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**THE PETRA DEVELOPMENT AND TOURISM REGION  
AUTHORITY (PDTRA)**

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**سلطة اقليم البترا الترموي السياحي**

**REQUEST FOR PROPOSAL**

**FOR**

**Support and Maintenance Services Contract for the Petra  
Development & Tourism Region Authority**

**Date: 9/June /2010**

**RFP Ref. 6/2010**

**Deadline: 17 /June /2010**

## **DISCLAIMER STATEMENT**

This document is a request for proposals (RFP) and shall not be construed in whole or part as a direct or indirect order, or as a request or authorization to perform work or provide goods. The Petra Development and Tourism Region Authority is under no obligation to award a contract in response to this RFP's proposals.

The information in this RFP is intended to enable the recipient to formulate a proposal in response to the project requirements set forth. Although this RFP contains adequate information, bidders must conduct their own independent diligent assessments and investigations regarding the subject matter of this RFP.

The Petra Development and Tourism Region Authority does not guarantee the accuracy, reliability, correctness and/or completeness of the information contained within this RFP and any attached documents. The bidder shall be solely responsible for identifying and requesting any further information that may be required to prepare a complete proposal.

This RFP shall constitute part of the contract that will be signed between the Petra Development and Tourism Region Authority and the winning bidder.

**Support and Maintenance Services Contract for  
The Petra Development & Tourism Region Authority**

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## 1.0 INTRODUCTION

- 1.1. The Petra Development & Tourism Region Authority requests proposals for one year maintenance contract with a company who has experience in deploying and maintaining network system functioned by windows system and should be supervised by a qualified and certified technical team.
  
- 1.2. All questions and tenders shall be in English and all cost must be expressed in Jordanian dinar and must be addressed in written form letter to Eng. Belal Twaissi, PDTRA/Jordan director of Information System Department by fax (962-3) 2157-091. Or by email contact at: it@pra.gov.jo, Phone calls will not be entertained.
  
- 1.3. The specific objectives of the requested proposal are:
  - 1.3.1. Signing a maintenance contract for one year , which includes Installing MS Applications if needs, Maintaining , updating and troubleshooting MS applications among 5 servers which are:
    - 1.3.1.1.DC Server: contains the domain controller DNS and DHCP.
    - 1.3.1.2.Mail: Contains Exchange server 2010 and Backup domain controller.
    - 1.3.1.3.ISA Server: Contains TMG application
    - 1.3.1.4. Two heavy duty application servers.
    - 1.3.1.5. all servers are HP DL 380 G6 and have been deployed by MS Win Svr 2008 Std/Ent
  
  - 1.3.2. The offers should give a training course to the IT PDTRA Staff for 7 hours per day and minimum for 1 week.

## **2.0 TECHNICAL PROPOSAL**

2.1 Technical proposal should cover maintenance agreement for MS products enterprises including:

- Installing if the system needs,, activating and maintaining windows server 2008 on all PDTRA servers.
- Maintains, backups and update services & polices of Domain Controller servers.
- Active director services; automated desktop deployment and management (BDD), centralized & secure management of network resources.
- Installing and activating MS ISA server (2006) and troubleshooting ISA polices and services
- Installing, activating and troubleshooting exchange server (2010) and monitoring exchange services
- Installing, activating and maintaining MS DNS server.
- Installing, configuring and updating Trend micro application on servers (Antivirus applications from PTDRA).
- Installing, configuring and troubleshooting AS 5505 firewall.
- Installing, activating, and maintaining backup storage procedures.

## **3.0 TERMS & CONDITIONS**

3.1 The annual support services agreement should cover the PDTRA main servers and services, and will be based on the following terms and conditions:

- The services must be 24 hr daily through working hours and after, and 7 days including holidays and should be in the site if the situation is critical.

- Deliver a complete technical report to the IT Manger of PDTRA including any installation, updates, troubleshooting and configurations of the servers, the services should be documented and reviewed by the IT Manager..
- Provide consultations to PDTRA IT Staff for the advanced applications or services and should do any procedure to avoid further direct damages caused by viruses or any inconsistency applications or released patches.
- The bidders have the right to do site survey of the premises in Petra by coordinating with the IT Manager and should be done through the fifth and the sixth day from the date of releasing quotation.

### 3.2 Process of responding and resolving problems:

- The first step in the process of responding and resolving problems should be started by calling to the Help desk system through working days to initiate a ticket, addressing to the concerned people to take the appropriate action.
- All actions must be categorized through priorities as mentioned in the below response table
- In some situations where (criticality ) One issues might take place out of working day hours (for 24x7 enterprise support, and 24x7 small business support),Agreement should commit to deliver specific cellular phone numbers that enables Petra Development and Tourism Region Authority to reach their support team for immediate actions upon signing the contract.
  - 1) Criticality is measured on a scale of 1 to 3, 1 being the most critical and 3 is the least critical.
  - 2) The ‘Priority’ of the response also depends on who the end-user facing the problem and depends on the urgently of the case is. The higher-up the end-user is at the organization, the higher the priority.
  - 3) Priority is described as high, medium and low.

- High ,Extremely important & urgent issue or the end-user is a VIP
- Medium Important issue or the end-user is a Manager
- Low Important but does not require an immediate solution

4) The table below summarizes the definition of each of the 3 critical levels and their appropriate response:

<b>Severity level</b>	<b>Definition</b>	<b>Response &amp; Restoration</b>
1	<p>MUST BE DONE. ESSENTIAL</p> <ul style="list-style-type: none"> <li>▪ Critical system/application component(s) is inoperable</li> <li>▪ Significant existing data is/will be lost</li> <li>▪ Major threats to data integrity and service provision</li> <li>▪ Problems with no alternative action (high impact) <b>Examples</b> <ul style="list-style-type: none"> <li>E-mail Servers Operating Systems crashing</li> <li>Mail Services Down</li> <li>Intrusion, hacking or a virus on the AD Servers or Mail server or the network threatening data integrity</li> <li>AD related services that renders mail services unavailable</li> <li>File or Print services are not available.</li> <li>Internet browsing services are not available.</li> </ul> </li> </ul>	Response within 3 hours
2	<p>SHOULD BE DONE. NEAR ESSENTIAL TO CRITICAL OPERATION</p> <ul style="list-style-type: none"> <li>▪ Medium threats to data integrity and service provision</li> <li>▪ Potential threat, existing data could be lost</li> <li>▪ Problems with no alternative action (medium impact)</li> <li>▪ problems with alternative action (high impact) <b>Examples:</b> <ul style="list-style-type: none"> <li>□ Active Directory related Services not Available - mail services still available</li> <li>Problems with Clustering services on one node mail services still available</li> <li>E-MAIL Delay issues</li> <li>Mail Web Access is Down</li> <li>Web server down.</li> <li>Forefront for exchange service is not available.</li> </ul> </li> </ul>	Response within 24 hours

3	<ul style="list-style-type: none"> <li>▪ SHOULD BE DONE. NONE CRITICAL SERVICES OR IMPACT □ Minor threats to data integrity</li> <li>▪ Efficiency problems (high impact)</li> <li>▪ Problems which impact customers (low impact)</li> <li>Problems with no alternative action (low volume/impact)</li> <li>Permanent fix for SEVERITY 1&amp; 2 problems where interim solution/workaround has been provided</li> <li>▪ Non-critical system/application component(s) is inoperable</li> <li>Examples Microsoft SCOM 2007 service is unavailable.</li> <li>WSUS service is not available.</li> </ul>	Response within 48 hours
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3.3 Onsite training for all Microsoft products (mentioned above) for one week, for the duration of 7 hours a day.

#### 4.0 EVALUATION CRITERIA

The evaluation of the successful proposal shall be based on the highest level of receptiveness to the PDTRA’s requirements and shall not be solely restricted to the lowest cost proposed.

A proposal to be considered unsuitable shall be rejected if it does not respond to important aspects of the terms & conditions or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The evaluation of the received proposals is based on a combination of the technical proposal evaluation, the financial proposal evaluation to conclude the assignment. The criteria of the evaluation will comprise these key elements with a total of 100 points, which is divided into several evaluation segments. A proposal which obtains less than 75/100 in the technical proposal will disqualify and therefore not be evaluated financially.

4.1 The technical proposal will be rated according to the following criteria:-----

<b>Technical Evaluations Factors</b>		<b>Attainable Score</b>
<b>1. Profile of the bidding firm and relevant experience</b> <i>(Total of 10 points)</i>	1.1 Company credentials	5%
	1.2 Relevant experience	5%
	Sub-Total	10%
<b>2. Methodology</b> <i>(Total of 20 points)</i>	2.1 Methodology	
	Sub-Total	20%
<b>3. Qualifications &amp; competence of personnel</b> <i>(Total of 10 points)</i>	3.1 Total personnel experience	5%
	3.2 relevant personnel experience	5%
	Sub-Total	10%
<b>4. Responsiveness to the terms &amp; conditions</b> <i>(Total of 30 points)</i>		
	Sub-Total	30%
<b>Total</b>		<b>70%</b>

#### 4.2 Evaluation of Financial Proposals (30 points)

If the technical proposal achieves the minimum of (75 % \* 70), the financial evaluation will be taken into account in accordance to these guidelines:

The total amount of points for the cost component is 30. The maximum number of points shall be allotted to the lowest fees proposed by the qualified bidders the points for the other proposals are computed by dividing the lowest proposal by each subsequent proposal, and multiplying the result by the total points allocated

## 5.0 VENDOR INFORMATION FORM

This form must be filled and included with your submitted proposal.

Please answer questions on separate sheet.

### 5.1 Vendor Information

1. Company Name
2. Address
3. Contact Name/Title
4. Telephone Number

### 5.2 Statement of Vendor's Qualifications

1. How many years have you been engaged in similar activities with brand names under the present firm name?
2. Has your company ever failed to complete any work awarded? If yes, please explain.
3. Has your company ever defaulted on a contract or been sued for failure to comply with contract terms? If yes, please explain.
4. List similar projects completed by your company. Include contact names and numbers.
5. Describe the background experience of the personnel who would be assigned to this project. Include their names, telephone numbers and his certificates.
6. Include any additional information that you think will be helpful in evaluating your proposal.

**BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE BELOW, COMPANY AGREES THAT THE ATTACHED PROPOSAL IS PER THE SPECIFICATIONS SET, AND EXCLUDING ANY EXCEPTIONS NOTED IN COMPANY'S PROPOSAL, COMPANY ACCEPTS THE TERMS AND CONDITIONS OF THE RFP.**

Signature	
Printed Name	
Title	
Date	

6.0 PART 2- PARTICULAR CONDITIONS

**CONTRACT AGREEMENT BOOK  
FOR CONSTRUCTION PROJECTS**

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**Project Name: Support and maintenance Services contract for  
The Petra Development & Tourism Region Authority**

**Tender No: 2010/6**

- A- Instructions to Tenderers
- B- Particular Conditions
- C- Additional Particular Conditions
- D- Forms of Tender, Guarantees, Agreements and Data

This part of the unified Contract Agreement Book is considered complementary to the General Conditions part one, and the following Conditions shall be considered as Particular Conditions of this Contract. Whatever stated in these Particular Conditions such as addition, deletion or amendment to the General Conditions Clauses shall prevail and to be taken into account to the extent that clarifies or adds or amends these Clauses

## A- Instructions to Tenderers

Tender No. ( 2010/6 )

**Project Name: Support and maintenance Services contract for  
The Petra Development & Tourism Region Authority**

- (1) Contractors who are entitled to purchase the Tender Documents as per the advertisement for this Tender and willing to participate in the Tender may apply to obtain a copy of the Tender Documents distributed as mentioned in the Invitation to Tender upon payment of the price quoted for the said Documents.
- (2) The Tender Documents for this Project include the following:
  - The Invitation to Tender including the advertisement
  - Part one:** General Conditions of Contract.
  - Part two:**
    - a- Instructions to Tenderers.
    - b- Particular Conditions.
    - c- Additional Particular Conditions.
    - d- Forms of Tender, Guarantees, Agreements Data.
  - Part three:**
    - General and Particular Specifications.
    - Bills of Quantities and Rates.
  - Part four:** Drawings.

### Preparation and Submission of Bids

#### Submission of Bids:

- (3) Any one who wishes to participate in this Tender shall visit the Site of Work and become acquainted with it and shall obtain, by himself and at his own responsibility, all expenses of information required to submit his Bid, and to understand its nature, the circumstances pertaining to the project, all local customs, Work conditions and all other matters related to the Tender or those which affect the pricing of his Bid .
  - a. The Bid shall be submitted using the Letter of Tender included in this book, the Bidder shall fill in the forms, the Bill of Quantities and rates, any other schedules or addenda and shall sign the Tender Documents in the specified places.
  - b-The unit prices in the Bill of Quantities shall be filled out in numbers and in words in a clear manner.
  - c- It is not permissible to make any amendments to the Tender Documents by the Bidder, if the Bidder makes any amendment or if he violates any of these Instructions, this will lead to the rejection of his Bid.

But if the Bidder wishes to submit an alternative Bid, he could submit that in a separate letter attached to the Bid, provided that he submits the original Bid as required in the conditions and the concerned Tenders Committee has the right to consider his alternative Bid or reject it.
- (4) The Bidder shall submit his Bid in accordance with the manner required in these Instructions and the Invitation to Tender and the Bid shall include the following information:
  - a. The status of the Tenderer's firm, the letter of authorization to the person empowered to sign in his behalf, and if there is a partnership in the form of a joint venture, then the companies who are part of the joint venture

shall submit the joint venture agreement jointly and severally (binding them both and each) and the parties to the joint venture shall sign the Bid, and submit the Guarantees and Securities in their names jointly.

- b. Experience and qualifications of the Bidder, description of Projects previously executed, and the Projects currently under construction, stating its actual executed percentage in real figures.
- c. State the names of the Subcontractors he intends to employ in the execution of the Work, provided that he nominates the Electromechanical Works Subcontractor, provided that this nominated Subcontractor shall be classified in the same grade as the main Contractor or in the subsequent lower grade.
- d. Submit with his Bid a Financial Guarantee or a certified check to the interest and to the order of the Employer in the amount specified in the (Appendix to Tender) as an indication of his seriousness to participate in the Tender, this Guarantee shall be issued by a bank or a financial establishment each of them licensed to work in Jordan.  
These Guarantees shall be returned to Bidders who are not awarded the Tender as may the concerned Committee decides within (7) days from the date of the Tender award or the expiry date of the Tender Guarantee whichever comes first. The Tender Guarantee of the successful Bidder shall be returned after submitting the Performance Guarantee and signing the Contract.  
But if the Bidder is from a country where Bonds are used, then the Bidder shall submit a prior request to the Employer to know if such Bonds are acceptable in all circumstances. Such Bonds shall be ratified by local banks upon submitting them.
- e-The Bidder's full formal address: If the head office of the main Bidder is outside Jordan, he shall specify an address in Jordan to be considered as his formal address to which all correspondence and notifications to be sent to. Any notice or letter sent by registered mail to this address shall be considered as if it has been handed to him.
- f, Submit a price analyses of the main items specified in the Tender showing the cost of materials, plants, workmanship, administrative overheads, and profits to execute all Work items in full.
- g- Any other information or data shall be submitted by the Bidder or attach it with his Bid if it is requested in accordance with the Additional Particular Conditions, or the Particular Specifications or these Instructions.

(5) The prices quoted by the Bidder against the items in the Bill of Quantities shall be considered to be the total value of the Work for each of these items and its execution and remedy of any defects therein according to the Contract, it also includes preliminary works (unless separate items provided for the preliminary works in the Bill of Quantities.)

**(6) Clarification of Ambiguity:**

If there is any ambiguity or contradiction in the Tender Documents or if there is a need to clarify any ambiguity in the Tender Documents, the Bidder shall submit a request in writing to the chairman of the concerned Tenders Committee to clarify any ambiguity at a date not later than (7) days prior to the date specified for opening the Bid. Answers to enquiries shall be distributed in writing to all participating Bidders and it is not permissible to consider such clarification to be taken as a justification to request extension of the time set for submission of Bids.

**(7) Submission of Bids:**

a- Bids shall be submitted complete in a sealed envelope marked on the outside, Tender number ( **6 /2010** ) for the Project **Support and maintenance Services contract for The Petra Development & Tourism Region Authority**

- a - And the name of the Bidder, the Bid shall be deposited in the tenders' box specified by the concerned Tenders Committee in the Invitation to Tender on or before the date and time specified for submission of Bids.

- b- Any Bid submitted after the date of submission shall be rejected and returned unopened to the Bidder.
- c- Bids are usually opened in an on open session in the presence of Bidders who choose to attend, unless stated to follow another way in the Invitation to Tender.

**(8) Bids Bindability:**

The Bid submitted shall be deemed bidding to the Bidder and may not withdraw this Bid after submission and shall remain binding to the Bidder for a period of (90) days starting from the date of submission of Bids unless a longer period of commitment is specified in the Invitation to Tender.

**(9) Currencies of payment and Bid price:**

The Bidder shall quote his prices in Jordanian Dinar, unless otherwise provided in the Invitation to Tender. If other currencies of payment mentioned in the Letter of Tender, these currencies and their rate of exchange shall be specified at the Base Date.

## **Evaluation of Bids and Award of Tender**

**(10) Evaluation of Bids:**

Bids shall be studied and evaluated in accordance to the Government Tenders Instructions issued pursuant to the Government Works Regulation (Bylaw), which the Bidder is supposed to be well informed and aware of these Regulations.

**(11) Methods for Checking Bids :**

- a. If an error is found in the Bid or a contradiction between the total sum of any value and what should this total sum be by applying to the unit price. The concerned Committee has the right to amend the total sum according to the application of the unit price; therefore the total price or the total sum of the Bid shall be amended accordingly.
- b. If the stated figure in numbers differs from that stated in words, then the words shall be considered bidding and the sum shall be corrected accordingly.
- c. If there is any error in any arithmetical operations, the sum shall be corrected and this corrected sum shall be bidding to the Bidder.
- d. If the Bidder did not quote a price to or more than one item, the concerned committee has the right to either reject the Bid, or consider these not priced items as being included in the price of other items and the Bidder shall execute them (if awarded the Tender) free of charge.
- e. If the Bidder wrongly quotes a price to an item or in an exaggerated manner, the concerned committee has the right to:
  - 1. Reject the Bid, or
  - 2. Amend the prices with the Bidder's consent taking into consideration the current market price and the

prices quoted by other Bidders (provided that the total sum of the Bid remains after these amendments equal or less than the sum of the Bid after the arithmetical check).

- (12)** The concerned Tenders Committee reserves the right to ignore any Bid not in compliance with these Instructions and to practice its jurisdiction in accordance with the provisions of the Government Works

Regulations (Bylaw) and to award the Tender without being bound to accept the lowest priced Bid. Unsuccessful Bidders shall have no right to claim any compensation from the Employer in concern of this.

### **Guarantees ( Securities)**

#### **(13) Performance Security (Performance Guarantee):**

The winning Bidder shall sign the Contract within a period of (14) days from the date that he was notified in writing that he was awarded or sole sourced the Tender to him. The Bidder shall submit the Performance Guarantee to the Employer upon signing the Contract Agreement according to the attached Form of Guarantee, the amount of this Guarantee issued by a bank or any financial establishment licensed to work in Jordan shall be as specified (in the Appendix to Tender) to guarantee the full execution of the Contract obligations and for payments due on the Contractor in order to fulfill the Contract objectives.

In case the Bidder refuses or fails to sign the Contract Agreement or he is unable to submit the required Performance Guarantee, then, the Employer is entitled to forfeit the Tender Guarantee enclosed with his Bid without resorting to the Judiciary and the Bidder shall have no right to claim for the said Guarantee or for any other compensation in this regard.

#### **(14) Defects Liability Guarantee:**

The Contractor shall submit to the Employer upon receipt the Taking Over Certificate, a Defect Liability Guarantee in the amount of 5% of the value of the executed Works, as a Guarantee for completion of outstanding Works and remedying defects for the period stated in the Appendix to Tender, provided that this Guarantee shall be issued by a bank or a financial establishment each of them licensed to work in Jordan .And upon submitting this Guarantee to the Employer, the Performance Guarantee shall be returned to the Contractor.

**7.0 LETTER OF TENDER**

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Project: Tender No: -----

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**To : Messer’s (The Employer):** -----

We have visited the Site and become acquainted with its surrounding conditions and we have examined the Conditions of Contract, Specifications, Drawings, Bill of Quantities, Appendix to Tender, the other Schedules and Addenda Nos.....for the execution of the above-named Works. We, the undersigned, offer to execute, complete, hand-over and remedy any defects therein in conformity with this Tender which include all the above-mentioned documents, for a total sum ----- of Or such other sum as may be determined in accordance with the Conditions of Contract.

We accept the appointment of the Dispute Adjudication Board in accordance to 'Chapter Twenty' of the Contract conditions and we shall reach an agreement on assigning it's members according to the Appendix to Tender. We agree to abide by this Tender for a period of (90) days starting from Tenders submission date and it shall remain binding upon us and may be accepted at any time before the expiration of this period. We acknowledge that the Appendix to Tender forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security in accordance with Clause (4/2) of the Conditions of Contract, commence the Works at the Commencement Date, and complete the Works, hand it over and remedy any defects therein in conformity with requirements of the Tender Documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this “Letter of Tender” together with the “Letter of Acceptance or Decision of award” shall constitute a binding contact between us.

We also understand that you are not bound to accept the lowest or any tender you may receive.

This offer is edited on day ----- month ----- year-----

Bidder’s signature: ----- witness: -----

## §.0 APPENDIX TO TENDER

Project:

Tender No: -----

Item	Clause No.	Data
The Employer's Name: Address:	1/1/2/2 and 1/3	
The Engineer's Name: Address:	1/1/2/4	
The Contractor's Name: Address:	1/1/2/3 and 1/3	
Tender Guarantee	Instructions	( 5% ) Jordanian Dinars
Defects Liability Guarantee	Instructions	(-----) of the Contract Price
Time for Completion of the Works	1/1/3/3	( 365 ) Days from the Commencement Date
Defects Notification Period	1/1/3/7	(-----) Calendar Days
Governing Law	1/4	Jordanian Laws in effect
Ruling Language	1/4	The Arabic Language
Language for Communications	1/4	The Arabic Language
Time for access to the Site	2/1	(7) Days after Commencement Date
Amount of Performance Guarantee	2/4	(10%) of the Accepted Contract Amount
Quality Assurance System	4/9	Not Required Required
Normal working hours	6/5	(8) Hours a day, (6) days a week
Time for Commencement of Works after Commencement Date	8/1	(15) Days, this period is considered included in the Time for Completion
Amount of Delay Damages	8/7	( ---- ) JD per each delay day
Maximum amount of Delay Damages	8/7	(15%) of the Accepted Contract Amount
Bonus for Early Completion	8/13	( ----- ) JD per each early day
The period defined to the Taking Over Committee for Works of hospitals and power stations projects and the like	10/1	(28) Days
The Percentage rate to be paid to the Contractor of the disbursed Provisional Sum if it is not stated in the Schedules	13/5-b	(15%)

## Form of Tender Guarantee

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Project Name:----- Tender No: -----

To Messrs (The Employer): -----

We have been informed that the Bidder: (Company's Name) -----  
- is submitting an offer for the above-mentioned project in response to the Invitation to Tender, and whereas, the tender conditions require that the Bidder shall submit a tender guarantee with his offer, and upon his request, our Bank: ----- hereby irrevocably undertakes to pay you the sum of -----  
----- upon receipt by us of your first demand in writing and your written statement (in the demand) stating that:

- a. The Bidder, without your agreement, withdrew his offer after the latest time specified for its submission or before the expiry of its period of validity specified to be (90) days, or
- b. You awarded the Tender to him but he failed to sign the Contract Agreement in accordance with Clause (1/6) of the Conditions of the Contract, or
- c. You awarded him the Tender, but he failed to submit the Performance Guarantee in accordance with Clause (4/2) of the Conditions of the Contract.

Your demand must be received by us before the expiry of the Guarantee validity period determined to be (90) days, after which, it shall be returned to us. This Guarantee is subject to the laws in force in Jordan.

**Guarantor's signature / Bank:** -----

**Authorized to sign:** -----

**Date:** -----

# Form of Contract Agreement

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Project Name:

Tender No: -----

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This Agreement made the ----- day of the (month) ----- (year) ----2010----

## Between

The Employer **Petra Development & Tourism Region Authority** as the First Party

## And

The Contractor .....as the Second Party

**Whereas**, the Employer desires that the Works known as (.....  
.....) should be executed by the Contractor, and he has accepted the Bid submitted by the Contractor for the execution and completion of these Works and remedying of any defects therein and to hand it over in accordance with the Conditions of Contract.

## The two Parties agree as follows:

1. In this Agreement words and expressions shall have the same meanings as respectively assigned to them in the Conditions of the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. The Letter of Acceptance -----
  - b. The Letter of Tender -----
  - c. The Addenda nos -----
  - d. The Conditions of Contract (Particular and General)
  - e. The Specifications
  - f. The Drawings, and
  - g. The Priced schedules (Bills of Quantities and other Schedules)
- 3- The Accepted Contract Amount .....  
Time for Completion .....
4. In consideration of the payments to be made by the Employer to the Contractor as per the Conditions of Contract, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein and to hand it over in conformity with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

**In Witness** whereof the Parties hereto have caused this Agreement to be executed the day and year first before written in accordance with laws in force.

**the Second Party (the Contractor)**

**the First Party (the Employer)**

<b>Signature: -----</b>	<b>Signature: -----</b>
<b>Name: -----</b>	<b>Name: ----- Nasser Shraideh - -----</b>
<b>Occupation: -----</b>	<b>Occupation: --- Chief Commissioner ----</b>
<b>Witnessed by: -----</b>	<b>Witnessed by: .....</b>

## Performance Guarantee

To Messrs (The Employer):-----

We are pleased to inform you that our Bank: -----  
----- has agreed to give a Financial Guarantee to the Contractor:-----  
-----

**In pursuance of Tender No.** (        /        )  
related to the Project:----- for  
An amount of: ( JD        ) -----

As a security for the execution of the Tender awarded to him in accordance with the Conditions listed in the Contract Agreement Documents.

We undertake to pay you right after receiving your first written demand the said amount or any part you demand notwithstanding any reservation or stipulation, provided that you mention the reasons for this demand that Contractor refused or failed to execute any of his duties in accordance to the Contract without any consideration to any objection or prosecution from the Contractor on the payment.

This guarantee shall remain valid from the date of its issuance until Taking-Over the completed Works in accordance with the Contract, which is initially to be on the ----- day of the month of ----- of the year of----- unless extended or renewed upon the Employer's request.

**Guarantor's signature / Bank:** -----  
**Authorized to sign:** -----  
**Date:** -----

