



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP (MODEE)

REQUEST FOR PROPOSAL (RFP)

GOVERNMENT SERVICE BUS SUPPORT AND LISCENSES RENEWAL

JORDAN E-GOVERNMENT PROGRAMMODEE

P.O.BOX 9903 AMMAN 11191 JORDAN

PROPOSAL DEADLINE: 20/4/2022

RFP NO: 15EGOVT2022

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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 MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP (MODEE). THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE BIDDERS 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. 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 IS REQUIRED TO PREPARE THE PROPOSAL. THIS RFP SHALL CONSTITUTE PART OF THE CONTRACT THAT WILL BE SIGNED BETWEEN MODEE AND THE WINNING BIDDER.

1 INTRODUCTION

1.1 RFP Purpose

The Ministry of Digital Economy and Entrepreneurship (Modee) is soliciting proposals from qualified local IBM partners to provide support and maintenance services to the existing Government Service Bus (GSB) at the eGovernment Operation Center located at Modee / Operation Center, in addition to renewing the existing IBM licenses.

The winning bidder will be responsible for successful delivery of the project within specified timeframe and has to follow agreed tasks and achieve desired goals and requirements so that the project is managed efficiently and effectively.

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.

1.2 RFP Organization

This RFP provides the information to enable bidders to submit written proposals for the sought solution. 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 and Description

This section provides general definition of the project scope and a high level description of the solution to be implemented,

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.

2 PROJECT DEFINITION AND DESCRIPTION

2.1 CURRENT SITUATION

IBM DataPower has been adopted by Modee in 2015 as the Government Service Bus, for building the national GSB for the E-Government, then an enhancement to the GSB had been done in 2019.

GSB is a middleware infrastructure that enables Service Oriented Architecture (SOA) by acting as an intermediary layer of middleware through which a set of reusable government services are made widely available. It unifies and connects applicable services, applications and resources within the government of Jordan and provides a framework within which the capabilities of a business' applications are made available for reuse by other applications by using standard web-services.

GSB solutions help enterprises obtain the value of SOA by increasing connectivity, adding flexibility that speeds change, and providing greater control over use of the important resources it binds. The GSB pattern enables the connection of software running in parallel on different platforms, written in different programming languages and using different programming models. Service consumers connect to the bus and not the service provider that actually implements the service. This type of connection further decouples the consumer from the provider and allows for loosely coupled integration as advocated by SOA.

GSB Solutions implements other value-add capabilities such as delivery assurance and security. It is preferable to implement such capabilities centrally using the GSB rather than within the applications that are distributed over the connected entities. However, the primary driver for GSB is that it encourages decoupling between service consumers and providers.

2.2 SUPPORT AND MAINTENANCE SERVICES

Winning bidder shall provide maintenance and support for GSB infrastructure (Hardware and Software) at the E-government Operation Center (Ops Center). The items covered are the items specified in annex 5.1 and annex 5.2

Modee seeks an 24x7 support and maintenance services for the GSB software and equipment's mentioned in Annex 5.1 and annex 5.2. 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. 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 support & maintenance to the E-government Ops Center for the 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 bidders should submit to E-government Ops Center 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 and as per the eGov. Ops Center approved Processes.

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 defined and used at eGovernment Ops Center:

Severity One (Urgent)

A severity one (1) issue is a catastrophic production problem which may severely impact the GSB availability, In such case, part or all GSB 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 GSB is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of GSB 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 GSB 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 at eGovernment Ops Center:

Severity	Response Time	Resolution Time
1	1 hour	4 hours
2	3 hours	24 hours
3	4 hours	72 hours
4	8 hours	One week

Table 1 Response and Resolution Matrix

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 PROCEDURES 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 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 20 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (20x24). If delay continues, then a penalty of 480 J.D. per day shall be applied and for the maximum duration of 1 days; after that, 3rd party will be called to fix the problem.
2	Should be done, near essential to business survival.	A penalty of 380 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 2 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 240 J.D. shall be applied for each day pass the resolution time. This penalty will be applied for the maximum duration of 3 days; after that, 3rd party will be called to fix the problem.
4	Important problem but can wait.	A penalty of 150 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.

Table 2 Penalties

3 SCOPE OF THE PROJECT

Important notes:

- Final deliverables submitted by the winning bidder should be attached to an original official letters properly bounded, stamped and signed by the winning bidder as shall be defined and approved by MODEE.
- The duration time for this project is 24 months (730 days) for maintenance and support and it will as below :
 - renewing the licenses of Original GSB form 1/5/2022 to 30/4/2024
 - renewing the licenses of GSB enhancement form the expiry date as shown in annex 5.1 to 30/4/2024
 - Provide support and maintenance for the original GSB form the commencement date for 24 months
 - Provide support and maintenance for GSB enhancement form the expiry date of it's support 21/11/2022 to the date of this contract.

3.1 – Support and Maintenance Services and renewing existing IBM Licenses

Winning bidder activities

- Assign a contact person / account manager to be responsible during the support and maintenance period of this contract.
- Provide Support and maintenance services on an 24X7 basis for the above mentioned periods to overall GSB system hardware and software, this support must be performed by offsite team assigned by the winning bidder locally based in Jordan, in addition, support engineers must be available on site when required.
- Renewing Annual SW subscription & Support Renewal for software components included in Annex 5.1 of this RFP. Licenses must be renewed from form the expiry date for the period mentioned in annex 5.1 to 30/4/2024.
- Comply with the service level requirements defined by the OPS Centre and as shown in section 2 above
- Provide communication channels to enable Modee to report incidents that should be tracked and monitored till final resolution by the winning bidder, and keeping Modee informed about the status for these incidents
- Ensure the availability of educated resources at the local partner to provide on-site support.
- Issue a service report after each and every site visit registering the reported incident, its root cause and the followed procedures for issue(s) successful resolution including the taken and/or suggested recommendations and measures that shall prevent such incidents / issues from reoccurring in the future.
- Use a ticketing system that records all reported incidents and that can be accessed by Modee and generated various incident reports

- Applying the latest fixes, patches and required upgrades (major and minor) to the installed software during the support and maintenance period (if required) while ensuring system’s integrity, reliability, conformity and normal operation for all system features including the content.
- The winning bidder is required to use only genuine spare parts when replacing defect ones, and required to seek e government representative approval before installation, otherwise the winning bidder will be held the responsibility for all losses incurred due to using non-genuine spare parts or not adequate parts.
- The winning bidder is required to perform two health check during the contract period.

Technical proposal requirements

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

- Respond to section 4.4 (response evaluation) and provide the requirements in its proposal.
- Provide bidder’s approach and methodology of providing the support and maintenance services required in this RFP
- Demonstrate the technical capability for the team who will be in charge for maintaining and supporting the platform, by providing the team qualifications and number of people who will be dedicated for supporting and maintaining the installed platform.
- Provide historical experience in two similar projects in the last 8 years. (this experience must be in providing technical support for similar projects)
- Provide the appropriate escalation matrix and procedures (with contact details for concerned parties) that guarantees performing corrective measures in case needed and in actions within a guaranteed manner.
- Propose the Software Update Management Procedure, i.e. a proven approach for software patches, hot fixes and minor upgrades (if the need may be) for the proposed solution.

Financial Proposal Requirements

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

- List all costs associated with support and maintenance and all its cost shall be included in the final lump sum price.
- List all costs associated with renewing existing IBM Licenses (IBM Software Subscription and Support)

Deliverables

- Service reports for all reported and resolved incidents signed by a representative from the eGov Ops Center
- List of all fix’s, patches and upgrades implemented during the support and maintenance period
- Fixed and resolved outcomes of heath check (if needed)

4 ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

4.1 Response procedures

All inquiries with respect to this RFP are to be addressed to the Ministry of Digital Economy and Entrepreneurship Tendering Department in writing by mail, e-mail or fax with the subject “**GOVERNMENT SERVICE BUS SUPPORT AND LISCENSES RENEWAL**”. Inquiries can only be addressed to [\[eGov_tenders@modee.gov.jo\]](mailto:eGov_tenders@modee.gov.jo) by **[10/4/2022]** or by Fax. Responses will be sent in writing no later than **[13/4/2022]**. 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 must be performed by the bidder during the last 8 years.

Bidders should demonstrate the following specific capabilities:

- IT experience in both hardware and software and other IT related areas specified in section 3 – API Economy, Integration Bus, Messaging, Data Power
- Experience in providing technical support and maintenance for two similar systems projects in the last 8 years
- Experience in web services development, publishing, and consuming, based on XML-based standards such as WSDL and SAOP

Note: Where some skills are not available, the bidder is expected to sub-contract with a reputable consulting firm to cover for this specific skill. In case of subcontracting, the subcontractor has to be approved by Modee and the contractor will be liable for all works performed by the sub-contractor.

Bidders’ written response to the RFP must include:

Part I: Technical Proposal

- A. Corporate capability statement : Corporate capability statement must include all the following:
 - Corporate technical capabilities and experience in implementing Service Bus together with detailed description and reference to each component underlined in Section 3: Scope of the project and experience in providing technical support and maintenance for similar systems
 - Detailed proposed Team Resumes (each resume will be subjected to the approval of Ministry of Digital Economy and Entrepreneurship, in case of replacements the winning bidder has to abide by the Ministry of Digital Economy and Entrepreneurship requirements for replacements and approvals. In the implementation phase Ministry of Digital Economy and Entrepreneurship reserves the right to request replacement of any resource that cannot fulfill the job)

- Description and references to two similar projects performed in providing technical support and maintenance for similar systems.
 - Reference to appropriate work samples
 - Current client list, highlighting potential conflict of interest
 - Submit work plan resource allocation with their percentage of involvement
 - Project Organization Structure
- B. The technical proposal shall include approach to achieving the scope of work defined in this RFP and delivering each of the major components as specified in the Deliverables section. The evaluation of the proposal will be as described in section 4.4 (response evaluation) 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.

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 (عرض المناقصة) and summary of remuneration (ملحق الاتفاقية رقم 2 ورقم 3) attached in the Arabic Sample Agreement under (خلاصة بدلات الأتعاب) 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 their proposal as per the format described in Annex 5.4.

- على الفريق الثاني ان يشمل سعره الضريبة العامة على المبيعات بنسبة (16 %) الا اذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (0%) (بموجب كتاب رسمي من هيئة الاستثمار يرفق مع العرض المالي) ويتم 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 Security.

4.3 Response submission

Bidders must submit proposals to this RFP to the Ministry of Digital Economy and Entrepreneurship no later than 12:00 PM on [20/4/2022] (Jordan Local Time).

Tendering Department – 3rd floor

Ministry of Digital Economy and Entrepreneurship

8th Circle

P.O. Box 9903

Amman 11191 Jordan

Tender No. 15eGovt2022

Tel: 00 962 6 58055642

Fax: 00 962 6 5861059

E-mail: eGov_tenders@modee.gov.jo

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

- **Part I GOVERNMENT SERVICE BUS SUPPORT AND LISCENSES RENEWAL- Technical and Corporate Capabilities Proposal**". This part (envelop) should contain 3 hard copies (1 original and 2 copies) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 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 "GOVERNMENT SERVICE BUS SUPPORT AND LISCENSES RENEWAL — Financial Proposal"**. This part (envelop) should contain 3 hard copies (1 original and 2 copy) and 1 softcopy (CD) [in Microsoft Office 2010 or Office 2010 compatible formats].

Part III "GOVERNMENT SERVICE BUS SUPPORT AND LISCENSES RENEWAL – Bid Security" 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. **As evaluation is based on the *lowest complied*, technical and financial proposals will be opened simultaneously and evaluation shall be proceeding accordingly.**

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 the Ministry of Digital Economy and Entrepreneurship no later than 12:00 PM [20/4/2022] (Amman Local Time). Ministry of Digital

Economy and Entrepreneurship 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 “the lowest financial offer form the qualified offers” (أرخص المؤهل).

Technical and financial proposals shall be reviewed by the Purchase Committee at MODEE and evaluated in accordance with the following procedure:

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

- Past Experience in providing technical support and maintenance for similar systems and track records **(20 marks)**
 - Two relevant technical support and maintenance contracts in the last eight years form the date of proposal submission
- Staff Qualifications and Experience (local / international) **(45 marks)**
 - Account / project manager 15 Marks as (BSc. In related filed 5 Marks, 10 years of experience in similar filed **5 marks**, two related certificates 5 marks)
 - Resumes of three support engineers 30 Marks (10 Marks for every one) (BSc. In related fields 3 Marks, 4 Marks minimum 3 years of experience in similar field , two relevant technical certification 3 Marks)
- Proposed Approach and Methodology for Support and Maintenance Services **(35 marks)**
 - Provide the appropriate escalation matrix and procedures that guarantee resolving the reported issues **10 Marks**
 - Demonstration of company ticketing system that records all reported incidents **10 Marks**
 - Compliance with the service level agreement **10 Marks**
 - Demonstration of the Software Update Management Procedure **5 Marks**

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,

The qualification mark will be 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

Based on the above the winning bidder will be chosen as the lowest financial offer from the qualified offers (ارخص العروض المؤهلة).

The technical qualification mark will be 70%.

4.5 Financial terms

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

- All prices should be quoted in Jordanian Dinars inclusive of all expenses, governmental fees and taxes, including sales tax
- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licenses, documentation, maintenance, support, knowledge transfer, training, warranty, and professional fees, profits and over heads and all other expenses incurred
- A clear breakdown (table format) of the price should be provided including price for consulting time, other expenses, etc.
- The bidder shall bear all costs associated with the preparation and submission of its proposal and the Ministry of Digital Economy and Entrepreneurship 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 4500 J.D) Jordanian Dinars (in a separate sealed envelope. The bond will be in the form of bank guarantee from a reputable registered bank, located 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 purchasing committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the purchasing 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 contract within 14 days as of the date of award notification letter.
- The proposal security of the winning 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 purchasing 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 in front of a notary public in Amman, Jordan; 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 Ministry of Digital Economy and Entrepreneurship is not bound to accept the lowest 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 distributed upon the winning submission and acceptance of the scope of work and of the deliverables and milestones of the scope of work defined for the project by the first party.
- The Ministry of Digital Economy and Entrepreneurship 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.

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 Ministry of Digital Economy and Entrepreneurship requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Special Tenders 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 Government of Jordan, 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 Government of Jordan of the benefits of free and open competition.

- No bidder shall contact Modee, its employees or the Special Tenders 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 Special Tenders Committee or the technical committee members in the purchasing 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.
- If the bidder is a joint venture, then the partners need to be identified with the rationale behind the partnership. Corporate capability statement should also be provided for all partners.
- 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.
- If the winning bidder is an international company, it must provide a local representative or a local partner in Jordan.
- 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 Special Tenders Committee.
- The Special Tenders 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 Special Tenders 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.
- Modee 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 Modee.

- Modee 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.
 - Modee 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.
 - Modee 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. Modee will provide a similar point of contact.
 - Modee is entitled to meet (in person or via telephone) each member of the consulting 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, Modee reserves the right to request an alternative staff at no extra cost to Modee.
 - Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements... etc. Modee will take no responsibility for any non-Modee of Jordan resources either within Jordan or during travel to/from Jordan.
-
- Any source code, licenses, documentation, hardware, and software procured or developed under Government Service Bus Support and Licenses Renewal' are the property of Modee upon conclusion of '*Government Service Bus Support and Licenses Renewal*'. Written consent of Modee 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. Modee 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 tendering 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 Special Tenders 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 Special Tenders Committee at the address in RFP, and bear the contract name “*Government Service Bus Support and Licenses Renewal*” 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 Unified 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 governmental Procurement By-Law and Purchasing Instruction
- 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 E-Government program, and shall at all times support and safeguard The E-Government program’s 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
- The E-Government program 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 E-Government program 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. Similarly sub-contractors are not allowed to participate in more than one proposal. If a partner in a sub-contractor participate in more than one proposal; such proposals shall not be considered and will be rejected for being non-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 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 Modee’s business or operations without the prior written consent of Modee. The Winning Bidder shall sign a Non-Disclosure Agreement with Modee as per the standard form adopted by Modee. 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 المناقصة) attached to the Arabic Sample Agreement under (2) ملحق رقم 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 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 Modee, or shall procure from a Sub-contractor, on behalf of 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 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 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, suit, 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 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 Modee, including its officers, employees and agents against a loss or liability that has been reasonably incurred by 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 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 Modee such activity or interest.
- If the Winning bidder fails to notify Modee or is unable or unwilling to resolve or deal with the conflict as required, 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 Modee, or notified by Modee to the Winning bidder from time to time.

4.9 Documents 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 Modee, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to 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 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 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 Modee' s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to Modee.

4.11 Other project-related terms

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

5 ANNEXES

5.1 Existing IBM Software Licenses

5.2 Hardware

5.3 Technical Proposal Response Format

5.4 Financial Proposal Response Format

5.5 Confidentiality Undertaking

5.6 Sample Arabic Agreement

5.1 Existing IBM Software Licenses

A- License for the original GSB

Renewal Part Number	Description	Quantity	Expiry Date	Required renewal up to
E0DYILL	IBM SmartCloud Application Performance Management NON Production Managed Virtual Server Annual SW Subscription & Support Renewal	1	30/4/2022	30/4/2044
E0DYCLL	IBM SmartCloud Application Performance Management Standard Managed Virtual Server Annual SW Subscription & Support Renewal	4	30/4/2022	30/4/2044
E02RZLL	IBM Transformation Extender Design Studio Authorized User Annual SW Subscription & Support Renewal	2	30/4/2022	30/4/2044
E0KFQLL	IBM DataPower Gateway Appliance Install APPLIANCE + Subscription & Support Appliance Information: Machine Type: 8436 Model: 52X Serial: 7801307 Serial: 7801310 Serial: 7801369 Serial: 7801374 Serial: 7801475	5	30/4/2022	30/4/2044
E0KGSLL	Application Optimization Module for IBM DataPower Gateway Application Instance License + Software Subscription & Support Appliance Information: Machine Type: 8436 Model: 52X Serial: 7801307 Serial: 7801369 Serial: 7801374 Serial: 7801475	4	30/4/2022	30/4/2044

E0KGVLL	Integration Module for IBM DataPower Gateway Application Instance License + Software Subscription & Support Appliance Information: Machine Type: 8436 Model: 52X Serial: 7801369 Serial: 7801374 Serial: 7801475	3	30/4/2022	30/4/2044
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Table5.1 IBM software licenses for original GSB

B- License for the Enhancement GSB

- GSB enhancement

Part Number or Renewal part number	Description	Quantity	Expiry Date	Required renewal up to
E0Q99LL	IBM Cloud Pak for Multicloud Management Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months - 30 Nov	14	30/11/2022	30/4/2024
D1H5GLL	IBM MQ Advanced High Availability Replica Processor Value Unit (PVU) License + SW Subscription & Support 12 Months - 30 Nov	840	30/11/2022	30/4/2024
E0LNALL	IBM MQ Advanced Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months - 30 Nov	630	30/11/2022	30/4/2024
E0ALULL	BM MQ High Availability Replica Processor Value Unit (PVU) Annual SW Subscription & Support Renewal - 30 Nov	280	30/11/2022	30/4/2024
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal - 30 Nov	280	30/11/2022	30/4/2024

- **API Connect**

Product	Description	Quantity	Expiry Date	Required renewal up to
D1UV1LL	IBM API Connect Cloud Service Service Level Agreement Coverage	1	30/12/2022	30/4/2024
D1X51LL	IBM API Connect Enterprise Tier Hybrid Million API Calls Hybrid Entitlement per Annum - Dec	50	30/12/2022	30/4/2024
D1X50LL	IBM API Connect Enterprise Tier Hybrid Million API Calls Overage Coverage - Dec		30/12/2022	30/4/2024
D1U1GLL	IBM Cloud Platform 1 US Dollar per Month - Dec	12	30/12/2022	30/4/2024
D1U1HLL	IBM Cloud Platform 1 US Dollar Overage Coverage - Dec		30/12/2022	30/4/2024
D1U2ZLL	IBM Cloud Advanced Support 1 US Dollar per Month - Dec	12	30/12/2022	30/4/2024
D1U30LL	IBM Cloud Advanced Support 1 US Dollar Overage Coverage - Dec		30/12/2022	30/4/204

5.2 GSB Hardware

Type	Quantity	Serial #	Expiry support	Renewal up to
IBM Data Power gateway 2018.4.1.8R	5	7801369	30/4/2022	30/4/2024
		7801307	30/4/2022	30/4/2024
		7801374	30/4/2022	30/4/2024
		7801310	30/4/2022	30/4/2024
		7801375	30/4/2022	30/4/2024
Lenovo SR550	1	J300TBNW	30/11/2022	30/4/2024
Lenovo SR550	1	J300TB5D	30/11/2022	30/4/2024
Lenovo SR550	1	J300TB5C	30/11/2022	30/4/2024
Lenovo SR550	1	J300TBNE	30/11/2022	30/4/2024
Cisco Nexus 9396TX	1	SAL1838181M (already exist life time support from cisco)	SAL1838181M (already exist life time support from cisco)	SAL1838181M (already exist life time support from cisco)

Table 5.2 GSB Hardware

5.3 Technical Proposal Response Format

- Past experience projects

Reference project Name	Project Owner	Start date	End Date

- CVs of Project Staff

A summary of proposed team and a description of each project staff role and their relevant experience. Brief resumes of the team who will work on the project (all detailed resumes should be included in an Appendix). The bidder should also indicate the availability of the proposed staff and indicate which phases of the project each team member is participating in, what role they will be playing, and what their utilization rate will be (percentage of their time), below is the required template to be filled for each team member

<u>Curriculum Vitae</u>	
Proposed Position on the Project:	_____
Name of Firm:	_____
Name of Personnel:	_____
Profession/Position:	_____
Date of Birth	_____
Years with the Company: _____	Nationality: _____
Proposed Duration on Site: _____	
Key Qualifications and Relevant Experience:	

Certificates :	
Expected Role in Proposed MQ Project:	

- Proposed Approach and Methodology for Support and Maintenance Services

- appropriate escalation matrix and procedures that guarantee resolving the reported issues

- Demonstration of company ticketing system that records all reported incidents

- Compliance with the service level agreement

- Demonstration of the Software Update Management Procedure
 - Step 1....
 - Step 2...
 - Step 3...
 -

5.4 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.

Services	Amount
Support and Maintenance Services of original GSB	
Support and Maintenance Services for GSB Enhancement	
IBM Software Subscription and Support of original GSB	
IBM Software Subscription and Support of GSB Enhancement	
Total	

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

Project Detailed Cost :

1. Support and Maintenance Services

Support and Maintenance Services	Resource	price per month	duration	Total Cost	Comments
<i>[List all activities associated with Support and Maintenance Services]</i>	<i>Skill 1</i>				
	<i>Skill 2</i>				
	<i>Skill n</i>				
TOTAL					

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

2. Software Licenses Renewal

Software Supplier	Name of Software	License Metrics (i.e. by number of clients, processor power or other	No Licenses	Unit price	Total	Duration	Total
Total							

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.

5.5 Confidentiality Undertaking

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] “[Consultant]” to the benefit of the Ministry of Digital Economy and Entrepreneurship, “[Principal]” [8th Circle, P.O. Box 9903, Amman 11191 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 bidders, 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

5.6 Sample Arabic Contract Agreement

<Sample contract in Arabic attached>