructure listed in Annex 5.2
- Assign qualified engineers with relevant qualifications for supporting and maintaining list of equipments under the scope of this RFP
- The Winning bidder shall conduct a site survey or use any other approach to verify and cross check the Items mentioned in Annex 5.2, against Serial No
- Coordinate planned outages with the Modee, all planned outages for the purpose of maintenance shall be conducted on Fridays, and if not, planned dates and times shall be agreed on with Modee and e-government Operations Center.
- Provide detailed implementation plan for any preplanned maintenance operation that may affect the SGN availability, functionality or stability, with necessity to provide roll-back plan before commencing with maintenance operation.
- Adhere to response and resolution times as per Response and Restoration Matrix shown in table 1 above.
- Support and maintain the Operating System of the hardware in terms of updates, patches, general fixes, configuration and testing in addition to clustering software and load balancing software included.

- List the contact information (including cellular phones, land line phones, faxes, e-mail address) of the people that should be contacted when the response and restoration time is approaching breach (50% or 75%) without feedback from the bidder, and at breach time, contact of higher management should be provided in this matrix.
- Granting Modee an access to a ticketing system that records all incidents reported, and generates reports of various incidents.
- Fill and provide Service Report for each service provided by the winning bidder.
- Fill and Report Request for Change Form for each change necessary to be applied on the setup.
- Carry out preventive maintenance tasks for eGovernment OPS Center and the SGN connected Government Entities, to be conducted four visits during contract duration noting that the preventive maintenance will be conducted physically at the headquarters of the entities and remotely for the branches. If the winning bidder doesn't perform any of the required preventive maintenance as shall be agreed with Modee and eGovernment Ops Center, then, Modee shall deduct, from the winning bidder's dues, the amount mentioned under the Special Conditions of the Sample Arabic Agreement attached to this RFP
- During preventive maintenance, winning bidder shall perform general check-ups, cleaning and testing of hardware systems status, identify the potential problems and report recommendation in the service reports
- Provide Modee with preventive maintenance signed reports (Service Reports)
- Fix the issues that appear during the preventive maintenance and checkups

**Technical proposal requirements**

The bidder is required to provide the following information in the technical proposal in relation to this component:

- Provide evidence for Cisco Gold, Microsoft and at least one of (Dell, HP, FUJITSU) Partnerships required to cover the scope of work for the mentioned components in this RFP. Refer to Annex 5.2 and to Section 4 of this RFP for more information about Sub-contracting
- The winning bidder is required to provide evidence of vendor support (mother company) for Cisco equipments.
- Approach on how to ensure providing the support and maintenance services according to the response and resolution time shown in table 1 of the RFP
- Demonstrate the technical capacity for local support for the required infrastructure components (Hardware and Software) that are described in Annex 5.2 of this RFP
- Provide the appropriate escalation procedures that guarantee corrective actions within a pre- determined time

- Approach for software patches and fixes management
- Provide resumes of qualified support engineers who shall be responsible for maintaining and supporting the SGN infrastructure under the scope of this RFP

#### **Financial proposal requirements**

The bidder is required to provide the following information in the financial proposal in relation to this component:

- Monthly rate for supporting and maintaining (For all activities mentioned in section 3 of this RFP) each of the items listed in Annex 5.2 of this RFP

#### **Deliverables**

The winning bidder is required to provide the following:

- Service Report of work performed for each activity by the winning bidder
- Preventive Maintenance Schedule

### **3.2 Component 2 – Supplying, Installing and Maintaining Spare Parts**

#### **Winning bidder activities**

In order to implement the features provided in section above, the winning bidder is required, to perform the following activities:

- Provisioning and installation of spare parts for all items specified in section 2 above. All cost incurred of any needed spare parts that will be installed should be included in the bidders lump sum price
- Whenever a spare part is required by Modee, the winning bidder shall specify and adhere to the delivery time of the required spare parts ensure availability of spare parts whenever required by Modee
- Winning bidder is required to use genuine spare parts when replacing defected ones, and winning bidder is required to seek Modee representative approval before installation, otherwise the winning bidder to be held responsible for all losses incurred due to using non-genuine spare parts or not adequate parts. Defected parts must be returned back to Modee
- Winning bidder shall be responsible to maintain the newly added spare parts during the duration of the contract and if any newly added spare part is required then it's winning bidder responsibility to supply, install and maintain these parts, and all cost incurred by the winning bidder should be included by the bidders lump sum price

- Provide a service report to register the reported incident, root cause, and followed procedures to solve issue when new equipment to be released or deployed

**Technical proposal requirements**

The bidder is required to provide the following information in the technical proposal in relation to this component:

- Describe the approach of supplying, installing and maintaining the needed spare parts for items listed in Annex 5.2 of this RFP

**Financial proposal requirements**

The bidder is required to provide the following information in the financial proposal in relation to this component:

- List costs associated with the supply, installation and maintaining spare parts in addition to all costs of professional services required

**Deliverables**

By completion of this component, the winning bidder is required to provide the following:

- Service Reports
- Installed spare parts

## 4. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

### 4.1 Response procedures

All inquiries with respect to this RFP are to be addressed to the Purchase Committee at Modee in writing by e-mail with the **subject: SGN Infrastructure Support and Maintenance**. Inquiries can only be addressed to [eGov\\_tenders@modee.gov.jo](mailto:eGov_tenders@modee.gov.jo) by **27/12/2021**. Responses will be sent in writing no later than **30/12/2021**. Questions and answers will be shared with all Bidders' primary contacts.

### 4.2 Response format

Bidders responding to this RFP should demonstrate up-to-date capabilities and experience in providing similar services and similar engagements of the same scope, size and nature especially in the public sector. These services and engagements are expected to be performed by the bidder during the last 5 years.

Bidders' written response to the RFP must include the following in addition to other technical proposal requirements shown above.

#### Part I: Technical Proposal

- Corporate capability statement : Corporate capability statement must include all the following:
  - Corporate technical capabilities and experience in implementing similar projects together with detailed description and reference to each component underlined in section 3.
  - Detailed proposed team resumes (each resume will be subjected to the approval of Modee, in case of replacements the winning bidder has to abide by the Modee requirements for replacements and approvals. In the implementation phase Modee reserves the right to request replacement of any resource that cannot fulfill the job)
  - Description and references to at least two similar projects performed in the last 5 years
  - If a bidder is a sub-contract, partners need to be specified with the rationale behind the partnership. Corporate capability statement should be provided for all partners.
  - Current client list, highlighting potential conflict of interest
- Technical proposal: The technical proposal should include the approach to achieving the scope of work defined in this RFP and delivering each of the major components as specified in the Deliverables section.
- In order for the evaluation to progress quickly and effectively, bidders are Requested to provide Part I of their proposal as per the format described in Annex 5.3, non-compliance to the specified format may lead to

disqualification.

## Part II: Financial Proposal

The financial proposal should include a cost summary and a detailed cost analysis section. The cost summary must provide a fixed lump sum price in Jordan Dinars for the overall scope of work and deliverables including all fees, taxes including sales tax. The supporting detailed cost analysis should provide a breakdown and details of the pricing should be provided. The day rates and expenses for any consultants should be included separately along with the time for which they will be required. The bidder will provide separately all professional fees and expenses (travel, project equipment, accommodation and subsistence, etc) for the duration of the project. The pricing should show the proposed linkage between deliverables and payments. Financial proposal should include the Form of Bid (خلاصة بدلات الأتعاب) and (نموذج عرض المناقصة) attached in the Arabic Sample Agreement under duly filled signed and stamped by the bidder. The Financial proposal should be submitted in separation of the technical Proposal. In order for the evaluation to progress quickly and effectively, bidders are requested to provide Part II of their proposal as per the format described in Annex 5.3.

- على الفريق الثاني ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %) إلا إذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (0) % (بموجب كتاب رسمي من هيئة الاستثمار يرفق مع العرض المالي) يتم عكس هذه النسبة على السعر المقدم من قبلها.
- في حال عدم توضيح الضريبة العامة على المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة 16 %.

## Part III: Bid Security

This part includes the original Bid Guarantee.

### 4.3 Response submission

Bidders must submit proposals to this RFP to Modee no later than 12:00 PM on 6/1/2022 (Amman Local Time).

Ministry of Digital Economy and Entrepreneurship

Tender No. 68eGovt2021

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship

8th circle



P.O. Box 9903  
Amman 11191 Jordan  
Tel: 00 962 6 5805642  
Fax: 00 962 6 5861059  
E-mail: [eGov\\_tenders@modee.gov.jo](mailto:eGov_tenders@modee.gov.jo)

Proposals should be submitted as 3 separate parts each part in a separate well-sealed and wrapped envelope clearly marked, respectively, as follows:

- **Part I “SGN Infrastructure maintenance and support”– Technical Proposal**. This part (envelop) should contain 3 hard copies (1 original and 2 copies) and 1 softcopy (CD) [in Microsoft Office 2010 or Office compatible formats]. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.
- **Part II ““SGN Infrastructure maintenance and support”– Financial Proposal**. This part (envelop) should contain 3 hard copies (1 original and 2 copies) and 1 softcopy (CD) [in Microsoft Office 2010 or Office compatible formats].
- **Part III “– Bid Bond”** This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible.

Note: Each CD should be enclosed in the relevant envelop. Late submissions will not be accepted nor considered and in case of discrepancy between the original hard copy and other hard copies and/or the soft copy of the proposal, the hard copy marked as original will prevail and will be considered the official copy. Proposals may be withdrawn or modified and resubmitted in writing any time before the submission date.

Regardless of method of delivery, the proposals must be received by Modee no later than 12:00 PM on 6/1/2022 (Amman Local Time). Modee will not be responsible for premature opening of proposals not clearly labeled.

#### 4.4 Response evaluation

All responses to the RFP will be evaluated technically and financially and the winning proposal will be selected on the basis of “best value” in terms of technical superiority as well as cost effectiveness. Technical and financial proposals shall be reviewed by the Purchase Committee at Modee and evaluated in accordance with the following procedure:

The overall proposal will be evaluated according to the following criteria:

- Overall Technical Proposal (50)%
- Overall Financial Proposal (50)%
- The overall bidder's mark will be calculated as follows:

$(50 * \text{least value of financial proposal}) / \text{bidder financial proposal value} +$   
 $(\%50 * \text{bidder technical mark})$

Technical proposal shall be first evaluated according to the following criteria:

- Past Experience in similar projects and track records **(25)**
  - Two relevant projects in the last five years from the date of proposal submission
- Staff Qualifications and Experience in relevant fields according to scope of work **(50)**
  - Account/project manager ( BSc. in related fields, 10 years of experience in similar field, related certification) 10 marks
  - Resume of three support engineers (BSc. in related fields, minimum 3 years of experience in similar field highlighting educational level and relevant technical certifications) 40 marks.
- Proposed Approach and Methodology in correspondence to the RFP requirements **(25)**

Only those bidders that qualify in the technical proposal will have their financial offers reviewed. The Financial proposal will be evaluated only for companies who qualify, based on a minimum acceptable score(70%). The financial offer of those who do not qualify will not be opened and will be returned. MODEE reserves the right not to select any offer. MODEE also assumes no responsibility for costs of bidders in preparing their submissions.

#### **4.5 Financial Terms**

Bidders should take into consideration the following general financial terms when submitting their proposals:

- All prices/rates should be quoted in Jordanian Dinars inclusive of all expenses, costs, overheads, governmental fees and taxes, including sales tax. Prices should not be linked to any other currency. Proposals that link the Jordan Dinar to any other currency will be rejected

- The type of Contract will be lump sum for the solution and activities listed in Section 2 and 3. Payments for items under the Section 2 and 3 shall be made upon finalization, handing over and submission of support and warranty guarantees
- The bidder shall bear all costs associated with the preparation and submission of its proposal and Modee will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process
- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity
- The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of fourteen thousand Dinars (14,000) in a separate sealed envelope. The bond will be in the form of a bank guarantee from a registered bank, operating in Jordan, selected by the bidder. The bidder shall ensure that the (tender bond) proposal security shall remain valid for a period of 90 days after the bid closing date or 30 days beyond any extension subsequently requested by the Purchase Committee, and agreed on by the bidder
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the Purchase Committee as being non-responsive pursuant to RFP
- The proposal security of the unsuccessful bidders will be returned not later than 30 days after the expiration of the proposal validity period
- The winning bidder is required to submit a performance bond of 10% of the total value of the bid.
- The proposal security of the successful bidder will be returned when the bidder has signed the contract and has furnished the required performance security
- The proposal security may, in the sole discretion of the Purchase Committee, be forfeited:
  - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP; or
  - In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract; or furnish the required performance security as set out in the contract
- The winning bidder has to pay the fees of the RFP advertisement issued in the newspapers
- The Modee is not bound to accept the lowest price bid and will reserve the right to reject any bids without the obligation to give any explanation
- Bidders must take into consideration that payments will be as specified in the tender documents and will be scheduled to cover for approved work and utilization according to specified rates and prices (refer to Payment form (1) (الملحق رقم 1) in the Arabic Sample Agreement in Annex 5.4)

## 4.6 Legal Terms

Bidders should take into consideration the following general legal terms when preparing and submitting their proposals:

- The bidders shall not submit alternative proposal. Alternative proposals will be returned unopened or unread. If the bidder submits more than one proposal and it is not obvious, on the sealed envelope(s), which is the alternative proposal, in lieu of returning the alternative proposal, the entire submission will be returned to the bidder and the bidder will be disqualified
- The proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by duly-legalized power of attorney. All of the pages of the proposal, except un-amended printed literature, shall be initialed by the person or persons signing the proposal
- Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(ies) to the proposal
- The bid shall contain an acknowledgement of receipt of all Addenda to the RFP, the numbers of which must be filled in on the Form of Bid attached to the Arabic Sample Agreement
- The Modee requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Purchase committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question

**Corrupt Practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

**Fraudulent Practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Modee, and includes collusive practice among Bidders (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive Modee of the benefits of free and open competition

- No bidder shall contact MODEE, its employees or the Purchase committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MODEE, its employees, the Purchase committee or the technical committee members in the tendering committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security

- The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration
- A business registration certificate should be provided with the proposal
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts
- MODEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise
- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by MODEE before tender submission; such amendments are to be issued as an addenda
- Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Purchase committee
- The Purchase committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the Purchase committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP
- The Ministry of Digital Economy and Entrepreneurship reserves the right to accept, annul or cancel the bidding process and reject all proposals at any time without any liability to the bidders or any other party and/withdraw this tender without providing reasons for such action and with no legal or financial implications to the Ministry of Digital Economy and Entrepreneurship
- The Ministry of Digital Economy and Entrepreneurship reserves the right to disregard any bid which is not submitted in writing by the closing date of the tender. An electronic version of the technical proposal will only be accepted if a written version has also been submitted by the closing date

- The Ministry of Digital Economy and Entrepreneurship reserves the right to disregard any bid which does not contain the required number of proposal copies as specified in this RFP. In case of discrepancies between the original hardcopy, the other copies and/or the softcopy of the proposals, the original hardcopy will prevail and will be considered the official copy
- The Ministry of Digital Economy and Entrepreneurship reserves the right to enforce penalties on the winning bidder in case of any delay in delivery defined in accordance with the terms set in the Sample Arabic contract. The value of such penalties will be determined in the Sample Arabic contract for each day of unjustifiable delay
- Bidders may not object to the technical or financial evaluation criteria set forth for this tender
- The winning bidder will be expected to provide a single point of contact to which all issues can be escalated. Ministry of Digital Economy and Entrepreneurship will provide a similar point of contact
- The Ministry of Digital Economy and Entrepreneurship is entitled to meet (in person or via telephone) each member of the team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, the Ministry of Digital Economy and Entrepreneurship reserves the right to request an alternative staff at no extra cost to Ministry of Digital Economy and Entrepreneurship
- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. Ministry of Digital Economy and Entrepreneurship will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan
- Written consent of Ministry of Digital Economy and Entrepreneurship must be obtained before sharing any part of this information as reference or otherwise
- Bidders are responsible for the accuracy of information submitted in their proposals
- The Ministry of Digital Economy and Entrepreneurship reserves the right to request original copies of any documents submitted for review and authentication prior to awarding the tender
- The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the Purchase committee prior to the deadline prescribed for proposal submission. Withdrawal of a proposal after the deadline prescribed for proposal submission or during

proposal validity as set in the tender documents will result in the bidder's forfeiture of all of its proposal security (bid bond)

- A bidder wishing to withdraw its proposal shall notify the Purchase committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of proposals
- The notice of withdrawal shall be addressed to the Purchase committee at the address in RFP, and bear the contract name "SGN Infrastructure Support and Maintenance" and the words "Withdrawal Notice"
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security
- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the Governmental Procurement By-Law No28 of 2019 and its Instructions, and any other provisions stated in the Standard Contracting sample Arabic Contract Agreement annexed to this RFP including general and special conditions, issued pursuant to said Government Procurement By-Law No28 of 2019 and its Instructions
- The winning bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with the highest generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Winning Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to The MODEE, and shall at all times support and safeguard The MODEE legitimate interests in any dealings with Sub-contractors or third parties
- If there is any inconsistency between the provisions set forth in the Sample Arabic Contract Agreement attached hereto or this RFP and the proposal of Bidder; the Sample Arabic Contract Agreement and /or the RFP shall prevail
- MODEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the investment community. The MODEE shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy such materials mentioned above and prepare derivative works based on them

- Bidders are not allowed to submit more than one proposal for this RFP. such proposals shall not be considered and will be rejected for being none-responsive to this RFP
- **Amendments or reservations on any of the Tender Documents:** Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the Contract shall prevail and shall be executed without additional cost to MODEE and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures
- Nothing contained herein shall be construed as establishing a relation of principal and agent as between The MODEE and the Winning Bidder. The Winning Bidder has complete charge of Personnel and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder
- The Winning Bidder, their Sub-contractors, and the Personnel of either of them shall not, either during the term or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, the Contract, or The MODEE business or operations without the prior written consent of The Ministry of Digital Economy and Entrepreneurship The Winning Bidder shall sign a Non-Disclosure Agreement with Ministry of Digital Economy and Entrepreneurship as per the standard form adopted by the Ministry of Digital Economy and Entrepreneurship. A confidentiality undertaking is included in Annex (5.4)
- Sample Arabic Contract Agreement Approval:
  - Bidders must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder.
  - Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض ملحق رقم (2) المناقصة) attached to the Arabic Sample Agreement under (2) and enclose it in their financial proposals
  - Bidders must fill out the summary payment schedule form sub Annex 3 (الملحق رقم 3) which is part of the Arabic Sample Contract version provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal



- Bidders must also fill out and duly sign the Financial Proposal Response Formats under Annex (5.3) of this RFP and enclose it in the financial proposals
  - Proposals that do not include these signed forms are subject to rejection as being none responsive
- PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Winning Bidder nor their Sub-contractors nor their personnel shall engage, either directly or indirectly, in any of the following activities:

- During the term of the Contract, any business or professional activities in Jordan or abroad which would conflict with the activities assigned to them under this bid; or
- After the termination of this Project, such other activities as may be specified in the Contract.

- INTELLECTUAL PROPERTY RIGHTS PROVISIONS

- Intellectual Property for the purpose of this provision shall mean all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields
- Contract Material for the purpose of this provision shall mean all material (includes documents, equipment, software, goods, information and data stored by any means):
  - a) Brought into existence for the purpose of performing the Services;
  - b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
  - c) Copied or derived from Material referred to in paragraphs (a) or (b);
- Intellectual Property in all Contract Material vests or will vest in The MODEE. This shall not affect the ownership of Intellectual Property in any material owned by the Winning Bidder, or a Sub-contractor, existing at the effective date of the Contract. However, the Winning Bidder grants to The MODEE, or shall procure from a Sub-contractor, on behalf of The MODEE, a permanent, irrevocable, royalty-free, worldwide, non-exclusive license (including a right of sub-license) to use, reproduce, adapt and exploit such material as specified in the Contract and all relevant documents

- If requested by The MODEE to do so, the Winning Bidder shall bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to these provisions
  - The Winning Bidder shall at all times indemnify and hold harmless The MODEE, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred from any claim, lawsuit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Sub-contractors in connection with the performance of the Services or the use by The MODEE of the Contract Material. This indemnity shall survive the expiration or termination of the Contract
  - The Winning Bidder not to benefit from commissions discounts, etc. The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration
- THIRD PARTY INDEMNITY

Unless specified to the contrary in the Contract, the Winning Bidder will indemnify The MODEE including its officers, employees and agents against a loss or liability that has been reasonably incurred by The MODEE as the result of a claim made by a third party:

- Where that loss or liability was caused or contributed to by an unlawful, negligent or willfully wrong act or omission by the Winning Bidder, its Personnel, or sub-contractors; or
  - Where and to the extent that loss or liability relates to personal injury, death or property damage.
- LIABILITY
    - The liability of either party for breach of the Contract or for any other statutory cause of action arising out of the operation of the Contract will be determined under the relevant law in Hashemite Kingdom of Jordan as at present in force. This liability will survive the termination or expiry of the Contract. Winning bidder's total liability relating to contract shall in no event exceed the fees Winning bidder receives hereunder, such limitation shall not apply in the following cases (in addition to the case of willful breach of the contract):

- Gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, an indemnity in respect of third party claims for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services, infringement of Intellectual Property Rights

#### **4.7 CONFLICT OF INTEREST**

- The Winning bidder warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict
- If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing The MODEE immediately that conflict or risk of conflict becomes known
- The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to The MODEE such activity or interest
- If the Winning bidder fails to notify The MODEE or is unable or unwilling to resolve or deal with the conflict as required, The MODEE may terminate this Contract in accordance with the provisions of termination set forth in the Contract

#### **4.8 SECRECY AND SECURITY**

The Winning bidder shall comply and shall ensure that any sub-contractor complies, so far as compliance is required, with the secrecy and security requirements of The MODEE, or notified by The MODEE to the Winning bidder from time to time

#### **4.9 DOCUMENT PROPERTY**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the winning bidder in accordance with the Contract shall become and remain the property of The MODEE, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to The MODEE, together with a detailed inventory thereof. Restrictions about the future use of these documents, if any, shall be specified in the Special Conditions of the Contract

#### **4.10 REMOVAL OR/AND REPLACEMENT OF PERSONNEL**

- Except as The MODEE may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Winning bidder, it becomes necessary to replace any of the key Personnel, the Winning bidder shall provide as a replacement a person of equivalent or better qualifications and upon MODEE approval
  
- If The MODEE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Winning bidder shall, at The MODEE's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to The MODEE

#### **Other project-related terms**

MODEE reserves the right to conduct a technical audit on the project either by MODEE resources or by a third party

## **5. ANNEXES**

**ANNEX 5.1: RFP DEADLINES**

**ANNEX 5.2: SGN INFRASTRUCTURE COMPONENTS**

**ANNEX 5.3: FINANCIAL PROPOSAL RESPONSE FORMAT**

**ANNEX 5.4: CONFIDENTIALITY AGREEMENTS**

**ANNEX 5.5: SAMPLE ARABIC AGREEMENT**

**ANNEX 5.1: RFP DEADLINES**

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	26/12/2021 - 4/1/2022
Deadline for submission of bidders' questions to RFP	27/12/2021
Expected date for answers to bidders' questions	30/12/2021
Proposal deadline	6/1/2022

## **ANNEX 5.2: SGN INFRASTRUCTURE COMPONENTS**

**Attached**

### ANNEX 5.3: FINANCIAL PROPOSAL RESPONSE FORMAT

Please indicate the overall estimated cost of your proposed solution.

Cost should be broken down as per the schedules below as well as the detailed scope of work presented in section 3 of this document.

The price quotation should be all-inclusive fixed lump sum price and provided in Jordanian Dinars (JD). All prices are inclusive of all fees and taxes. All prices are for site delivery.

**Project Total Cost (Lump Sum Contract Amount) for the total compensation for the whole work contemplated under this proposal:**

Services	Amount
Infrastructure Support and Maintenance	
Other	
<b>Total</b>	

**Total Amount in Words: (Only -----Jordanian Dinars)**

#### *Detailed Cost*

##### **1. Infrastructure Support and Maintenance**

Serial Number	Machine Description	Monthly Cost in JOD*	Total Cost for 24 months
<b>Total</b>			

**Total Amount in Words: (Only -----Jordanian Dinars)**

**\*Shall include all costs associated with providing the infrastructure maintenance and support services mentioned in section 3 and 2 above, all cost associated with conducting the preventive maintenance and adhering to the response and restoration matrix, as well as the cost of supplying, installing and maintaining the required spare parts**

**\* The cost of the Items that will be replaced by MoDEE, will be deducted from the due payment**



**2. Other Costs (if any)**

**Note (1):** The Itemized Financial Proposal will be examined prior Contract Award in order to ascertain that the items are correctly calculated. The itemized prices are for reference only and the lump sum price shall constitute all costs ...etc incurred by the bidder for the execution of the project. Should any arithmetical error be found, it will be corrected and the Proposal Value will be amended accordingly. Modee encourages all bidders to study carefully their prices and to submit their final and lowest prices.

**Note (2):** The bidder shall also take into account that all the rates quoted in his Price Proposal shall be fixed throughout the Contract duration and that no adjustment to such rates shall be accepted by Modee, except when otherwise provided for in the Contract

## ANNEX 5.4: CONFIDENTIALITY AGREEMENTS

### Confidentiality Undertaking

---

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Jordan Investment Board, “[Principal]” [5th Circle, P.O. Box 893, Amman 11821 Jordan].

**WHEREAS**, Modee possesses certain financial, technical, administrative and other valuable Information (referred to hereinafter as Confidential Information)

**WHEREAS**, [Consultant], while performing certain tasks required by the Principal in connection with the ..... (The Project), did access such Confidential Information,

**WHEREAS**, the Principal considers the Confidential Information to be confidential and proprietary.

#### **Confidential Information:**

As used in this Agreement, the term “Confidential Information” means all information, transmitted by Principal or any of its subsidiaries, affiliates, agents, representatives, offices and their respective personnel, consultants and winning bidder, that is disclosed to the Winning bidder or coming to his knowledge in the course of evaluating and/or implementing the Project and shall include all information in any form whether oral, electronic, written, type written or printed form. Confidential Information shall mean information not generally known outside the Principal, it does not include information that is now in or hereafter enters the public domain without a breach of this Agreement or information or information known to Winning bidder by Third Party who did not acquire this information from Principal”.

The Consultant hereby acknowledges and agrees that;

- (1) The Confidential Information will be retained in the Principal’s premises and will not be moved without the express written consent of the Principal. All Confidential Information shall be and remain the property of the Principal, and such Confidential Information and any copies thereof, as well as any summaries thereof, shall be promptly returned to the Principal upon written request and/or destroyed at the Principal's option without retaining any copies. The Winning bidder shall not use the Confidential Information for any purpose after the Project.
- (2) It will use all reasonable means and effort, not less than that used to protect its own proprietary information, to safeguard the Confidential Information.
- (3) The Winning bidder shall protect Confidential Information from unauthorized use, publication or disclosure.
- (4) It will not, directly or indirectly, show or otherwise disclose , publish, communicate, discuss , announce, make available the contents of the Confidential Information or

any part thereof to any other person or entity except as authorized in writing by the Principal.

- (5) It will make no copies or reproduce the Confidential Information, except after the Principal's written consent.

**Remedy and damages:**

The Winning bidder acknowledges that monetary damages for unauthorized disclosure may not be less than 20% of the Project and that Principal shall be entitled, in addition to monetary damages and without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

**Employee Access and Control of Information**

It is understood that the Winning bidder might need from time to time to discuss the details of confidential Information with other individuals employed within its own or associated companies in order to support, evaluate, and/or advance the interests of the subject business transaction. Any such discussion will be kept to a minimum, and the details disclosed only on a need to know basis. Prior to any such discussion, the Winning bidder shall inform each such individual of the proprietary and confidential nature of the Confidential Information and of the Winning bidder's obligations under this Agreement. Each such individual shall also be informed that by accepting such access, he thereby agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the Winning bidder agrees to be and remain jointly and severally liable for any disclosure by any such individual that is not in accordance with this Agreement.

**Miscellaneous**

The obligations and rights of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates. This Agreement may be amended or modified only by a subsequent agreement in writing signed by both parties. Winning bidder may not transfer or assign the Agreement or part thereof. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Principal, its agents or employees, nor shall any waiver of any provision of this Agreement constitute a waiver of any other provision(s) or of the same provision on another occasion. This Agreement shall be construed and enforced according to Jordanian Law. The Winning bidder hereby agrees to the jurisdiction of the Courts of Amman, Jordan and to the jurisdiction of any courts where the Principal deems it appropriate or necessary to enforce its rights under this Agreement.

**Term of Agreement**

The obligations of the parties under this Agreement shall continue and survive the completion of the Project and shall remain binding even if any or all of the parties abandon their efforts to undertake or continue the Project.

IN WITNESS WHEREOF, the Winning bidder hereto has executed this Agreement on the date first written above.

**Consultant:**

**By:** \_\_\_\_\_

**Authorized Officer**

## **ANNEX 5.5: SAMPLE ARABIC AGREEMENT**

**Attached**