



MINISTRY OF DIGITAL ECONOMY AND ENTREPRENEURSHIP

(MoDEE)

**Request for Proposal**

**Secure Managed File Transfer Solution**

**Dead Line: 1/9/2025**

**RFP: 40/eGovt/2025**

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#### DISCLAIMER

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

# 1 Overview:

## 1.1 Project Overview

The Ministry of Digital Economy and Entrepreneurship (MoDEE) is soliciting proposals from qualified bidders that specialize in the Secure Managed File Transfer field.

The winning bidder shall be ultimately responsible for all the related project management tasks and the successful delivery of the project within a specified timeframe. In addition, the winning bidder must carry out agreed tasks and achieve desired goals and requirements, so 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 in Section 4 of this RFP. Deviation may be grounds for disqualification.

## 1.2 Goals and Functionality

Main goal of this RFP is to have a modern and comprehensive **Secure Managed File Transfer and Sharing Solution** to serve different government entities.

The proposed solution must be hosted on the Government Private Cloud (GPC). However, it is the winning bidder's responsibility for providing, installing, configuring, testing, handing over, maintaining and providing support for the deployed solution.

**The proposed solution must support multi-tenancy feature that allow MODEE team to create and configure different tenants easily, Not complying with this feature will lead to disqualification.**

The proposal must provide a full and comprehensive solution that will cover software, implementation, licenses, training, support & maintenance services.

## **2 RFP Organization:**

This RFP document provides the information needed to enable bidders to submit written proposals for the sought solution. The organization of the RFP is as follows:

### **Section 1: Overview**

This section outlines the RFP's purpose and the related projects.

### **Section2: RFP Organization**

### **Section 3: Scope of work and deliverables**

This section describes the requirements, scope of work, and deliverables for the required services presented in this RFP.

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

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

### **Section 5: Annexes**

### 3 Scope of Work and Deliverables:

#### Important Notes & Conditions:

There are certain activities to be performed and deliverables to be provided by the winning bidder during execution of the project. More detailed information on each of them is given in the next paragraphs.

- Final deliverables submitted by the winning bidder should be attached to 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 will be **120 calendar** days starting from commencement date, in addition to **36 months** of support and maintenance services starting from the preliminary acceptance.
- MoDEE has the right to perform any type of testing on the delivered solution, either by its employees or by third party. The winning bidder should solve and remediate all issues that appears while testing and within the scope of this RFP.
- Important definitions:
  1. Preliminary Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work defined in the scope of work and before the start of maintenance.
  2. Final Acceptance: the official acceptance by MODEE after the winning bidder finishes and delivers all work in the contract and after the maintenance period.

#### Scope of Work:

- The winning bidder shall provide such software, deliverables, licenses, maintenance, and support. The cost of these requirements or activities should be included in the fixed lump sum price submitted by the winning bidder.
- The winning Bidder must provide complete and centralized Secured Managed File Transfer Solution (File Sharing as a service). For securely sharing business documents of all types, making them available in a flexible way, and using them efficiently. Regardless of the format and source.
- The winning bidder should handle all project management activities needed for the successful implementation.
- Provide knowledge transfer and training as described in component 3.4
- Provide maintenance and support for 3 years starting from the preliminary acceptance.

**Note:** That the winning bidder should provide any additional requirements needed for the proper delivery of the project and its cost should be included in the price submitted by the bidder.

### 3.1 Component 1: Solution Requirements

Below is the list of features and capabilities that should be provided by the proposed Solution unless stated otherwise, provide details of the proposed features where needed.

**NOTE: Below features are the minimum accepted features. Equivalent or higher features are accepted as well.**

#### Technical Requirements:

The solution offered by the bidder must adhere to the following Features (Bidder shall demonstrate how he will comply with the following features):

#### 3.1.1 Solution Features

Below is the list of features and capabilities that must be provided by the proposed Solution. Not complying with any of the below features may result in proposal's disqualification.

#	Feature Description	Comply (Y/N)	Reference in Proposal
1. General Features			
1.	<b>The proposed solution must support Multi-Tenancy (multi- views) for different government entities.</b> <ul style="list-style-type: none"><li>The system must have a web module for creating and configuring different tenants (views).</li><li>Tenant configuration must be <b>Straightforward</b> and in an easy manner so MoDEE team can create and configure tenants <b>from a single web management consol</b> without any <b>huge</b> extra configuration on web server or database side.</li></ul>		
File & Content Management			
2.	The proposed solution must be able to index and search the contents of readable files on the attached media including network folders.		
File Sharing & Collaboration			
3.	The proposed solution should support simultaneous editing with internal users seeing each other edit the file on a shared file.		
4.	The proposed solution must be able to send files and folders to external users with a link, both singular and multi-mixed.		
5.	The proposed solution must be able to generate QR codes for links created through it.		
6.	The proposed solution must be able to display a Disclaimer Message to the person accessing the link before the link is displayed and provide access to the link by obtaining the consent (as a form) of the accessing person		
7.	The proposed solution must be able to initiate an approval mechanism for internal and external sharing based on tags and filters and allow processing based on the approval result		
8.	The proposed solution must be able to define more than one alternative approval manager for approval steps.		

9.	The proposed solution must allow for a sequential approval flow.		
<b>Integration</b>			
10.	The proposed solution must have Active Directory integration. It must be able to include existing users and groups (security groups) in the system flow and reflect the changes made on the active directory to the system instantly.		
11.	The proposed solution must support OpenLDAP, Azure Active Directory, and SAML integration.		
12.	The proposed solution must offer API and SDK support for user operations.		
13.	The proposed solution must be able to offer special authorized/restricted API ends for different applications.		
14.	The proposed solution must be able to offer add-ins for MS Outlook, MS Owa, MS Office, MS Teams and Webex.		
15.	The proposed solution must be able to integrate with on-premises office document editors.		
16.	The proposed solution must be able to send one-time passwords via SMS integration and allow the definition of a centralized rule that requires users to enter their mobile phone numbers.		
17.	The solution must enforce a maximum OTP validity period of five (5) minutes from the time of issuance. After this period, the OTP shall automatically expire and become invalid for use.		
18.	The proposed solution must allow link generation through MS Outlook, MS Teams, MS OWA, Microsoft 365 and Webex.		
19.	The proposed solution must have the ability to include CIFS, NTFS, S3, OpenStack Swift, MS SharePoint Online, MS OneDrive, FTP, and SFTP domains in the system		
20.	The proposed solution must not rely on or require the use of SMB/CIFS protocols (including SMBv1, SMBv2, or SMBv3) for file transfers, authentication, or system integration.		
21.	The proposed solution must generate a unique link file for opening Office files from inside or outside the organization, enabling the end user to read and write to access the file while at the same time preventing the user from printing, copying or clappingboard data from the relevant document. The unique access end must be able to run only once, and the access file must self-destruct on expiration.		
<b>Platform &amp; Device Support</b>			
22.	The proposed solution must support an active-active cluster structure.		
23.	The proposed solution must be able to protect the Session ID in the transition between servers in the cluster structure.		
24.	The proposed solution must have web application.		
25.	The proposed solution must offer a desktop application that can run on current Microsoft Windows and MacOS operating systems.		
26.	The proposed solution must have separate application servers for domain and DMZ environments and should not store data on DMZ servers.		
27.	The proposed solution must enable automatic synchronization of predefined file paths (e.g., Documents, Desktop) set by the administrator via the desktop application. This synchronization		



	should be performed for specified users/groups by mapping these paths to any designated target folder path on the network		
<b>Security</b>			
28.	The proposed solution must be able to make fast queries by caching users and groups on the current active directory, excluding password information.		
29.	The proposed solution must support Windows Authentication, ADFS and OAuth Authentication		
30.	The proposed solution must be able to perform a true type analysis to determine the extension of the files on it.		
31.	The proposed solution must have a mechanism to detect anomalies in the file type by comparing the file's actual type and content with its extension and block its upload if a discrepancy is found.		
32.	The proposed solution must be able to detect macros in Excel (XLSX) files and block upload-download functions on a person/group basis.		
33.	The proposed solution must be able to detect whether the uploaded ZIP format files are encrypted or not and block them for upload or download.		
34.	The proposed solution must be integrated with CDR, AV, Sandbox, DLP and SOAR solutions.		
35.	The proposed solution must be able to perform security scanning by sequentially analyzing the uploaded files through Extension Control, Anti-Virus, CDR, Sandbox, and DLP analysis.		
36.	The proposed solution must allow the definition of a security policy that prevents the modification of file extensions.		
37.	The proposed solution must support PGP encryption for the generated links. It must be able to send files encrypted with the key uploaded or generated through the system.		
38.	The proposed solution must be able to scan the files in the network disk environments with certain periods and perform file tag synchronization.		
39.	The proposed solution must be able to generate encryption keys supporting HSM, RSA, and AES standards, and manage multiple keys simultaneously on the system.		
40.	The proposed solution must support decrypting files that were previously encrypted with a selected encryption key in bulk, when required. Additionally, it must provide the capability to change the encryption key of already encrypted files in bulk to a different/new key, in order to enhance data security and reduce the risk of leakage within the system.		
41.	The proposed solution must be able to provide/force the isolation editor to work only for sensitive data determined from the admin panel.		
42.	The proposed solution must allow tracking IP, user, file, and transaction date through the code by generating a unique code on PDF, Word, and Excel files as a watermark.		
43.	The proposed solution must be able to determine the conditions under which Watermark can be printed with filters based on user,		

	transaction source, and transaction address (IP address) with policies.		
44.	The proposed solution must have data management policies that can decide whether to print Watermark according to the sensitive data status.		
45.	The proposed solution must be able to convert the file to PDF format during preview processes (for suitable formats) and visually render the relevant watermark information onto the file.		
46.	The proposed solution must have the detailed audit logs of all activities: upload/download, authentication, configuration changes, failures, etc.		
47.	The proposed solution must have Timeouts, session locking, and automatic logouts for idle sessions		
<b>System Management &amp; Monitoring</b>			
48.	The product must provide a single super admin screen to manage multiple instances.		
49.	The product must be able to monitor the up/down status, IP addresses, database connection status, number of open sessions, CPU / Ram / disk status of all connected instances.		
50.	The product must support directly downloading error logs from each instance.		
51.	The product must display licensing information and application numbers of each instance.		
52.	The product must support the ability to define admin roles for each instance and assign users to these roles.		
<b>User &amp; Access Management</b>			
53.	The proposed solution must provide user UI language support in English and Arabic.		
54.	The proposed solution must allow user login passwords manually or automatically generating them and delivering them to the user via SMS.		
55.	The proposed solution must be able to define a dedicated file space for each user.		
56.	The proposed solution must offer the option to convert video file formats that do not have an online viewer option to the appropriate format and display them to the end user without downloading.		
57.	The proposed solution must be able to associate user labels with files and search by label.		
58.	The proposed solution must be able to generate common sharing areas (Team Folder) on itself and define authorizations.		
59.	The proposed solution must be able to graphically display (permission tree) the information from which user the on-premises sharing permissions come and to which user they are given.		
60.	The proposed solution must be able to notify the user or the user's owner of operations on files.		
61.	The proposed solution must be able to manage quotas for user-specific areas, customize quotas according to users, and users should be able to see their quota status.		

62.	The proposed solution must have an admin screen where users can recover and move files, they have deleted from their recycle bin to another location.		
63.	The proposed solution must allow customization of the menu, logo, notification, and disclaimer messages on it.		
64.	The proposed solution must be able to produce links of unlimited size (unlimited within the limits of the hardware and software used in the infrastructure), and the user should be able to define upload quotas for external users if desired.		
65.	The proposed solution must be able to read user and group (NTFS) permissions on existing public networks (fileserver), and by these permissions, it must allow operations to be performed on the relevant public networks without migration within the permissions.		
66.	The proposed solution must support a predefined approval workflow for link generation and internal sharing operations, which can be configured via the admin panel. This workflow must be assignable to Active Directory security groups and users (AD user / Local User / Manager of Manager). The designated approver must be able to preview and/or download the shared content, provided the file type is supported, prior to approval. The link or internal sharing action must only become active once approval has been granted.		
67.	The proposed solution must be able to select between Active Directory manager approval and static approval simultaneously.		
<b>Warranty and Support</b>			
68.	Three years comprehensive warranty and support for all supplied software's.		
69.	The Bidder should comply with the SLA mentioned at annex(5.6) for continuous support		
<b>System Availability</b>			
70.	Must be deployed using HA design		
<b>Other</b>			
71.	The proposed solution must support non-cloud-based and fully on-premises deployment		
72.	The proposed solution must be able to define multiple active directories on the same system.		
73.	The proposed solution must be able to manage file directories of over 260 characters, as long as the installed file system supports it.		
74.	The proposed solution must include drag-and-drop functions for easy use.		
75.	The proposed solution must provide users with a file-locking feature.		
76.	The proposed solution must allow users to add comments/notes on files, and in the case of shares, these comments/notes should be visible to the shared users, who should also be able to add comments/notes.		
77.	The proposed solution must be able to move the aged files to the desired location or delete them permanently.		
78.	The proposed solution must include a diagnostic tool application that analyzes the traffic between the server and the client, including integrations.		

79.	The proposed solution must be able to generate links with authorization options such as download, upload, download-upload, preview, delete, modify, rename, etc.		
80.	The proposed solution must allow email address verification and access for anonymous links generated through it.		
81.	The proposed solution must be able to determine the rules regarding the file extensions that can be uploaded and downloaded by evaluating the time, IP, person, service end, and size restrictions separately		
82.	The proposed solution must be capable of encrypted file storage for NTFS (EFS) and S3 (if available) protocols.		
83.	The proposed solution must have an embedded content analysis system.		
84.	The proposed solution must provide predefined templates for sensitive data such as identity, corporate identity, IPV4, IPV6, credit card, gender, and phone number.		
85.	The proposed solution must be able to integrate data classification products and read existing file classifications.		
86.	The proposed solution must be able to encrypt files with relevant keys in all integrable file environments (including network disks).		
87.	The proposed solution must enable all users to define common areas (network folders) that they can access and process within their authorization.		
88.	The proposed solution must be able to specify separate actions for users without AD manager information.		

#### **Technical Proposal Requirements**

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

- Propose a list of software components, and licenses required for the full implementation of this solution, describing their functionality.
- Describe the available options of the licensing models and specify the model that most fits MODEE requirements which will be used by the bidder.
- Describe the methodology for the proposed solution's architecture, tools and capabilities that will be used for delivering the required solution.
- Describe details of the required resources on GPC to host and operate the solution (Cores, RAM, Storage, etc...)
- Describe the high-level design and logical architecture of the solution.
- Compliance sheet for system features and scope of work.

#### **Financial Proposal Requirements**

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

- List all costs associated with all the above requirements.

### **Deliverables**

- Details of required resources on GPC to host and operate the solution (Cores, RAM, Storage, and any other requirements).
- The physical and logical architectures for the proposed solution that is compliant with the system requirements.

## **3.2 Component 2: Installation and Configuration**

### **Winning bidder activities**

The winning bidder is required to perform the activities mentioned below, noting that any additional related activities needed for the proper completion of the project should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the bidder:

- Procure, supply, deliver, install, configure, integrate, test, and maintain Secured Managed File Transfer Solution.
- Provide all solution documentation including System As Built Design, Operational and Administration Manuals.
- Build, configure and test a dedicated tenant for:
  1. **Ministry of Industry and Trade.**

and apply all the configurations and professional services needed to have it ready for operation.

- Provide all licenses needed for the proposed solution to be implemented on the government private cloud (GPC). where the required licenses are as listed:
  - ✓ Administration license for 6 users.
  - ✓ End user license for 1000 users.

Noting that:

1. Provided Licenses must be valid for 36 months starting from the preliminary acceptance.
  2. Bidder must provide fixed prices for 2000 End User licenses and 50 Administration licenses during the contract period (120 days implementation + 36 months of maintenance). However, MoDEE has the right to purchase them in batches according to entities' requests.
- Develop and maintain the overall project plan and handle All Project Management tasks to ensure the successful project implementation.

### **Technical proposal requirements**

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

- Describe the best methodology for installing the solution environment, considering security measures and best practices.

- Describe the proposed deployment as highly available design of each component of the solution.
- Describe the proposed methodology for tenants' deployment and administration.
- Describe the proposed project management methodology.

#### **Financial proposal requirements**

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

- List all costs associated with the completion of Installation, Configuration, and Integration and testing component.

#### **Deliverables**

The winning bidder is required to provide the deliverables mentioned below:

- Solution installed and configured on the GPC.
- Solution Requirements and detailed system design documents.
- Solution manuals (Operation and Administration) in both Arabic and English languages.
- File Transfer Solution deployment and implementation with all needed configuration and successfully tested, rolled out in the above mentioned entities head quarter including all needed migration services.

### **3.3 Component 3: Support and Maintenance**

#### **Winning Bidder Activities**

In order to execute "support and maintenance " component of this project, the winning bidder is required to perform the activities mentioned below for 36 months after running the **File Transfer Solution** and obtaining the preliminary acceptance, noting that any additional related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the winning bidder:

- Assign a contact person / account manager to be responsible during the support and maintenance period of this contract.
- Provide support and maintenance services on 24x7 for severity 1 and 8x5 basis for the other severities for the implemented solution by a team which possesses the proper knowledge and proven experience of the proposed solution. 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.
- 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 to provide on-site support when needed

- Provide detailed implementation plan for any pre-planned maintenance operation that may affect solution availability, functionality or stability, with necessity to provide roll-back plan before commencing with maintenance operation
- 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.
- Comply with the service level requirements defined by MODEE and as shown in Annex (5.6) of this document.
- Provide software license renewal ( if any) to cover the support and maintenance period.
- Assign a hot line number to be used for reporting severity 1 incidents
- Use a ticketing system that records all reported incidents and that can be accessed by Modee to report incident and it shall be able to integrate with the ticketing system in Modee.
- Applying the latest fixes, patches and required upgrades 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.

#### **Technical proposal requirements**

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

- Provide bidder's 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 proposed solution, by providing the team qualifications and number of people who will be dedicated for supporting and maintaining the installed solution.
- 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 the "Operations Management" component:

- List all costs associated with the Support and Maintenance.

#### **Deliverables**

- List of all fix's, patch and upgrades implemented during the support and maintenance period
- Fixed and resolved outcomes of health check. (If any).

### **3.4 Component 4: Knowledge Transfer and Training**

#### **Winning Bidder Activities**

In order to execute this component of this project, the winning bidder is required to perform the activities mentioned below, noting that any additional related activities needed for the proper functioning of the system should be provided by the winning bidder and its cost should be included in the fixed lump sum price submitted by the winning bidder:

- The winning bidder is required to prepare, present and execute plan of knowledge transfer and training for different users' types. It should ensure that all types of users and administrators are prepared to operate the DMS solution and to take over future enhancements.
- Provide all required training including :
  - System & Tenant Administrators (10), including any related customization.
  - TOT end user training (10).
- The winning bidder shall be responsible for the training venue.
- The winning bidder shall be responsible for providing training materials.
- Online training is not acceptable.

#### **Technical Proposal Requirements**

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

- Describe strategy and approach, including tools for knowledge transfer and training
- Describe strategy suggested for Training plan, describing, and listing the proposed training sessions, session duration, and number of attendees per session.
- Provide a high-level training schedule showing the training activities by phase.

#### **Financial Proposal Requirements**

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

- List all costs associated with the Change management, Training and Knowledge Transfer component

#### **Deliverables**

- Training and knowledge transfer plan developed and executed.



- Training and knowledge transfer material and handouts.

## 4. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

### 4.1. QUALIFIED BIDDERS

Bidders should provide the below minimum qualifications for the company profile and staff CVs.

Deviations may be grounds for disqualifications:

1. CVs for the staff who will work on the project. Below are the minimum requirements for the staff qualifications:
  - a. One Project Manager, with a minimum of 5 years of relevant experience and must be a certified PMP.
  - b. Minimum 2 implementation engineers with three years of relevant experience.
  - c. Trainer, 1 resource with relevant certification and a minimum of 5 years of experience.
2. References:

Past Experience in similar projects and track records (two accomplished successfully references (same size and nature) during the previous 7 years as enterprise level with 400 users per project).

### 4.2. RESPONSE PROCEDURES

All inquiries with respect to this RFP are to be addressed to MoDEE in writing by e-mail with the subject **"Secure File Sharing System"**. All Inquiries can only be addressed to [eGov\_tenders@modee.gov.jo] by day on joneps .. Questions and answers will be shared with all Bidders' primary contacts on joneps .

**Bidder must abide to the Inquiries form in annex 5.7 to submit their inquiries – in MS word format only.**

### 4.3. RESPONSE FORMAT

All bidders shall disclose and fill the below information using the following template:

**Please note that if any bidder fails to fill the below information or gives incorrect information, it will be disqualified.**

Required info	Details
The name of the company (as in the registration license)	
The location of the company	
The owners of the company	
The name and owners of the subcontractor company (if any)	
The name of the Joint Venture members and their owners (if any)	
The name and owners of the local partner (in case of international bidder)	

<b>The human resources working on this tender (names, experience, current employer ...)</b>	
<b>The registration license of the bidder (the subcontractor and the JV member)</b>	Attachment

Note: Where some skills are not available, the bidder should sub-contract with a reputable firm to cover for this specific skill, services, or equipment provided that the main contractor will be responsible towards MoDEE. In case of subcontracting, the subcontractor must be approved by MoDEE and the contractor will be liable for all works performed by the sub-contractor, subcontracting may be with national or international firms.

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. These services and engagements are expected to be performed by the bidder during the last 7 years – at least 2 reference projects.

The response to this RFP is subject to the general rules applied for responding to government tenders.

Bidders' written response to the RFP must include:

**Part I: Technical and Corporate Capability.**

**A. Corporate capability statement.**

Corporate capability statement should include the following:

- A summary of the organization's capabilities, including previous experience in similar projects during the last 7 years highlighting the following – at least 2 complete references (Please include the scope, and starting and finishing dates of each provided reference as the below template).

Project Name	
Start date	
End date	
Project components	

- A list of the clients highlighting any potential conflicts of interest.

**B. Technical proposal**

The technical proposal shall include a full compliance sheet of the system features mentioned in section 3.1.1 above in addition to the approach to achieve the scope of work defined in this RFP and delivering each of the major components as specified in the Scope of Work and Deliverables section

For the evaluation to progress quickly and effectively, bidders are requested to provide **Part I** of their proposal in the following format:

- Section 1: Introduction: Including the bidders understanding of the RFP scope of work and necessary skills, and company profile.
- Section 2: Executive Summary: An overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found.
- Section 3: Compliance sheet showing all Items described in section 3.1.1 Solution Features beside any additional related activities needed for the successful implementation of the project.

- Section 4: Project Approach and Implementation Methodology to achieving the scope of work defined in this RFP and delivering each of the major components as specified in the Deliverables section. 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 5.4.
- Section 5: Work plan and duration (implementation plan): The work plan and duration for the overall work (from project kickoff date till the Final delivery date), including any dependencies between the separate items in the scope.
- Section 6: Track Record: The bidders' track record of undertaking similar projects both in size and nature, and references of suitable clients with contacts information (name, title, and phone). 2 projects within the last 7 years should be highlighted.
- Section 7: CV's of Project Staff Format of any proposed team and description of each staff role and their relevant experience, brief CVs of the team who will work on the project (all detailed CVs will be included in an Appendix) The bidder should also indicate the availability of the proposed staff and their area of competency.

The bidder should provide deliverables in English only if any.

## **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 pricing should show the proposed linkage between deliverables and payments. Financial proposal should include the Form of Bid (عرض المناقصة) and summary of remuneration (خلاصة بدلات الأتعاب) attached in the Arabic Sample Agreement under (ملحق الاتفاقية رقم 2 ورقم 3) duly filled; signed and stamped by the bidder. The Financial proposal should be submitted in separation of the technical proposal. For the evaluation to progress quickly and effectively, bidders are requested to provide their proposal as per the format described in Annex 5.5.

**The financial offer should be inclusive of the General Sales Tax and all applicable fees and taxes**

## **Part III: Bid Security**

*This part includes the original Bid Guarantee.*

### **4.4. RESPONSE SUBMISSION**

Bidders must submit proposals to this RFP to MoDEE on **joneps** no later than 03:00 PM on 1/9/2025 (Jordan Local Time).

P.O. Box 9903  
Amman 11191 Jordan  
Tel: 00 962 6 5805642  
Fax: 00 962 6 5861059

Proposals should be submitted as 3 separate parts each part on **Joneps** , as follows:

- **Part I "Secure File Transfer System - Technical and Corporate Capabilities Proposal"**..  
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 "Secure File Transfer Solution – Financial Proposal"**.

- **Part III “Secure File Transfer Solution – Bid Bond”** This part (envelope) should contain 1 hard copy. This part should not contain any reference to cost or price. Inclusion of any cost or price information in the technical proposal will result in the bidder’s proposal being disqualified as irresponsible. (It will be submitted to the Tenders and Procurement Unit of the Ministry of Digital Economy on the day of submitting bids.)

Regardless of method of delivery, the proposals must be received by MoDEE no later than 03:00 PM on 1/9/2025 (Jordan Local Time). MoDEE will not be responsible for premature opening of proposals not clearly labeled.

#### **4.5. RESPONSE EVALUATION**

The overall proposal will be evaluated both technically and financially, and will be evaluated and awarded according to the clause number 29 of the Government Procurement instructions of 2022 based on a compliance sheet that should be submitted through the technical bidder proposal. MoDEE reserves the right not to select any offer. MoDEE also assumes no responsibility for costs of bidders in preparing their submissions.

#### **4.6. 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
- 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 %.
- The type of contract will be a fixed lump sum price contract including costs of all 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 MoDEE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the proposal process.
- The bidders shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the

bidder is awarded the contract. The information to be provided shall list the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.

- The Bidder shall submit a (Tender Bond) proposal security on a form similar to the attached format in Jordanian Dinars for a flat sum of **(9,000 J.D)** (in a separate sealed envelope. The bond will be in the form of a certified cheque or 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 tendering committee, and agreed to by the bidder.
- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the tendering 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 tendering committee, be forfeited:
  - If the bidder withdraws its proposal during the period of proposal validity as set out in the RFP; or
  - In the case of winning bidder, if the bidder fails within the specified time limit to sign the contract; or furnish the required performance security as set out in the contract.
- The winning bidder must pay the fees of the RFP advertisement issued in the newspapers.
- MoDEE 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.
- 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.

#### **4.7. LEGAL TERMS**

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

- 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 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.
- MoDEE requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Special Purchase committee will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

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

- No bidder shall contact MoDEE, its employees or the Special Purchase committee or the technical committee members on any matter relating to its proposal to the time the contract is awarded. Any effort by a bidder to influence MoDEE, its employees, the Special Purchase committee or the technical committee members in the tendering committee's proposal evaluation, proposal comparison, or contract award decision will result in rejection of the bidder's proposal and forfeiture of the proposal security
- The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.
- A business registration certificate should be provided with the proposal
- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts.
- MoDEE takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise.
- 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 addendum.
- Proposals shall remain valid for period of (90) days from the closing date for the receipt of proposals as established by the Special Purchase committee.
- The Special Purchase committee may solicit the bidders' consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by fax. If a bidder agrees to prolong the period of validity, the proposal security shall also be suitably extended. A bidder may refuse the request without forfeiting its proposal security; however, in its discretion, the Special Purchase committee may cease further review and consideration of such bidder's proposal. A bidder granting the request will not be required nor permitted to modify its proposal, except as provided in this RFP.
- 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. MoDEE will take no responsibility for any non-Government of Jordan resources either within Jordan or during travel to/from Jordan.
- Any documentation and software procured or developed under 'Document Management System' are the property of MoDEE upon conclusion of 'Document Management System'. 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 its proposal security (bid bond).
- A bidder wishing to withdraw its proposal shall notify the Special Purchase committee in writing prior to the deadline prescribed for proposal submission. A withdrawal notice may also send 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 Purchase committee at the address in RFP and bear the contract name "Document Management System" and the words "Withdrawal Notice".
- Proposal withdrawal notices received after the proposal submission deadline will be ignored, and the submitted proposal will be deemed to be a validly submitted proposal.
- No proposal may be withdrawn in the interval between the proposal submission deadline and the expiration of the proposal validity period. Withdrawal of a proposal during this interval may result in forfeiture of the bidder's proposal security.
- The Bidder accepts to comply with all provisions, whether explicitly stated in this RFP or otherwise, stipulated in the governmental Procurement By-Law No. 8 of 2022 and its



amendments, 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 Tendering 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 MoDEE, and shall at all times support and safeguard MoDEE'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
- MoDEE reserves the right to furnish all materials presented by the winning bidder at any stage of the project, such as reports, analyses, or any other materials, in whole or part, to any person. This shall include publishing such materials in the press, for the purposes of informing, promotion, advertisement and/or influencing any third party, including the investment community. MoDEE shall have a perpetual, irrevocable, non-transferable, paid-up right, and license to use and copy such materials mentioned above and prepare derivative works based on them.
- Bidders (whether in joint venture or alone) are not allowed to submit more than one proposal for 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 The Jordan Custom'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 the MoDEE. A confidentiality undertaking is included in annex 6.3
- 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 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.**

- **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

#### **4.8. 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.

#### **4.9.        *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.

#### **4.10.       *DOCUMENT PROPERTY***

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Winning bidder in accordance with the Contract shall become and remain the property of 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.

#### **4.11.       *REMOVAL 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.

#### **4.12.       *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. *Sample Arabic Agreement*

<Attached>

### 5.2. *Key RFP Dates*

ITEM	DATE (DD/MM/YY)
Date of RFP distribution	On Jonep
Deadline for submission of bidders' questions to RFP	ON JONEPS
Expected date for answers to bidders' questions	ON JONEPS
Proposal deadline	ON JONEPS

### 5.3. *Confidentiality Undertaken*

#### Confidentiality Undertaking

---

This Undertaking is made on [DATE] by [NAME] "[Consultant]" to the benefit of the Ministry of Information and Communications Technology, "[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 have executed this Agreement on the date first written above.

**Consultant:**

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

**Authorized Officer**

### **5.4. Technical proposal response format**

#### **Introduction**

##### **Executive Summary**

*This includes the bidder's understanding of the terms of reference, scope of work and necessary skills, and company profile. This involves including an overview of the main points contained in the proposal with references to sections where more detailed discussion of each point can be found (maximum 4 pages).*

##### **Approach**

*A detailed description of how the bidder will undertake each major area in the SCOPE OF THE PROJECT and DELIVERABLES section, required resources (bidder, ministry and third party) and any special skills required, the deliverables (format and structure), use of any methodology and how it will cover the scope, use of any standard tools, and duration of any work streams.*

##### **[Activity 1]**

#### **Implementation Approach**

<b>Actions</b>	<b>Approach</b>
<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder's approach for implementing the action, including</i> <ul style="list-style-type: none"><li><i>Process (i.e. steps)</i></li><li><i>Standard methodologies adopted</i></li><li><i>Scope of involvement for each stakeholders</i></li></ul>
...	...

#### **Deliverables**

<b>Deliverables</b>	<b>Format and Structure</b>
<i>Provides a listing of the deliverables of the Activity</i>	<i>Describes the format (e.g. MS Word document) and Structure (e.g. Outline, indicating the scope and content) of each deliverable.</i>

...	...
-----	-----

**[Activity 2]**

**Implementation Approach**

Actions	Approach
<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder's approach for implementing the action; including</i> <ul style="list-style-type: none"> <li>▪ <i>Process (i.e. steps)</i></li> <li>▪ <i>Standard methodologies adopted</i></li> <li>▪ <i>Scope of involvement for each stakeholders</i></li> </ul>
...	...

**Deliverables**

Deliverables	Format and Structure
<i>Provides a listing of the deliverables of the Activity</i>	<i>Describes the format (e.g. MS Word document) and Structure (e.g. Outline, indicating the scope and content) of each deliverable.</i>
...	...

**[Activity...]**

**Implementation Approach**

Actions	Approach
<i>Provides a listing of the actions needed for the Activity</i>	<i>Describes the bidder's approach for implementing the action; including</i> <ul style="list-style-type: none"> <li>▪ <i>Process (i.e. steps)</i></li> <li>▪ <i>Standard methodologies adopted</i></li> <li>▪ <i>Scope of involvement for each stakeholders</i></li> </ul>
...	...

**Deliverables**

Deliverables	Format and Structure
<i>Provides a listing of the deliverables of the Activity</i>	<i>Describes the format (e.g. MS Word document) and Structure (e.g. Outline, indicating the scope and content) of each deliverable.</i>



...	...
-----	-----

### **Work Plan and Duration**

*The work plan and duration for the overall consulting work, including any dependencies between the separate items in the scope. The bidder should provide milestones for each deliverable. The work plan should break down the phases and tasks within each phase and indicate which resources will be working on these tasks*

### **Track Record**

*The bidder's track record on projects similar in both size and nature undertaken in the last five years, and references of suitable client references with contact details*

### **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*

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

---

(a) Employment Record From date — present  
 Employer \_\_\_\_\_  
 Position held \_\_\_\_\_

(b) Employment record \_\_\_\_\_ — \_\_\_\_\_  
 Employer \_\_\_\_\_  
 Position held \_\_\_\_\_

(c) Employment record \_\_\_\_\_ — \_\_\_\_\_  
 Employer \_\_\_\_\_  
 Position held \_\_\_\_\_

	<u>Reading</u>	<u>Speaking</u>	<u>Writing</u>
Language 1			

Signature \_\_\_\_\_ Date \_\_\_\_\_

### 5.5. 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 2 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, finance rate and taxes. All prices are for site delivery.

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

Services	Amount
Solution Requirement	
Installation and Configuration	
Support and Maintenance	
Knowledge Transfer and Training	
Total	

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

**Project Detailed Cost:**

#### 1. Solution Requirement

Requirements Gathering and Solution Design	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[List all activities associated with Solution Design and Architecture]	Skill 1				
	Skill 2				
	Skill 3				
	Skill N				
<b>TOTAL</b>					

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

**2. Installation and Configuration**

Installation and Configuration	Unit/license price	Qty	Total units/license price	Yearly maintenance and warrantee	Comments
[List all the required Installation and Configuration]					
	Total			Total	

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

**Software Licenses**

Software Supplier	Name of Software	License Metrics (i.e. by number of clients, processor power or other	No License s	Unit price	Total	3 years maintenance and upgrade	Total (inc maint)
			TOTAL				

(i) Use several lines in the table if the license complexity warrants

**3. Support and Maintenance**

Operations Management	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[List all activities associated with <b>Operations Management, Support and Maintenance</b> ]	Skill 1				
	Skill 2				
	Skill 3				
	Skill N				
<b>TOTAL</b>					

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

**4. Knowledge Transfer and Training**

Operations Management	Resource	Unit cost (man day cost)	Number of Units (man days)	Total Cost	Comments
[List all activities associated with <b>Change Management, Knowledge Transfer and Training</b> ]	Skill 1				
	Skill 2				
	Skill 3				
	Skill N				
<b>TOTAL</b>					

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

## 5. 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.

- 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 %.

## **5.6. Support Procedures and Policies**

The bidder is required to comply with the following:

1. Severity Levels defined under item 5.6.1.
2. Response /Resolution Times and Reporting Procedures defined in “Response, Resolution, times for different severity levels” table below.
3. Escalation Procedures and Penalties defined in the “Penalties” Table below

### **5.6.1. Severity Levels:**

#### **Severity One (Urgent)**

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

Examples of Severity one cases: DB becoming corrupted or inaccessible.

#### **Severity Two (High)**

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

Example of Severity two cases: one node of cluster becomes down or unavailable, inability to update DB by entities representatives or solution administrators, or inability to synchronize data between DB nodes.

#### **Severity Three (Medium)**

A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss one which impairs some operations but allows the Required Service\Solution users/administrators to continue to function. 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 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.

**Table 1: Response, Resolution, times for different severity levels**

Severity	Response Time	Resolution Time
1	1 hour	8 hours.
2	3 hours	1 working day
3	4 hours	3 working days
4	8 hours	5 working days

\*Support required to be 24x7 for severity 1 and 8x5 basis for other severities ,  
Where:

**Response Time:** Time taken to acknowledge receiving of reported incident calculated from the time 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. (All hours are calculated within the eight working hours)

**Resolution Time:** 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. (All hours are calculated within the eight working hours)

### ***5.6.2. Escalation Procedure and Penalties:***

For incidents classified as Severity Level 1, 2, 3 & 4, if bidder:

1. Passed the Response Time: first level of escalation will be applied by notifying bidder's Technical Support Manager or the assigned contact person.
2. 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 the below table and all costs incurred by MODEE for fixing the problem will be charged to the winning bidder and deducted from his dues or the performance/maintenance bond..

**Table 2: Penalties**

Severity	Definition	Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of 10 J.D. shall be applied for each hour pass the resolution time. This penalty shall continue for the first 24 hours (2x24). If delay continues, then the penalty of 240 J.D. per day shall be applied until resolving the incident. After 2 days, if the incident not resolved then MoDEE have the right to called 3rd party to resolve the incident and all cost incurred by MoDEE



		for fixing the problem will be charged to winning bidder in addition to above penalties
2	Should be done, near essential to business survival.	A penalty of 200 J.D. shall be applied for each day pass the resolution time. This penalty will be applied until resolving the incident. After 3 days, if the incident not resolved then MoDEE have the right to called 3rd party to resolve the incident and all cost incurred by MoDEE for fixing the problem will be charged to winning bidder in addition to above penalties
3	Could be done, high benefit to business if time and resources are available.	A penalty of 150 J.D. shall be applied for each day pass the resolution time. This penalty will be applied until resolving the incident. After 4 days, if the incident not resolved then MoDEE have the right to called 3rd party to resolve the incident and all cost incurred by MoDEE for fixing the problem will be charged to winning bidder in addition to above penalties
4	Important problem but can wait	A penalty of 100 J.D. shall be applied for each day pass the resolution time. This penalty will be applied until resolving the incident. After 5 days, if the incident not resolved then MoDEE have the right to called 3rd party to resolve the incident and all cost incurred by MoDEE for fixing the problem will be charged to winning bidder in addition to above penalties

## ***5.7 Inquiries Form***

### **General Response for All Raised Questions**

Taking into consideration the requirements outlined in the RFP and this Q&A document, bidders need to respond based on their experience in projects of similar size and scope

<b>Q1</b>	
<b>A1</b>	
<b>Q2</b>	
<b>A2</b>	
<b>Q3</b>	
<b>A3</b>	
<b>Q4</b>	
<b>A4</b>	