Government Procurement Department (GPD)

REQUEST FOR PROPOSAL (RFP)

RFP NO: XXXX

Technical Support, Maintenance, Development and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

Proposal Deadline:

Table of Contents

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

2

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 GPD AND/OR JORDAN EGOVERNMENT PROGRAM. THE INFORMATION IN THIS RFP IS INTENDED TO ENABLE THE CUSTOMER TO FORMULATE A PROPOSAL IN RESPONSE TO THE PROJECT REQUIREMENTS SET FORTH. ALTHOUGH THIS RFP CONTAINS SUCH ENABLING INFORMATION, BIDDERS MUST MAK THEIR OWN INDEPENDENT ASSESSMENTS AND INVESTIGATIONS REGARDING THE SUBJECT MATTER OF THIS RFP. THE GPD 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 GPD AND THE WINNING BIDDER.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

3

1. INTTRODUCTION

1.1 RFP Purpose

Government procurement department is soliciting proposals from qualified bidders who have experience in building, developing, operating and supporting similar systems to provide support and maintenance services, provide development (either new development or enhancement and amendment) for the Jordan on-line e-procurement system (JONEPS) for Government procurement Department GPD/ Government tenders Department GTD, also the winning bidder shall provide a knowledge transfer at the end of contract to the new bidder who will be after this contract.

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 required scope of work and implementation guidelines. The organization of the RFP is as follows:

- **SECTION 1: INTRODUCTION**

  This Section outlines the RFPs purpose & introduction and its organization.

- **SECTION 2: PROJECT DEFENTION AND DESCRIPTION**

  This Section outlines the overall description, purpose, objectives and the current situation

- **SECTION 3: SCOPE OF WORK**

  This Section defines the detailed scope of work required to accomplish this project, description for functional and non-functional requirements

- **SECTION 4: BIDDER CAPABILITY AND SKILLS AND TECHNICAL, FINANCIAL PROPOSAL REQUIREMENT**

  This Section define the required bidder capability and Skills

- **SECTION 5: ADMINISTRATIVE PROCEDURES AND REQUIREMENTS**

  This Section describes the administrative rules and procedures that guides the received proposals including dates, response formats for the technical and financial proposals, and their relevant legal and financial terms

- **SECTION 6: ANNEXES**

  This Section includes all Annexes for the RFP

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

4

2. PROJECT DEFINITION AND DESCRIPTION

Overview

The Government of Jordan (GOJ) is implementing an electronic-Government Procurement system (JONEPS) to provide a platform for all government entities, JONEPS aims to: (i) increase transparency and integrity in procurement procedures and practices; (ii) improve efficiency in the procurement process, and foster accountability; Additionally, JONEPS aims to (iii) improve the confidentiality and authenticity of transactions between the procurement entities and the suppliers; and (iv) develop a common database and electronic trail of procurements (the Procurement Management System) and (v) ensure appropriate security to facilitate proper monitoring, reporting and planning of public procurements. The Government Procurement Department and Government Tender Departments (GPD and GTD) are the lead Entities for this reform and GPD is the client of the system development.

JONEPS will significantly enhance of GoJ's procurement efficiency and capacity. The system is a unitary, web based, whole-of-government procurement framework, it was developed subject to a Korean consultant grant in collaboration with National Jordanian committee. JONEPS is being rolled out to major users on a phased basis. The Major e-Procurement System modules include:

- Centralized Registration
- Dashboards
- E-Bidding
- Framework agreements & e-shopping mall
- E-Evaluation
- Complaint handling
- Contract Preparation, Contract Management System (CMS) including (CPM)
- System and Security Administration
- Application Usability and Help
- Administration functions
- e-proc Management and Performance Monitoring System
- linkage with another systems.

Current Situation

JONEPS, comes as a translation of the vision of His Majesty King Abdullah II, the great son of Hussein - may God protect him - of the necessity of strengthening citizens' confidence in state institutions, strengthening the national integrity system, and providing the best services to citizens.

The system was implemented in the first phase in 2018 in the General Supplies Department (Online/Offline), and in 2019 instructions for electronic purchasing were prepared (Electronic Purchasing Instructions for the year 2019) and the system was launched electronically in the Government Procurement Department.

The second phase of JONEPS, was implemented in government agencies and units (as purchasing departments procuring entity) through the local committees

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

5

JONEPS electronic purchasing system works electronically at all stages of the procurement process, starting from preparing the purchase order to managing the contract implementation, through electronic payment (Bid Bond, awarding notice fees, and notification fees), Purchase order, Tender invitation, Announcement of tender invitation, Payment of bid copies fees, Submitting inquiries, Responding to inquiries, Submission of bids, Opening bids, Evaluation and awarding, Initial awarding Objection to the initial awarding, Final awarding, Final awarding decision, Purchase orders, Contract execution management. Inquiries, complaints, objections and offers are also submitted electronically, and awarding are published on the system portal.

Also, the system was developed to allow foreign bidders to register and participate in bids.

JONEPS is integrated with relevant authorities: -

1. The Ministry of Digital Economy and Entrepreneurship, digital certificate authority (Sanad and E-Signature).
2. The Ministry of Industry and Trade, the commercial register of individual enterprises
3. Companies Control Department, Commercial Register of Companies
4. E-Fawateercom in coordination with Central Bank of Jordan.
5. The Social Security Corporation, is obligated by the tenderer to duly include his employees
6. Greater Amman Municipality, Validity of professions licenses
7. Ministry of Finance / Income and Sales Tax Department, GFMIS
8. Government Tenders Department / validity of Contractors and technical services providers classification and Participation eligibility

The tenderer's information is checked upon registration by returning his information to every department with which the system is connected, in order to ensure the correctness of his information.

The bidder's details undergo verification during the registration process, as the system cross-references the provided information with each connected department. This is done to guarantee the accuracy of the bidder's information.
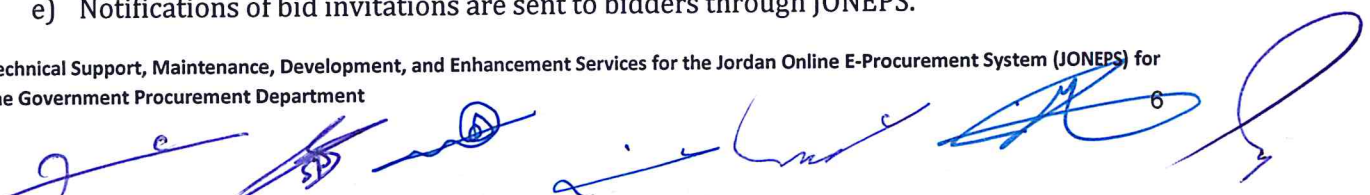
JONEPS will be a unified portal for governmental procurement in the Hashemite Kingdom of Jordan, and at the end of 2025 will be applied in the central procurement departments, governmental agencies and units, after 2025 will be applied in Great Amman Municipality and other municipalities under local administration ministry.

Government purchases will be prepared in all governmental entities and units with the same procedures and in a shorter time than it is now.

In the end, public expenditures will be controlled, Ultimately, there will be supervision over public expenditures.

The bidding process that can be handled through JONEPS include:

a) Government Entities and units send purchase requests through the JONEPS
b) Procurement requests are received electronically by the Government Procurement Department or the Government Tenders Department based on bid type.
c) Bids are submitted through the JONEPS by Bidders.
d) Procurement plans of government entities and units are published through JONEPS.
e) Notifications of bid invitations are sent to bidders through JONEPS.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

6

f) Bid Invitation and Bid documents can be viewed electronically by the bidders.

g) Inquiries are submitted by bidders through JONEPS.

h) Inquiries are answered through JONEPS.

i) Bid Documents Price are paid through electronic payment methods (eFawateercom) according to the electronic payment number sent by e-mail.

j) Proposals are submitted through JONEPS using the digital identity.

k) Proposals are opened on JONEPS, by the competent procurement committees.

l) The results of bid opening are published on JONEPS after completing the bid opening session.

m) Proposals are evaluated through JONEPS.

n) The technical evaluation results, the prequalification results, and the expression of interest results are published on JONEPS

o) The initial awarding is published through the system and notifications are sent to the participating bidders.

p) Procurement cancellation or retendering processed are published through JONEPS.

q) Debriefing, Objections and complaints, if any, are received and processed through JONEPS.

r) Correspondences are sent to bidders through JONEPS.

s) The final awarding is prepared through JONEPS.

t) Purchase orders are prepared through JONEPS.

u) Purchase complaints have been developed through JONEPS in addition to the procedures of the procurement committee.

v) The feature of paying stamp fees has been added in addition to paying complaint fees electronically.

Current Software and Hardware Environment:

The system is hosted in the Government private Cloud, (GPC), The following table provides a detailed of system software, and application software components.

Table No. (1) Current Software

Category	Description	Remark
System Software	LINUX Red Hat Enterprise Linux (OS) Apache (Web Server) 2.4 Tomcat (WAS) DB2 (RDBMS) PKI Solution WAS Performance	Open Source
Application Software	Java Programming 8 and 17 (both used) DB2 RDBMS Spring MVC Spring Data Spring Boot 2 Web Service for information Linkage with outside systems. XML e-documents	These are applications that use technology, not Spring Boot and Java or any software itself.

	Mybatis	
	JPA	
	Vue 3	
	JQuery	
	Yarg framework for report	
	Java EE (JSTL, JSP)	
	SOAP and RESTful Web Services	

*** for additional information you can visit (JONEPS.GOV.JO)

*** winning bidder will be provided with all necessary documents like (flowcharts)

Project Description

GPD seeks to contract with a well-trained and expert company in similar project to provide the below services and activity for 1 years starting from the commencement date.

- Part one: Provide technical support and maintenance for the Jordan on-line e-procurement system (JONEPS) Whole system and database.
- Part Two: Man-Days to provide development and modifications for any need may arise.
- Part Three: Provide knowledge transfer to Five GPD Employees during the contract, and to the new winning bidder at end of this contract (in addition to provide the needed technical documentation to describe the system)

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department
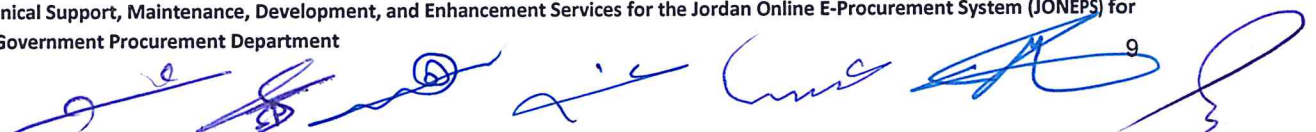
8

3. SCOPE OF WORK

Important notes:

- The duration time for this project is one year as below starting from the commencement date.

3.1 Part One: Technical support and maintenance

- Winning Bidder shall provide technical support and maintenance Jordan on-line e-procurement system (JONEPS).
- Winning Bidder shall provide a 24X7 support, maintenance services for whole JONEPS system and its integrations and database including DDL AND DML and exclude DBA tasks.
- Winning bidder shall respond to GPD/GTD inquiries according to the required response and resolution matrix (Refer to table 1).
- Winning bidders should submit a list of qualified support team to be responsible for resolving reported incidents/problems highlighting the staff name with contact details.
- Service support that shall be provided by the winning bidder must include Incident Management, Problem Management, Release Management and Configuration Management reported monthly.

3.1.1 Winning Bidder Activities for Technical Support

- Provide GPD with a regular monthly reports including all the activities that have been conducted during the period.
- Assign a contact person / project manager to be responsible during the support and maintenance period of this contract.
- Ensure the availability of qualified resources at the local partner's premises to provide on-site support or remote support maybe provided when needed in coordination with GPD.
- Provide detailed implementation plan for any pre-planned maintenance operation that may affect GPD/GTD services 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 (on-site or remotely support) registering the reported incident, its root cause and the followed procedures that resulted in the successful resolution including the taken and/or suggested recommendations and measures that shall prevent such incidents / issues from reoccurring in the future.
- Assign a hot line number to be used for reporting Severity 1 (Urgent) incidents defined below
- Comply with the service level requirements defined below
- Bidder should have e-Ticketing system independent than JONEPS to enable GPD/ GTD to access and report incidents and improvement requests (mandays) that should be tracked and monitored till final resolution, and keeping GPD/ GTD informed about the status for these incidents, and generate various incident reports and does not replace the formal reporting, e-ticket system selection it will be determined by the winning company.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

9

The exact requirements include the implementation of all latest fixes, patches, and required updates issued by the original vendor (mother company). These updates shall be applied only after obtaining prior approval from the Government Procurement Department (GPD). The scope covers security patches, performance enhancements, bug fixes, and any mandatory updates necessary to maintain system stability and compliance.

3.1.2 Service Level Requirements

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 Government Procurement Department

Severity One (Urgent)

A severity one (1) issue is a catastrophic business impact: complete loss of a core business process that needs immediate attention or the system shows wrong results.

Severity Two (High)

A severity two (2) issue is critical business impact: significant loss or degradation of services, or occurrence of a severe slowdown on the system that makes providing the service difficult.

Severity Three (Medium)

A severity three (3) issue is a medium-to-low impact problem, which involves partial non-critical functionality loss or failure of a service or the appearance of notes on a service or system component

Severity Four (Low)

A severity four (4) low priority problem, it can wait, as there is no loss of functionality or impact on the business.

Response and Resolution Matrix

Table below describes the response and resolution time required for the different problems severities at Government Procurement Department:

Severity	Response Time	Resolution Time
1	30 Minutes during working hours and 1 Hours after working hours	8 Hours
2	1 Hours during working hours and 2 Hours after working hours	24 hours
3	3 Hours	48 Hours
4	8 Hours	5 Days

Table 1 Response and Resolution Matrix

*The required support 24x7 for all severities.

Where:

Response Time: The time it takes to acknowledge GPD's/ GTD's issue in a non-automated way. It is calculated from the time of sending an email explaining the incident, opening a ticket on

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

10

bidder ticketing system, or conducting a phone call with the assigned support engineer until the time that GPD/ GTD is advised their problem has been received and is being addressed

Resolution Time: Is the time taken to resolve the reported incident completely. Resolution Time (Restoration Time) is calculated from the end of the defined response time for each severity level as shown in the above table; it shall include the diagnostic and the fixing time for the reported incident.

3.1.3 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 without accepted reason from GPD /GTD, then GPD 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 GPD for fixing the problem shall be charged to the winning bidder and deducted from his dues or the performance/ Maintenance bond.

Severity	Definition	Support Penalty
1	Must be done, essential to business survival. Business can't continue	A penalty of (Awarding Value for Technical support part/project Duration in days) *0.1 J.D. shall be applied per day or part of day pass the resolution time. This penalty shall be applied until resolving the incident. After 2 days of the resolution time, if the incident not resolved then GPD have the right to call 3rd party to resolve the incident and all cost incurred by GPD for fixing the problem will be charged to the winning bidder in addition to above penalties.
2	Should be done, near essential to business survival.	A penalty of (Awarding Value for Technical support part/project Duration in days) *0.085 J.D. shall be applied per day or part of day pass the resolution time. This penalty shall be applied until resolving the incident. After 2 days of the resolution time, if the incident not resolved then GPD have the right to call 3rd party to resolve the incident and all cost incurred by GPD for fixing the problem will be charged to the winning bidder in addition to above penalties.
3	Could be done, high benefit to business if time and resources are available.	A penalty of (Awarding Value for Technical support part/project Duration in days) *0.065 J.D. shall be applied per day or part of day pass the resolution time. This penalty shall be applied until resolving the incident. After 2 days of the resolution time, if the incident not resolved then GPD have the right to call 3rd party to resolve the incident and all cost incurred by GPD for fixing the problem will be charged to the winning bidder in addition to above penalties.
4	Important problem but can wait	A penalty of (Awarding Value for Technical support part/project Duration in days) *0.045 J.D. shall be applied per day or part of day pass the resolution time. This penalty shall be applied until resolving the incident. After 2 days of the resolution time, if the incident not resolved then GPD have the right to call 3rd party to resolve the incident and all cost

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

11

		incurred by GPD for fixing the problem will be charged to the winning bidder in addition to above penalties.
5	Man-Days	A penalty of 3% of man-days daily value for each day of delay. After delay for 2 days of agreed date of Delivery, GPD have the right to call a 3rd party and all cost incurred by GPD for the development will be charged to the winning bidder in addition to above penalties.

Table 2 Penalties

Part Two: System Enhancements and Modifications (Man-Days)

The winning bidder acknowledges that there may be unspecified enhancements and development required by GPD/GTD during the implementation period.

For the system development or amendment and enhancements, GPD request from the bidder to include in their technical and financial proposal a pricing for **600 Man-Days**, those Man-days will be used when needed for any requirements established during the implementation of the project.

1. The cost of work for these development /modifications will be calculated based on the man-days required for each development /modification requested by GPD.
2. The winning bidder must submit a financial proposal for each development /modification request to GPD for approval before commencing any required development /modification process.
3. Upon receiving GPD approval, the winning bidder will initiate the required development /modification process.
4. The cost for each modification request will be paid after the Development /modification process is completed and approved from the GPD/GTD, and shall be uploaded to the production environment when requested by GPD.
5. For any requested system software development /modifications, the winning bidder must submit the following:
   - An analysis and design document,
   - A time plan,
   - Updating the documentation of the system when adding any development /modification to the copy of the source code.
   - Any additional documentation required.

The winning bidder shall follow MODEE Standards which shown in Annex (5)

Part Three: Knowledge Transfer

The Winning bidder is committed to transferring knowledge about JONEPS to GPD employees for the whole contract period, and to a potential new bidder (the selection bidder for a subsequent contract) during the last two months of the signed contract through a Knowledge Transfer Plan reviewed and approved by GPD and If requested by GPD in case new contract signed, successful knowledge transfer is required including the following:

1) Full documentation about the JONEPS coding and structures.
2) Software used.
3) Code Review.
4) APIs and web Services.
5) Database structure and relational DB.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

12

6) Any required information for smooth transaction.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

13

Documentation

Create or Update documentation related to the solution:
- Operation Manual
- Administration Manual
- Integration Technical Manual
- ERD Diagram.
- Source Code Documentation.
- Technical Design Documentation and development specifications.
- A document explaining application setup and basic trouble shooting.
- Detailed guide throughout the project by using screenshots of all possible kind of screen using both the front end as well as back end after running it with sample data, without repetition of similar kind of data or screen, in a logical order.
- Bugs and Issues documentation.
- The specification including review protocols, use cases and test plans, test results
- Provide evidences of all responsibilities bellow.

Responsibilities of the winning bidder for Support, Maintenance, Development and Enhancement:

1) Prioritize, assign and execute tasks throughout the software development life cycle
2) Develop Java EE applications
3) Write well-designed, efficient code
4) Review, test and debug the code.
5) Design and implement database architecture
6) Schedule and document product releases with internal teams and GPD
7) Document development phases
8) support the applications and software mentioned in the table above.
9) Ensure the proper operation of the OS Configuration and setting of JONEPS servers and currently running services, It ensures the continuous operation of servers in the cloud environment, delivers system-related services to support and enhance overall system performance, and handles all operating system functions.
10) Solve all the finding in the Performance check and provide a remediation report
11) Solve security finding if any during the frequently security test done for the system requested by GPD, There is no fixed schedule for inspections; inspections will be conducted as needed.
12) Ensure the testing/staging environment matches production (integrated with web services, e-payment gateways, and government services), with the understanding that modifications will be applied in the staging environment and thoroughly tested to ensure proper functionality before deployment to the production environment.
13) Front-End Development:

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

14

- Collaborate with design teams to implement user interfaces and user experiences that are visually appealing and user-friendly.
- Write clean, maintainable, and responsive HTML, CSS, jQuery, VUE Or equivalent and Java Scripts Code.
- Ensure cross-browser compatibility and optimize web applications for various devices.

14) <u>Back-End Development:</u>
- Work with server-side technologies and databases to develop robust and efficient web application logic.
- Develop Java EE applications (JSTL, JSP)
- Develop SOAP and RESTful Web Services
- Implement RESTful APIs to facilitate communication between the front-end and back-end.

15) <u>Database Management:</u>
- Cooperate with DB service provider (Create and maintain relational databases).
- Write and optimize SQL queries for data retrieval and manipulation.
- Ensure data security and integrity.

16) <u>Version Control:</u>
- Use version control systems (e.g., SNV, Git) to manage codebase and collaborate effectively with team members.
- Experience with Docker

17) <u>Testing and Debugging:</u>
- Write unit tests to ensure code quality and reliability.
- Debug and troubleshoot issues reported by users or other team members.

18) <u>Collaboration:</u>
- Collaborate closely with front-end developers, designers, and other stakeholders to meet project requirements and deadlines.
- Participate in code reviews to maintain code quality and share knowledge with the GPD team.

19) <u>Learning and Growth:</u>
- Stay updated on the latest web development trends and technologies.
- Take ownership of personal and professional development, seeking opportunities to grow and improve skills.

20) <u>Adherence to Open Standards</u>
- The software amended / developed by the winning bidder must be based on 'Open Standards' whenever such standards are available and applicable.

21) <u>Adherence to Interoperability and Architectures</u>
- The enhanced system should ensure interoperability for cross-agencies' systems leading to better information sharing amongst agencies, provide awareness and framework for coherent system design and technology selection, reduce integration complexity for cross-agencies' systems, maximize the ability to leverage existing technology assets which are widely accepted by the IT industry, and facilitate disciplined and alignment in development and deployment of systems and

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

15

infrastructure. The System must support the standard for data exchange with other systems

- Architecture: The enhanced system must ensure best practice qualities in terms of Flexibility / Extensibility, Pluggability / Integrability, Testability and Availability / Reliability. The core processes and associated sub process, in terms of implementation should be based on the concept of Service Oriented Architecture (SOA). The System must be based on the use of web services for interaction between systems. The proposed system should utilize web services to obtain or verify data, wherever possible. The proposed system should also make available web services to provide information to other government agencies and approved agencies. The System must comply with the XML format for data exchange.

- Provide evidences of Adherence to Interoperability and Architectures.

22) <u>**System Software and System-Management Utilities:**</u>
- The winning bidder will provide specifications of all System Software and System Management Utilities if they are part of the solutions proposed, including the operating system, firmware, middleware, security, systems administration, etc.
- The winning bidder must provide specifications of all General-Purpose Software that are part of the bidder proposal

23) <u>**Technical management and troubleshooting, training:**</u>
- The winning bidder must provide appropriate tools for testing and troubleshooting all Software provided by the bidder.
- The winning bidder will provide Technical and operational Training where appropriate. All training must include comprehensive training materials.
- The winning bidder must provide software license/s, maintenance, and/or technical support services for the System enhancements during agreed Post-Warranty Services Periods.

24) <u>**Additional Development:-**</u>
All the Services of supporting / sustainability & development including: -
- Developing JONEPS according to GPD/GTD developments requests and workflow.
- Developing JONEPS according to the implementation of GPD, GTD for JONEPS system according to the process of applying the system to them.
- Make the necessary adjustments to enable the governmental entities and units to deploy JONEPS as the government plans as a buyer on the basis of the variety of procurement committees according to procurement bylaw and its instructions including its amendments.
- Redevelopment and re-design of the pages needed accordingly due to enhancement and development of JONEPS.
- Fix of any programming errors may occur because of software errors "can be incidents of defect in the program or weak security.".

25) <u>**Quality Component:**</u>
- **Dedicated Quality Team:**
  Assign a quality team to oversee project deliverables, performing verification and validation activities.
- **Quality Plan:**
  Prepare a comprehensive quality plan covering all project phases, deliverables.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

16

- **Quality Deliverables:**
  Provide deliverables such as Test Plans, Test Cases (including acceptance scenarios), Testing Results, Summary Reports, and Defect Reports.
- **User Acceptance Testing (UAT):**
  Conduct UAT with GPD, ensuring all bugs are resolved before approval for portal launch.
- **Additional Testing:**
  GPD incorporate with MODEE to conduct functional, non-functional, security, performance, and other tests in two rounds. Bug fixes and recommendations must be implemented by the winning bidder. Additional testing rounds will be at the bidder's cost.
- **Compliance with Standards:**
  Deliver customer journey experience and quality standards outlined in Annex 1.1
- **Testing Costs (per Module):**

Following are the estimated cost in JD for each testing type for each service covered by the Government for <u>official first 2 rounds</u>:

#	Item Description	Additional round (JD)
1.	Quality Test (per module)	620
2.	Customer Journey Test	440
3.	Performance test	100
4.	Load test	100
5.	Stress test	100
6.	Security	730

<u>Table #3</u>

➢ **In case an additional round of testing is needed after the official 2 rounds, the cost in table 3 will be covered by the winning bidder.**

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

17

4. BIDDER CAPABILITY AND SKILLS AND TECHNICAL, FINANCIAL PROPOSAL REQUIREMENT

4.1 Company Profile:

a) Proven expertise in similar IT solutions.
b) Experience of change management in government for IT System implementation
c) Capability in end-to-end solutions for public sector e-procurement unitary solutions
d) Business analysis & design Experience
e) Java programming Experience
f) Spring Framework And XML
g) RDBMS (DB2) handling
h) QA Experience
i) Ability to build user friendly interface

4.2 Technical and Financial Proposal Requirements

Technical proposal requirements

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

Technical and Financial Evaluation:

Technical proposals will be evaluated using the Following criteria:

No.	*Technical requirements*		Score	Final score
1.	Concept and Methodology	1.1 The support and maintenance services required in this RFP	6	30
		1.2 Additional System Enhancement and Developing (Man-Days)	6	
		1.3 Knowledge transfer	6	
		1.4 Quality Management	6	
		1.5 Documentation of system enhancements and modifications	6	
2.	Minimum Technical Capabilities Qualification of the team members	Project Manager a) Minimum of (5) years of experience. b) Proven expertise in IT solutions c) Experience of change management in government for IT System implementation d) Certified in Project Management (PMP) e) Capability in end-to-end solutions for public sector e-procurement unitary solutions	12	50

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

18

		f) Must have the capacity to analysis AS IS and conceive the TO BE state. Must be able to emphasize methodology, modelling, and governance		
		Senior programmer A. Minimum of (5) years of experience B. Capability in end-to-end solutions for public sector e-procurement unitary solutions C. Business analysis & design D. Java programming E. Spring Framework And XML F. RDBMS (DB2) handling	12	
		Intermediate programmer A. Minimum of (3) years of experience B. Business analysis & design C. Java programming D. Spring Framework And XML E. RDBMS (Oracle, DB2) handling	8	
		Business analysis & design A. Minimum of (2) years of experience B. Process Modeling, design and Analysis C. Requirements Management D. Agile Methodologies E. System Analysis F. Prototyping and Wireframing G. Knowledge of ERP H. Software Development Life Cycle (SDLC)	10	
		Quality Control Minimum of (2) years of experience ISTQB Foundation Level (CTFL) is required	8	
	The Company Experience	Experience in operations support and maintenance for similar projects., (1 project in last 8 years) *Completion certificate or proof of the experience should be provided. Successful implementation of similar scope using the similar proposed technology	15	20

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

19

		(national, international or regional level) (one references) during the last 8 years. proof the experience should be provided. Past Experience in similar projects and track records, that includes the following: Develop Java EE applications (JSTL, JSP) Use version control systems (e.g., SNV, Git) Write clean, maintainable, and responsive HTML, CSS, JQuery, VUE and Java Scripts Code		
		Current client list, highlighting potential conflict of interest	3	
		Project Organizational Structure.	2	
			100	

- ➢ Minimum passing score is 70 marks.
- ➢ Compliance to the service level requirements described in above.
- ➢ Provide bidder's methodology of providing
  - ○ The support and maintenance services required in this RFP
  - ○ System Enhancement and Developing (Man-Days)
  - ○ Knowledge transfer
- ➢ Describe methodology and standards for Quality Management.
- ➢ Demonstrate the technical capabilities of the team responsible for maintaining, supporting, enhancing, and developing the platform. This includes providing the qualifications of the team members, along with the number of people dedicated to supporting, maintaining, enhancing, and developing the installed platform.
- ➢ The bidder staff shall have skills and experience in the fields required to Fulfill the scope of this project, Bidder shall show those skills in his technical proposal.
- ➢ Detailed proposed Team Resumes (each resume will be subjected to the approval of GPD, in case of replacements the winning bidder has to abide by the GPD requirements for replacements and approvals. In the implementation phase GPD reserves the right to request replacement of any resource that cannot fulfill the job)
- ➢ Describe how the bidder will manage and maintain documentation for system enhancements and modifications (e.g., analysis and design documents, time plans, etc.).
- ➢ Bidders responding to this RFP should demonstrate up-to-date capabilities and experiences in providing similar services and similar engagements of the same scope, size and nature especially in the public sector. These services and engagements are expected to be performed by the bidder during the last 8 years
  - ✓ Description and references to similar projects performed in providing technical support and maintenance.
  - ✓ Reference to similar work samples (at least 1 project in the last 8 years)
  - ✓ Current client list, highlighting potential conflict of interest
  - ✓ Project Organizational Structure.

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 GPD and the contractor will be liable for all works performed by the sub-contractor.

The technical proposal shall include delivering each of the major components as specified in the technical proposal requirements. In order for the evaluation to progress quickly and effectively, bidders are requested to provide their proposal as per the format described above, non-compliance to the specified format may lead to disqualification.

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, maintenance, and all other activities in details and provide it in fixed lump sum.
➢ Provide the cost for (Man-Days) in fixed lump sum, GPD is not obliged to consume all man-days requested.
➢ Specify the costs associated with knowledge transfer, including any additional resources required, and provide the total in a fixed lump sum.
➢ The financial proposal should include a cost summary and a detailed cost analysis Section according to financial proposal template shown in Annex 3, the cost summary must provide a fixed lump sum price in Jordan Dinars for the overall scope of work and deliverables including all fees and taxes. 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 (نموذج المناقصة) and (ملخص بدلات الاتعاب) attached in the Arabic Sample Agreement under Annex 3 duly filled signed and stamped by the bidder. The Financial proposal should be submitted in separation of the technical proposal. In order for the evaluation to progress quickly and effectively, bidders are requested to provide Part II of their proposal as per the format described in Annex3

Terms of Payment

The total amount of the contract (maintenance and man-days) will be divided into Four payments paid upon submitted deliverables acceptance by GPD administration as follows;

- 1st payment, 25% of the maintenance value + 100% of the accepted tasks of the Man-Days, paid on the 1st quarter (After 3 Months) of signing the contract.
- 2nd payment, 25% of the maintenance value + 100% of the accepted tasks of the Man-Days, paid on the 2nd quarter (After 6 Months) of signing the contract.
- 3rd payment, 25% of the maintenance value + 100% of the accepted tasks of the Man-Days, paid on the 3rd quarter (After 9 Months) of signing the contract.
- 4th payment, 25% of the maintenance value + 100% of the accepted tasks of the Man-Days including the knowledge transfer, paid on the 4th quarter (After 12 Months) of signing the contract (The end of the contract and final approval and publish).

Deliverables:

➢ Service reports for all reported and resolved incidents and monthly or quarterly status reports summarizing the support and maintenance activities.
➢ List of all fix's, patches and upgrades implemented during the support and maintenance period
➢ Documentation of all enhancements, modifications, and developments carried out, including details of the changes made.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

21

- ➢ Detailed reports for any additional system enhancements or modifications performed, including time spent (Man-Days) and costs incurred.
- ➢ A comprehensive knowledge transfer report, including the completion of all knowledge transfer activities as outlined in the Knowledge Transfer Plan.
- ➢ Quality Deliverables:
  - ✓ Quality Checklists and QA documentation.
  - ✓ UAT Test Cases and scenarios.
  - ✓ UAT session reports.
- ➢ The approval of all deliverable will be by related department in GPD.

5.1 Response Evaluation

The overall proposal will be evaluated both technically and financially, and will be evaluated and awarded according to the article number (32) of the Government Procurement instructions of 2022. GPD reserves the right not to select any offer. GPD also assumes no responsibility for costs of bidders in preparing their submissions.

The technical proposal will be opened in opening session. The Financial Proposal will be kept sealed and will be opened only for qualified bidders.

All responses to the RFP will be evaluated technically and financially and the winning proposal will be selected based on **"best value"** in terms of technical superiority as well as cost effectiveness.

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

➢ **Overall Score=(Bidder Technical Offer Score ×70%) + (Lowest Financial Offer/ Bidder Financial Offer ×30%)**

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

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

- على الفريق الثاني ان يشمل سعره الضريبة العامة على المبيعات بنسبة(١٦ %) الا اذا كانت الشركة خاضعة للضريبة العامة على المبيعات بنسبة (٠)% (بموجب كتاب رسمي من هيئة الاستثمار يرفق مع العرض المالي) يتم عكس هذه النسبة على السعر المقدم من قبلها .
في حال عدم توضيح الضريبة العامة عل المبيعات على السعر المقدم من قبل الشركة يعتبر سعر الشركة شامل للضريبة العامة على المبيعات بنسبة ١٦ %.

- The type of contract will be a fixed lump sum price contract including costs of all software or/and hardware, licensees, 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, maintenance and support, and any other expenses, etc.
- The bidder shall bear all costs associated with the preparation and submission of its proposal and GPD 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.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

22

- 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 **(٣000 JD)** in a separate sealed envelope. The bond will be in the form of a bank guarantee from a 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 Procurement committee, and agreed on by the bidder

- Any proposal not accompanied by an acceptable proposal security (tender bond) shall be rejected by the Procurement 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 performance bond shall be determined in accordance with the total value of the award decision, encompassing maintenance, development, knowledge transfer and the entire duration specified within the RFP Man-Days .

- The proposal bond of the winning bidder will be returned when the bidder has signed the contract and has furnished the required performance bond

- The proposal bond may, in the sole discretion of the Procurement 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 JONEPS by E-Fawateercom.

- The GPD is not bound to accept the lowest price bid and will reserve the right to reject any bids without the obligation to give any explanation.

- Bidders must take into consideration that payments will be as specified in the tender documents and will be 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.

- GPD 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.

- Penalties will be subjected to 15% maximum value (article 89/A) of bylaw #8.

5.3 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

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

23

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

- GPD requires that all parties to the contracting process observe the highest standard of ethics during the procurement and execution process. The Procuring 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 GPD, 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 GPD of the benefits of free and open competition

- No bidder shall contact GPD, its employees or the Procuring 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 GPD, its employees, the Procuring Committee or the technical committee members in the Procuring 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 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 Instructions, and any other provisions stated in

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

24

the Standard Contracting sample Arabic Contract Agreement annexed to this RFP including general and special conditions.

- The laws and regulations of The Hashemite Kingdom of Jordan shall apply to awarded contracts

- GPD takes no responsibility for the costs of preparing any bids and will not reimburse any bidder for the cost of preparing its bid whether winning or otherwise

- Bidders must review the Sample Arabic Contract Agreement provided with this RFP and that will be the Contract to be signed with the winning bidder. Provisions in this Sample Arabic Contract Agreement are not subject to any changes; except as may be amended by GPD 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 Procuring Committee

- The Procuring 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 Procuring 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

- GPD 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 GPD

- GPD 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.

- GPD 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 Table #2. The value of such penalties will be determined in table #2 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 or his alternative to which all issues can be escalated. GPD will provide a similar point of contact

- GPD is entitled to meet (in person or via telephone) each member of the proposed team prior to any work, taking place. Where project staff is not felt to be suitable, either before starting or during the execution of the contract, the GPD reserves the right to request an alternative staff at no extra cost to GPD.

- Each bidder will be responsible for providing his own equipment, office space, secretarial and other resources, insurance, medical provisions, visas and travel arrangements. GPD will take no responsibility for any non-GPD resources either within Jordan or during travel to/from Jordan

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

25

- Bidders are responsible for the accuracy of information submitted in their proposals

- 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, that are explicitly stated in this RFP and any other provisions stated in the Standard Sample Arabic Contract Agreement attached hereto and Tendering Instruction and attached hereto

- 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 GPD, and shall at all times support and safeguard the GPD 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

- GPD 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 GPD 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. l. If a partner participates in more than one proposal; such proposals shall not be considered and will be rejected for being none-responsive to this RFP

- **Amendments or reservations on any of the Tender Documents**: Bidders are not allowed to amend or make any reservations on any of the Tender Documents or the Arabic Sample contract agreement attached hereto. In case any bidder does not abide by this statement, his proposal will be rejected for being none-responsive to this RFP. If during the implementation of this project; it is found that the winning bidder has included in his proposal any amendments, reservations on any of the tender documents or the Contract; then such amendments or reservations shall not be considered and the items in the tender documents and the Contract shall prevail and shall be executed without additional cost to GPD and the winning bidder shall not be entitled to claim for any additional expenses or take any other legal procedures

- Nothing contained herein shall be construed as establishing a relation of principal and agent as between the GPD 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

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

26

- 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 GPD business or operations without the prior written consent of the GPD. The Winning Bidder shall sign a Non-Disclosure Agreement GPD per the standard form adopted by the GPD. A confidentiality undertaking is included in **Annex 2**

- Sample Arabic Contract Agreement Approval:

  o Bidders must review the Sample Arabic Contract Agreement version provided with the RFP, which shall be binding and shall be signed with winning bidder.
  o Bidders must fill out, stamp and duly sign the Form of Bid (نموذج عرض المناقصة) attached to the Arabic Sample Agreement under (ملحق رقم ٢) and enclose it in their financial proposals
  o Bidders must fill out the summary payment schedule form sub (ملحق رقم ٣ خلاصة بدلات الاتعاب) which is part of the Arabic Sample Agreement provided with the RFP, sign and stamp it, and enclose it with the Financial Proposal
  o Bidders must also fill out and duly sign the Financial Proposal Response Formats under Annex (3) of this RFP and enclose it in the financial proposals
  o 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:

  o 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

  o After the termination of this Project, such other activities as may be specified in the Contract.

- ## INTELLECTUAL PROPERTY RIGHTS PROVISIONS

  o 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.

  o 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

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

27

c) Copied or derived from Material referred to in paragraphs (a) or (b);

- o Intellectual Property in all Contract Material vests or will vest in the GPD. This shall not affect the ownership of Intellectual Property in any material owned by the Winning Bidder, or a Sub-contractor, existing at the effective date of the Contract. However, the Winning Bidder grants to the GPD, or shall procure from a Sub-contractor, on behalf of the GPD, 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.

- o If requested by the GPD 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

- o The Winning Bidder shall at all times indemnify and hold harmless the GPD, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred from any claim, lawsuit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Winning Bidder, its officers, employees, agents or Sub-contractors in connection with the performance of the Services or the use by the GPD of the Contract Material. This indemnity shall survive the expiration or termination of the Contract

- o The Winning Bidder not to benefit from commissions discounts, etc. The remuneration of the Winning Bidder stated in the Decision of Award of the bid shall constitute the Winning Bidder sole remuneration in connection with this Project and/or the Services, and the Winning Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Winning Bidder shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

- **THIRD PARTY INDEMNITY**

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

- o 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

- o Where and to the extent that loss or liability relates to personal injury, death or property damage.

- **LIABILITY**

- o 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

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

28

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

5.4 Conflict Of Interest

- The Winning bidder warrants that to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by its employees and that based upon reasonable inquiry it has no reason to believe that any sub-contractor has such a conflict

- If during the course of the Contract a conflict or risk of conflict of interest arises, the Winning bidder undertakes to notify in writing the GPD immediately that conflict or risk of conflict becomes known

- The Winning bidder shall not, and shall use their best endeavors to ensure that any employee, agent or sub-contractor shall not, during the course of the Contract, engage in any activity or obtain any interest likely to conflict with, or restrict the fair and independent performance of obligations under the Contract and shall immediately disclose to the GPD such activity or interest

- If the Winning bidder fails to notify the GPD or is unable or unwilling to resolve or deal with the conflict as required, the GPD may terminate this Contract in accordance with the provisions of termination set forth in the Contract

5.5 Secrecy And Security

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

5.6 Document Property

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department
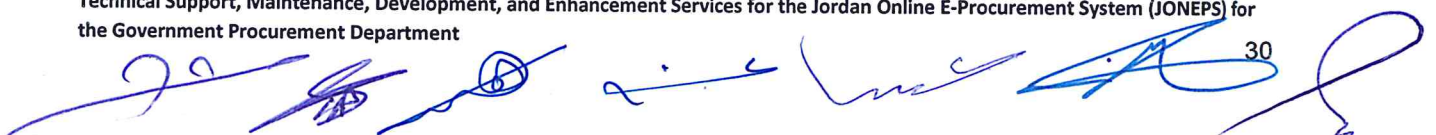
29

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the winning bidder in accordance with the Contract shall become and remain the property of the GPD, and the Winning bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to the GPD, 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

5.7 Removal Or/And Replacement of Personnel

- Except as the GPD 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 GPD approval

- If the GPD finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Winning bidder shall, at The MO's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to GPD

5.8 Other project-related terms

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

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

30

5. ANNEXES

ANNEX 1: Customer journey Experience standard and quality standard

ANNEX 2: Confidentiality Undertaking

ANNEX 3: TECHNICAL AND FINANCIAL PROPOSAL RESPONSE FORMAT

ANNEX 4: SAMPLE ARABIC AGREEMENT

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

31

ANNEX 1.1 customer journey Experience standard and quality standard

System General Requirements) : المتطلبات العامة للنظام) -١

تطبيق المعيار	المعيار	الرقم
	١,١ شمولية برامج تصفح الانترنت (Browser Compatibility) مثل:	
	النظام الإلكتروني يعمل بكفاءة على برنامج تصفح الانترنت المدعوم "Google Chrome"	1.1.1
	النظام الإلكتروني يعمل بكفاءة على برنامج تصفح الانترنت المدعوم "Mozilla Firefox"	1.1.2
	النظام الإلكتروني يعمل بكفاءة على برنامج تصفح الانترنت المدعوم " Microsoft Edge"	1.1.3
	النظام الإلكتروني يعمل بكفاءة على برنامج تصفح الانترنت المدعوم"SAFARI"	1.1.4
	١,٢ خاصية الاستجابة و الاستخدامات المتعددة (Responsiveness and Capability Cross-Platform): إمكانية استخدام واستعراض النظام الإلكتروني عن طريق كافة الوسائط الالكترونية	
	الاستجابة على الكمبيوتر/اللاب توب: • توافق وظهور الأقسام والحقول والأزرار بشكل كامل ومرتب واستخدامها بسهولة، للاتجاهين العمودي والأفقي. • ظهورها على جميع أنواع وأحجام الأجهزة المدعومة.	1.2.1
	الاستجابة على الأجهزة اللوحية • توافق وظهور الأقسام والحقول والأزرار بشكل كامل ومرتب واستخدامها بسهولة، للاتجاهين العمودي والأفقي. • ظهورها على أنواع وأحجام الأجهزة المدعومة المختلفة.	1.2.2
	الاستجابة على أجهزة الموبايل • توافق وظهور الأقسام والحقول والأزرار بشكل كامل ومرتب واستخدامها بسهولة، للاتجاهين العمودي والأفقي. • ظهورها على أنواع وأحجام الأجهزة المدعومة المختلفة.	1.2.3
	١,٣ ربط و تكامل الأنظمة (System Integration)	
	الارتباط مع جميع الانظمة ذات العلاقة الضرورية لعمل النظام أو لتسهيل استخدامه مثل الأنظمة الداخلية والأنظمة الخارجية. ويتعين على مزود الخدمة الاحتفاظ بسجل حول كافة الإجراءات التي تتم عبر هذه الأنظمة (يتم تحديد بند خاص لكل تكامل مع جهة معينة حسب نطاق عمل كل خدمة. مثال البنود أدناه):	1.3.1
	التكامل مع الأنظمة الحكومية ذات العلاقة	1.3.1.1
	١,٤ تطبيقات الهاتف النقال (Mobile App) : تأكيد تكامل وربط النظام مع تطبيق الهاتف النقال	
	قابلية الاستخدام بسهولة ووضوح على نظام التشغيل: Android	1.4.1
	قابلية الاستخدام بسهولة ووضوح على نظام التشغيل : IOS	1.4.2
	١,٥ الوقت اللازم للتحميل (Load Time)	
	وقت التحميل الخاص بالصفحات ووقت التنقل بين الصفحة الرئيسية مع الصفحات المرتبطة بها يجب ان يكون خلال ٧ ثواني كحد أقصى من خلال الويب و من ٤-٥ ثواني من الموبايل والاجهزة اللوحية، مع التأكد من استخدام تطبيقات وبرامج متخصصة باختبار سرعة التحميل.	1.5.1
	١,٦ تحليلات غوغل (Google Analytics)	
	ربط النظام مع تحليلات غوغل Google Analytics	

٢- الخصائص والمميزات (Features)

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

32

تطبيق المعيار	المعيار	الرقم
	٢,١ متعددة اللغة ((Bi-Lingual	
	النظام متوفر باللغة العربية بشكل صحيح من حيث الصياغة و الوظائف وضمان توحيد نوع الخط.	**2.1.1**
	النظام متوفر باللغة الإنجليزية بشكل صحيح من حيث الصياغة و الوظائف وضمان توحيد نوع الخط (اذا لم يكن خيار اللغة الانجليزية موجوداً بنطاق عمل المشروع، يجب أن لا يكون الخيار متوفراً على أي من الشاشات الخاصة بالنظام).	**2.1.2**
	2.2رسالة التأكيد اللحظي على الشاشة (On-Screen Message Confirmation)	
	يتم عرض رسالة توضح إما إتمام العملية أو عدمه على الشاشة لكل إجراء يقوم به مستخدم النظام لتبليغ المستخدم نتيجة الإجراء الذي قام به و الخطوات القادمة المطلوبة من المستخدم	
	٢,٣ الصفحة الرئيسية (Home Page)	
	سهولة التنقل بين الصفحات من خلال زر "رجوع" و زر "التالي" وتوفر أيقونة الصفحة الرئيسية على كافة الصفحات حتى تساعد مستخدم النظام على التنقل بسهولة	

٣- المصادقة والتحقق Validation, Verification

تطبيق المعايير	المعيار	الرقم
	<u>فحص الوظائف ((Functionalities</u> كافة وظائف النظام تم فحصها بشكل كامل وتعمل بنجاح (بناء على نتائج فحص الجودة).	**3.1**
	<u>فحص الروابط ((Links- URLs</u> كافة الروابط تعمل و يتم تحميلها بنجاح.	**3.2**

٤- دليل المستخدم (User Manual):

تطبيق المعيار	المعيار	الرقم
	• توفير دليل مستخدم واضح وبدون اخطاء املائية يتضمن خطوات استخدام النظام، ويجب أن يتضمن الدليل الكتابي على صور عملية تشرح كيفية استخدام النظام. • توفير فيديو تعليمي يوضح خطوات الاستخدام (مع وصف للخطوات كتابة او شرح صوتي).	**4.1**

٥- معلومات مستخدم النظام (User Information):

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

33

تطبيق المعيار	المعيار	الرقم
	فحص امكانية الدخول اسم المستخدم/ كلمة المرور الدخول للنظام يجب ان يكون من خلال حسابات الموظفين المسجلة في الـActive directory.	5.1

٦ - هندسة/ هيكلة المعلومات (Information Architecture):

تطبيق المعيار	المعيار	الرقم
	الخط والالوان (Fonts & color Schemes) محتوى النظام الإلكتروني موحد من ناحية الخط (النوع) والألوان مع محتوى الموقع الالكتروني للمؤسسة او موقع بوابة الحكومة الالكترونية ضمن معايير المواقع الالكترونية للمؤسسات الحكومية للتمكن من اعطاء تناسق الشكل و المظهر لكافة الخدمات الالكترونية.	6.1
	الملكية (Ownership) النظام الإلكتروني يظهر بوضوح ملكية المؤسسة الخاصة به.	6.2
	هيكلة الصفحات(Information Structure) ترتيب المعلومات (روابط، القوائم المنسدلة، القوائم) بطريقة تمكن مستخدم النظام الوصول للمعلومات المطلوبة من خلال ٥ نقرات كحد أقصى.	6.3
	التلميحات و رسائل الخطأ (Tooltips and Error messages) ظهور التلميحات و رسائل الخطأ بالوقت الصحيح و بصيغة تمكن مستخدم النظام من معرفة ما هو مطلوب فوراً .	6.4
	الصور و البانرز (Images and Banners) استخدام صور وشعارات وبانرز ذات درجة وضوح عالية في أي خدمة إلكترونية.	6.5

7- سهولة الاستخدام (Usability-UX/UI):

تطبيق المعيار	المعيار	الرقم
	كفاءة الاستخدام: سهولة استخدام النظام بدون وجود معيقات.	7.1
	التصميم العام للنظام واضح و مفهوم للمستخدم و يسهّل تعلم استخدامه و التجول فيه و مناسب للمستخدم المستهدف.	7.2
	تواجد الوظائف الأساسية في أماكن متوقعة و سهل الوصول إليها، مع توضيحات كافية بخصوص الخدمة أو الوظيفة.	7.3
	وضوح تسمية المصطلحات المستخدمة في النظام بما يتناسب مع وظائفه.	7.4

8- مميزات ذوي الاحتياجات الخاصة:

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

34

تطبيق المعيار	المعيار	الرقم
	خاصية تكبير وتصغير الخط	8.1
	خاصية قارئ الشاشة	8.2
	خاصية التحكم بتفاوت الوان و لمعان الشاشة وصفاء اللون	8.3
	خاصية تباعد المسافات بين الكلمات	8.4
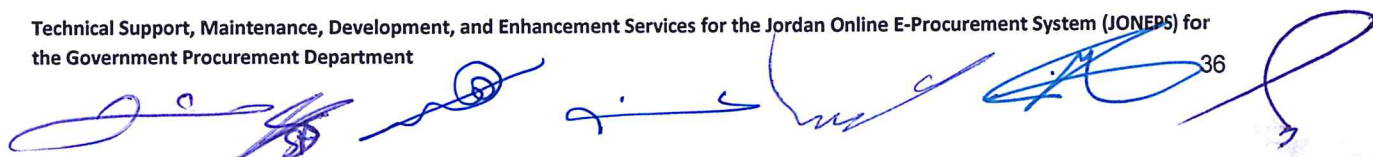
٩- التواصل مع متلقي الخدمة (SMS & Emails):

تطبيق المعيار	المعيار	الرقم
	البريد الإلكتروني (Emails) • صياغة النص صحيحة لغوية باللغة المناسبة ومعبرة واحترافية. • مرسل الرسالة تبعيته واضحة للجهة الرسمية الحكومية المعنية • النص يحتوي على المعلومات الهامة لمتابعة الطلب (مثلاً رقم الطلب، او حالته، او روابط محددة للدخول لها...الخ حسب طبيعة الاشعار). • في حال كانت تحتوي على رمز تفعيل يجب توضيح مدة صلاحيته والاحتفاظ بها حسب الحاجة. • وجود شعار الجهة الرسمية الحكومية وأن البريد الالكتروني تابع للنظام الإلكتروني المطور. • جملة ترحيبية بمتلقي الخدمة، مع مراعاة جنسه (مثلاً: السيد/ة). • إتجاه النص سليم وفقا للغة المناسبة. • عدم استخدام ألوان تحذيرية كالأحمر • عدم استخدام أنواع خطوط غير متداولة أو غير واضحة، • عدم استخدام التأثيرات إلا عند الحاجة فقط (مثلاً الخط Bold). • وجود معلومات التواصل ليستخدمها متلقي الخدمة في حال كان لديه استفسار او واجه مشكلة.	9.1

١٠- التكامل والربط

تطبيق المعيار	المعيار	الرقم
	ربط دخول موظفين للـ backend system بالـ Active directory	10.1
	في حال وجود خاصية للاستعلام عن بيانات المستخدمين (كالمواطنين) يجب استخدام عاملين (2 Factors)على الأقل لإظهار النتائج التي يتم الاستعلام عنها	10.2
	استضافة النظام على الـ Government Private Cloud	10.3

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

35

	فحص النظام مع المؤسسة وأخذ الموافقة على شاشات النظام	11.1
	ان يتم السماح بإرفاق ملفات بالصيغ التالية فقط: - امتداد PDF - امتدادات images	11.2
	توفير وثيقة متطلبات النظام(SRS,BRD) نهائية وموافق عليها	11.3
	توفير حالات فحص مطابقة مع وثيقة متطلبات النظام مع البيانات الخاصة بها	11.4
	توفير رابط الفحص على البيئة التجريبية وعدم إجراء أي تعديل أثناء عملية الفحص	11.5
	توفير قائمة web\ x form والتأكيد أنها تعمل بالطريقة الصحيحة (ملاحظة: الـ Web\X Form هي الشاشات المبنية لإدخال موافقات أو طلب معلومات من الجهات التي لا يتوفر ربط مباشر معها أو لا تتوفر المعلومة المطلوبة في الربط الموجود)	11.6

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

36

ANNEX 2: Confidentiality Undertaking

Confidentiality Undertaking

This Undertaking is made on [DATE] by [NAME] "[Consultant]" to the benefit of the GPD.

WHEREAS, GPD 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.

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

37

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.
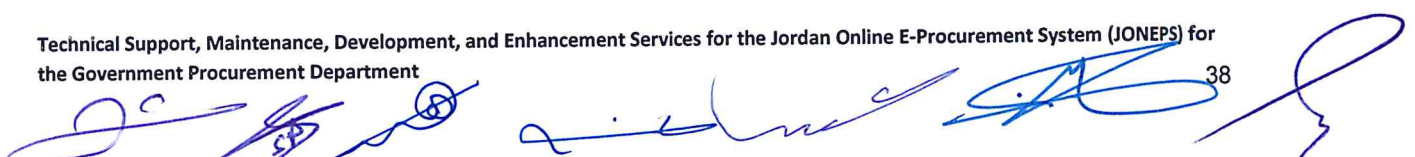
Term of Agreement

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

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

38

ANNEX 3: TECHNICAL AND FINANCIAL PROPOSAL RESPONSE FORMAT

Technical Proposal Response Format

- ### List of References (similar projects)

- ### Methodology of providing the scope of the RFP

- ### Technical team qualifications

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

---

<div style="border:1px solid">

Curriculum Vitae

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

_____

_____

Expected Role in Proposed MQ Project

_____

_____

Education

</div>

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

39

_____

_____

Employment Record:

(a)   Employment Record   From date — present

     Employer   _____

     Position held   _____

(b)   Employment record   _____ — _____

     Employer   _____

     Position held   _____

(c)   Employment record   _____ — _____

     Employer   _____

     Position held   _____

Languages:

	Reading	Speaking	Writing
Language 1			
Language n			

---   ----------------------------

Signature   Date

Other Information required in the technical proposal requirements mentioned in section 3

Appendices

Technical Support, Maintenance, Development, and Enhancement Services for the Jordan Online E-Procurement System (JONEPS) for the Government Procurement Department

40

Financial Proposal Response Format

➢ Please indicate the overall estimated cost of your proposed solution.

➢ 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.

    ➢ **Each bidder should quote a price for man-days per day**

Services	Daily Amount
Man-days cost per day	

Services	Amount
Technical Support and Maintenance for the Jordan on-line e-procurement system (JONEPS)	
Man-days. Total: 600 Man-days	
Knowledge Transfer	
Total	

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

نموذج كتاب عرض المناقصة

التاريخ:

اسم المناقصة:

رقم المناقصة:

إلى: دائرة المشتريات الحكومية.

نحن الموقعون أدناه نقر بالآتي:

١. **لا تحفظات لدينا:** قمنا بدراسة وثائق المناقصة، بما في ذلك الملاحق وليس لدينا أي تحفظات عليها.

٢. **الأهلية:** نحن نفي بمتطلبات الأهلية وليس لدينا أي تضارب في المصالح.

٣. **التوافق مع وثائق المناقصة:** نحن نعرض توريد الخدمات التالية: تطوير وصيانة نظام الشراء الالكتروني الأردني، وفقا لوثائق المناقصة؛

٤. **سعر العرض:** المبلغ الإجمالي لعرضنا أدناه هو:

   ▪ المبلغ الإجمالي:

٥. **صلاحية العرض:** تستمر صلاحية عرضنا طوال الفترة المحددة في وثيقة الشراء، من الموعد النهائي لتقديم العروض المحدد، وستستمر صلاحية عرضنا لمدة (١٨٠) يوما من الموعد النهائي لتسليم العروض، وسيبقى عرضنا هذا ملزما لنا طوال فترة الصلاحية؛

٦. **تأمين حسن التنفيذ:** نلتزم إذا تم قبول عرضنا وإحالة العقد علينا بإحضار تأمين حسن التنفيذ وفقا لوثائق المناقصة؛

٧. **عرض واحد لكل مناقص:** نحن لا نقدم أي عرض آخر كمناقص منفرد، أو كعضو في ائتلاف.

٨. **لا تضارب في المصالح:** ليس لدينا أي تضارب في المصالح.

٩. **الحرمان:** لا نخضع نحن وأي من فروعنا أو الشركات التابعة لنا لعقوبة الحرمان وفقا لنظام المشتريات الحكومية والتعليمات الصادرة بمقتضاه.

١٠. **عدم الالزام بالقبول:** إننا ندرك بأنكم لستم ملزمين بقبول أي عرض تستلمونه.

١١. **الاحتيال والفساد:** نشهد بموجب هذا أننا قد اتخذنا الخطوات اللازمة لضمان عدم تورط أي شخص يتصرف باسمنا أو نيابة عنا في أي نوع من الاحتيال والفساد؛

اسم المناقص:

اسم المفوض بالتوقيع نيابة عن المناقص:

التوقيع:

الوظيفة:

ختم المناقص:

التاريخ:

نموذج تأمين دخول العطاء

السادة: دائرة المشتريات الحكومية.

التـــــــاريـــــــخ:

تاريخ الاستحقاق:

رقـــم الكفـــــالة:

تحية طيبة وبعد،،،

يكفل البنك ، فرع ، السادة / المناقص

بمبلغ دينارا، فقط حتى تاريخ

وذلك تأمينا لدخـول العطـاء رقم ، والخاص بشراء خدمات صيانة وتطوير نظام الشراء الالكتروني الأردني.

ويتعهد البنك بدفع قيمة الكفالة إليكم أو أي جزء منها عند أول مطالبة خطية منكم بالدفع، وذلك خلال فترة سريانها، علماً بأن أي مطالبة ترد الى البنك يجب أن تكون في/أو قبل موعد استحقاقها وتصبح الكفالة ملغاة بعد انتهاء مدتها.
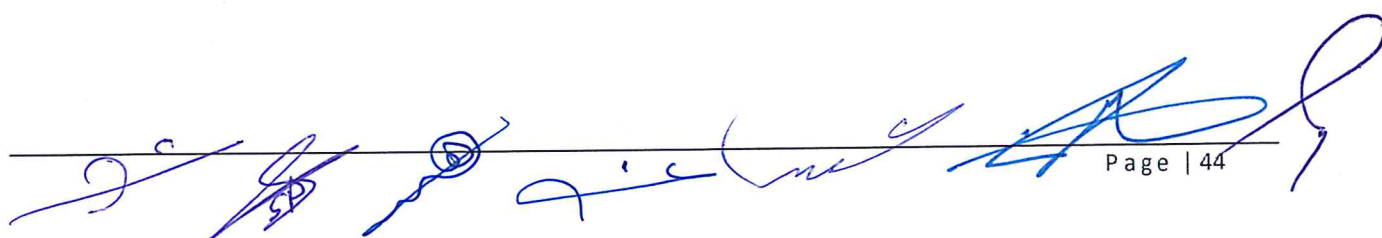
اسم الممثل المفوض للبنك:

توقيع الممثل المفوض:

وظيفة الممثل المفوض:

[ملاحظة: لا تقبل الجهة المشترية اي شرط يعيق الدفع، ولن تقبل الكفالة التي تتضمن مثل هذا الشرط]

ANNEX 4: SAMPLE ARABIC AGREEMENT (Attached)